

1 DAVID GLENN SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

5 PMB 42554

6 West Hollywood, CA 90069

7 Telephone: (213) 725-9094

8 Facsimile: (213) 634-2485

9 Attorney for Plaintiff(s),

10 TAYLOR SNOW, and all others similarly situated

11 (Additional attorneys for Plaintiff(s) on following page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF MONTEREY**

14 **(UNLIMITED JURISDICTION)**

15 TAYLOR SNOW, on behalf of herself and as an
16 "aggrieved employee" on behalf of other
17 "aggrieved employees" under the Labor Code
18 Private Attorneys General Act of 2004,

19 *Plaintiff(s),*

20 vs.

21 555 OCEAN VIEW BLVD LLC (D/B/A SEVEN
22 GABLES INN), a California limited liability
23 company; KIRKWOOD COLLECTION, INC., a
24 California corporation; KIRKWOOD
25 COLLECTION HOLDINGS LLC, a California
26 limited liability company; and DOES 1-50,
27 inclusive,

28 *Defendant(s).*

Case No. 23CV001630

**DECLARATION OF DAVID SPIVAK
IN SUPPORT OF PLAINTIFF
TAYLOR SNOW'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Hearing Date: May 22, 2026

Hearing Time: 8:30 a.m.

Hearing Dept.: 14, The Honorable Ian A.
Rivamonte

Action filed: May 19, 2023



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Mail:

8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:

1875 Century Park East
Fl 7
Los Angeles, CA 90067

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl.
PMB 63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006



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Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 **DECLARATION OF DAVID G. SPIVAK IN SUPPORT OF MOTION FOR APPROVAL**
2 **OF PAGA SETTLEMENT**

3 I, DAVID SPIVAK, declare as follows:

4 1. I am an attorney duly licensed to practice law in the State of California and am an
5 attorney of record for Plaintiff Taylor Snow (“Plaintiff” or “Snow”) in this action against
6 Defendants 555 Ocean View Blvd LLC (D/B/A Seven Gables Inn), Kirkwood Collection, Inc.,
7 and Kirkwood Collection Holdings LLC (collectively “Defendants”). I am a member in good
8 standing of the State Bar of California. Except as otherwise indicated, I have personal knowledge
9 of all matters set forth herein and, if called as a witness, could and would competently testify
10 thereto under oath.

11 2. A true and correct copy of the PAGA Settlement Agreement (the “Agreement” or
12 “PAGA Settlement” or “Settlement”) is attached hereto as **Exhibit 1**. A true and correct copy of
13 the parties agreed upon notice to the Aggrieved Employees (the “PAGA Notice”) is attached
14 hereto as **Exhibit 2**.

15 ***Factual and Procedural Background***

16 3. Defendants own and operate hotels and resorts. Defendants employed Plaintiff as
17 a front desk agent/reservationist from about January 18, 2022 until June 20, 2022.

18 4. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit
19 under PAGA. By letters dated May 18, 2023, Plaintiff, on behalf of herself and other aggrieved
20 hourly employees gave written notice by certified mail to the Labor and Workforce Development
21 Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support the alleged violations. A
23 true and correct copy of Plaintiff’s notice letter to the LWDA and Defendants is attached as
24 **Exhibit 3**.

25 5. Plaintiff and the Aggrieved Employees are potentially subject to arbitration
26 agreements with Defendants. Plaintiff filed her lawsuit in Monterey County Superior Court on
27 May 19, 2023. A true and correct copy of Plaintiff’s Complaint is attached as **Exhibit 4**. On July
28 27, 2023, Plaintiff filed a First Amended Complaint (“1AC”). A true and correct copy of



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PMB 42554
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1 Plaintiff's First Amended Complaint is attached as **Exhibit 5**. Plaintiff's complaint presents one
2 cause of action for civil penalties under PAGA. Shortly after Plaintiff served her first set of
3 discovery requests, the Parties agreed to stay formal discovery and participate in mediation.
4 Defendants denies all of Plaintiff's allegations and strongly contends that their wage and hour
5 policies, practices and procedures are fully compliant with all applicable laws.

6 6. On September 08, 2025, the Parties participated in mediation with mediator Steven
7 Pearl in an attempt to resolve the PAGA claim. The Parties engaged in arm's-length negotiations
8 and ultimately reached a resolution of the PAGA claims asserted in the Action. The PAGA
9 Settlement Agreement was reached after exchanges of data, information and documents, and is a
10 result of extensive arms-length negotiations. The Parties conducted informal discovery for
11 purposes of potential resolution through which they ascertained the size of the aggrieved
12 employee group and the number of pay periods worked by them during the PAGA Period to
13 ascertain the total value of Plaintiff's PAGA claim. Now that the parties have finalized the PAGA
14 Settlement Agreement, Plaintiff submits it to this Court for approval.

15 7. Notice is being given to the LWDA concurrently with the filing of this motion.
16 Here, notice is being given to the LWDA concurrently with the filing of this motion. A true and
17 correct copy of Plaintiff's submission with the LWDA and a confirmation email is attached as
18 **Exhibit 6**.

19 8. The PAGA Settlement Agreement warrants a presumption of fairness for several
20 reasons: (1) The Parties reached the Settlement through arm's-length bargaining with the aid of a
21 respected mediator; (2) The Parties conducted sufficient investigation and discovery to allow
22 Counsel and the Court to act intelligently. Plaintiff requested and Defendants provided the number
23 Aggrieved Employees, the number of total pay periods during the PAGA Period, and all policies
24 in effect during the relevant time period; and (3) Counsel for the Parties are experienced with
25 PAGA cases.

26 9. To the best of my knowledge, neither Plaintiff nor I have any conflicts of interest
27 with the absent Aggrieved Employees. Plaintiff contends that she is an adequate PAGA
28 representative. Plaintiff and the Aggrieved Employees have strong and co-extensive interests in



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1 this litigation because they all worked for Defendants during the relevant time period under the
2 same written and unwritten policies, allegedly suffered the same alleged injuries from the same
3 alleged course of conduct, and there is no evidence of any conflict of interest between Plaintiff
4 and the Aggrieved Employees. As this is a PAGA-only claim, there is no issue of ascertainability.
5 However, Plaintiff maintains that the number of Aggrieved Employees is ascertainable because
6 they may be identified by reference to Defendants' records and Defendants has agreed to share
7 the relevant information from their records to facilitate the process. Therefore, the number of
8 Aggrieved Employees and their whereabouts are ascertainable.

9 ***Background of Counsel***

10 10. I am experienced in handling employment law matters and specifically wage and
11 hour cases. I have been practicing law since 1995. My experience has been almost exclusively in
12 the area of employment law representing employees with claims of wrongful termination,
13 harassment, whistleblower retaliation, discrimination, wage and hour, and family and medical
14 leave violations. I have tried many cases before California and federal courts, government
15 agencies and neutral arbitrators. I am a member of the California Employment Lawyers
16 Association (CELA).

17 11. Since I started practicing law, I have tried many cases before courts, arbitrators
18 and government agencies. Some of my cases are:

19 A. *Ricardo Sandoval v. Dept. of Treasury*, United States District Court,
20 Southern District of California (the Honorable Judith Keep presiding), 1998. Plaintiffs Special
21 Agent for the U. S. Customs Service alleged discrimination and retaliation in promotions and
22 discipline. The jury awarded compensatory damages. Court subsequently awarded additional
23 back pay and gave Plaintiffs a retroactive promotion. *See* "Lawsuit Puts Customs Service on Trial:
24 Agent Alleges Corruption, White Supremacist Cabal" by Valerie Alvord, *San Diego Union-*
25 *Tribune*, April 29, 1998; "Customs Agent Is Awarded \$200,000: Jury Says He Faced Bias And
26 Retaliation" by Valerie Alvord, *San Diego Union-Tribune*, May 16, 1998.

27 B. *Jorge Guzman v. Department of Justice*, United States District Court,
28 Central District of California (the Honorable Lourdes Baird presiding), 1999. Plaintiffs Special



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Fl 7
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1 Agent for the Immigration and Naturalization Service alleged racial discrimination, retaliation
2 and police brutality by agents of the Office of the Inspector General. Jury found the defendants
3 liable. Case settled shortly before the damages phase. See "U.S. to Pay \$400,000 to INS Agent in
4 Bias Suit; Courts: Complaint says he suffered 10 years of harassment on the job because he is
5 Latino, including falsified charges" by Patrick J. McDonnell, *Los Angeles Times*, January 21,
6 1999.

7 C. *Dr. Perry Crouch v. SHIELDS*, Los Angeles Superior Court, Compton (the
8 Honorable Michael Rutberg presiding), 2001. Plaintiff whistleblower brought civil rights claims
9 and wrongful termination claims against employer in a month-long jury trial. The jury awarded
10 compensatory and punitive damages. See "Activist Says Criticism of Rail Plan Cost His Job" by
11 Dan Weikel, *Los Angeles Times*, September 28, 2000; "Punitive Damages Awarded to Fired
12 Social Worker" by Dan Weikel, *Los Angeles Times*, June 10, 2000; "A Whistleblower's Revenge"
13 by Susan Goldsmith, *New Times Los Angeles*, June 8, 2000.

14 D. *Imagraph, Inc. (Steve Shiffman) v. Mohamed T. Nehmeh*, Orange County
15 Superior Court, Central Justice Center (the Honorable Kirk H. Nakamura presiding), 2004.
16 Plaintiff, who I represented *pro bono* sought the return of \$45,000.00 he paid to an attorney
17 escrow officer who subsequently absconded with the money. The jury awarded compensatory
18 damages. The Judgment with interest is now far in excess of that amount. Soon after this case was
19 litigated, the State Bar of California awarded me the Wiley W. Manuel Award for Pro Bono Legal
20 Services.

21 E. *Rick Pierce v. Department of Treasury*, Merit Systems Protection Board
22 (1999). Administrative Judge awarded compensatory damages to wrongfully terminated Customs
23 Agent, followed by an award of Attorneys' fees and costs.

24 F. *Richard Wamel v. Ocelot Engineering Co.*, Judicate West before the
25 Honorable Robert Polis (ret.) (2008). In that case, I represented a victim of FMLA violations and
26 wrongful termination against his former employer. The Neutral Arbitrator awarded compensatory
27 and liquidated damages. The claims for damages, attorney's fees and costs were resolved shortly
28 thereafter by means of a confidential settlement.



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FI 7
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1 G. *Alina Ghrdilyan v. RJ Financial, Inc.*, et al., LA Superior Court case no.
2 BC430633 (2012), the Honorable Ronald Sohigian presiding. To my knowledge, this case is the
3 first and only case to be successfully prosecuted through trial under the Labor Code Private
4 Attorney Generals Act of 2004, Labor Code §§ 2698, *et seq.* on behalf of plaintiffs and other
5 aggrieved employees against someone other than an employer for civil penalties including unpaid
6 wages. The case involves claims of unpaid overtime, unprovided rest and meal periods, unpaid
7 vacation, untimely interval and final wages, and unreimbursed expenses. For my work in that
8 case, the Court awarded me an hourly rate of \$600.00 hour based on my skill and experience.

9 12. I have been involved in the prosecution of numerous wage and hour class and
10 representative actions at various stages of litigation. A small sampling of the representative wage
11 and hour cases in which I have been counsel of record is as follows:

12 A. *Alafa v. Custom Built Personal Training, Inc.*, Tulare County Superior
13 Court, Case No. VCU-245496 (appointed Class Counsel and granted final approval class action
14 settlement on behalf of assistant fitness manager employees).

15 B. *Cuellar v. Lovin Oven*, Orange County Superior Court, Case No. 30-2010-
16 000382146 (appointed Class Counsel and granted final approval of class action settlement by the
17 court on behalf of nonexempt employees).

18 C. *Cunningham v. DPI Specialty Foods West, Inc.*, Los Angeles Sup.Ct., Case
19 No. BC465017 (appointed Class Counsel and granted final approval by this Court of class action
20 settlement on behalf of merchandiser employees).

21 D. *Deckard v. MSL Community Management LLC*, Riverside County Superior
22 Court, Case No. RIC1204182 (appointed Class Counsel and granted final approval of class action
23 settlement on behalf of caregivers and medical technicians).

24 E. *DiCato v. Francesca's Collections, Inc.*, San Diego County Superior
25 Court, Case No. 37-2012-00094401-CU-OE-CTL (appointed Class Counsel and granted final
26 approval of class action settlement on behalf of boutique manager and assistant manager
27 employees).

28 F. *Evans v. Equinox, et al.*, Los Angeles Sup.Ct., Case No. BC440058



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Fl 7
Los Angeles, CA 90067

1 (appointed Class Counsel and granted final approval by this Court of class action settlement on
2 behalf of personal trainer employees).

3 G. *Huynh v. Carefusion Resources, LLC, et al*, San Diego Sup.Ct., Case No.
4 37-2009-00103277-CU-OE-CTL (appointed Class Counsel and granted final approval of class
5 action settlement on behalf of medical devices employees).

6 H. *Hidalgo, et al. v. Sun Hill*, Los Angeles Superior Court, Case No.
7 BC480808 (appointed Class Counsel and granted final approval of class action settlement on
8 behalf of hourly employees).

9 I. *La Fleur v. Medical Management International, Inc.*, United States District
10 Court, Central District of California, Case No. EDCV13-00398-VAP (appointed Class Counsel
11 and granted final approval of class action settlement on behalf of practice managers).

12 J. *Linder, et al. v. Warehouse Services, Inc.*, San Bernardino Superior Court,
13 Case No. CIVDS1500146 (appointed Class Counsel and granted final approval of class action
14 settlement on behalf of non-exempt hourly employees excluding truck drivers).

15 K. *Lynch, et al. v. American Guard Services*, Los Angeles Superior Court,
16 Case No. BC462681 (appointed Class Counsel and granted final approval of class action
17 settlement on behalf of security guard employees).

18 L. *Martin, et al. v. Aukeman Dairy, et al.*, Kern Superior Court, Case No. S-
19 1500-CV-282679 (appointed Class Counsel and granted final approval of class action settlement
20 on behalf of dairy and agricultural laborers).

21 M. *Montes v. Branam Enterprises, Inc.*, Los Angeles Sup.Ct. Case No.
22 BC442608 (appointed Class Counsel and granted final approval by this Court of class action
23 settlement on behalf of call concert rigging employees).

24 N. *Nardone v. Sequoia Beverage Company, LP*, Tulare County Superior
25 Court, Case No. VCU-248370 (appointed Class Counsel and granted final approval of class action
26 settlement by the court on behalf of hourly employees).

27 O. *Ogbuehi v. Comcast of California/Colorado/Florida/Oregon, Inc.*, United
28 States District Court, Eastern District of California, Case No. EDCV13-00672-KJM-KJN



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(213) 725-9094 Tel
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Fl 7
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1 (appointed Class Counsel and granted final approval of class action settlement on behalf of virtual
2 customer account executives).

3 P. *Rosen v. Image Transfer*, Los Angeles Superior Court, Case No.
4 BC511072 (appointed Class Counsel and granted final approval of class action settlement on
5 behalf of bobtail truck drivers).

6 Q. *Sandoval v. Rite Aid Corp.*, Los Angeles Superior Court, Case No.
7 BC431249 (granted class certification through contested motion and appointed Class Counsel in
8 case on behalf of former pharmacy employees based on late final wage payments in violation of
9 Labor Code §§ 201–203).

10 R. *Shaw, et al. v. Interthinx, Inc.*, United States District Court for the District
11 of Colorado, Case No. 13-CV-01229-REB-BNB (appointed Class Counsel and granted final
12 approval of class action settlement by the court on behalf of auditor employees).

13 S. *Stucker v. L'Oreal*, Los Angeles Sup.Ct. Case No. BC456080 (appointed
14 Class Counsel and granted final approval by this Court of class action settlement involving alleged
15 misclassification of sales employees and unpaid vacation pay).

16 T. *Valdez v. Healthcare Services Group, Inc.*, Los Angeles Sup.Ct., Case No.
17 BC462917 (appointed Class Counsel and granted final approval by this Court of class action
18 settlement on behalf of service account manager employees).

19 U. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case
20 No. BC421485 (granted class certification through contested motion and appointed Class Counsel
21 in case on behalf of former security workers based on late final wage payments in violation of
22 Labor Code §§ 201–203).

23 V. *Vang v. Burlington Coat Factory Corporation*, United States District Court
24 Central District of California, Case No. 09-CV-08061-CAS-JCx (appointed Class Counsel and
25 granted final approval of class action settlement by the court on behalf of assistant store manager
26 employees).

27 W. *Volney-Parris v. Southern California Edison Company*, Los Angeles
28 Superior Court, Case No. BC493038 (appointed Class Counsel and granted final approval of class



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Fl 7
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1 action settlement on behalf of customer specialist employees).

2 X. *White v. 20/20 Communications, Inc.*, San Bernardino County Superior
3 Court, Case No. CIVRS1301718 (appointed Class Counsel and granted final approval of class
4 action settlement on behalf of hourly employees).

5 ***Exposure & Risk Analysis***

6 13. I considered various sources of information in the lead-up to, during and after the
7 mediation that enabled Plaintiff to achieve the PAGA Settlement Agreement at issue. Among
8 other things, I considered the following:

- 9 • Defendants produced and Plaintiff reviewed her personnel file.
- 10 • Defendants produced and Plaintiff reviewed and analyzed time and payroll
11 records for over 41 Aggrieved Employees.
- 12 • Plaintiff requested that Defendants produce any and all relevant policies
13 regarding Plaintiff's claims and Defendants produced those policies in effect during the relevant
14 time period.
- 15 • Plaintiff interviewed other employees about the claims at issue.
- 16 • Plaintiff analyzed the state of caselaw on PAGA claims, claims for , and
17 related claims.
- 18 • Plaintiff surveyed the outcomes of PAGA cases that went to trial or
19 otherwise concluded before trial.

20 14. As set forth above, Defendants have posed valid defenses to the Labor Code claims
21 underlying Plaintiff's PAGA allegations. Thus, the PAGA claims likewise face significant
22 uncertainty. There is a risk that the Court would consider the maximum civil penalty available to
23 be confiscatory. This uncertainty increases Plaintiff's risk of pursuing the PAGA claims and
24 required a significant discount for settlement purposes. For mediation purposes, Plaintiff's
25 counsel estimated a maximum exposure of approximately \$3,208,500.00 in civil penalties. This
26 estimate did not take into account any of the risks discussed above and assumed a violation for
27 every single pay period. Plaintiff's counsel also assessed multiple penalties for the same pay
28 period for the same alleged violations of different Labor Code provisions and derivative



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1 violations. Although two federal district court decisions held that “stacking” PAGA penalties in
2 this fashion may be appropriate to determine the amount in controversy for purposes of removal
3 jurisdiction, Plaintiff’s counsel is not aware of any California state courts awarding plaintiffs
4 multiple PAGA penalties for the same violation for the same pay period under different Labor
5 Code provisions. This may be because the PAGA does not provide for what many employers
6 characterize as claim splitting and not merely stacking.

7 15. In preparation for mediation and during the settlement negotiations that followed,
8 Defendants disclosed that there were approximately 72 potentially aggrieved employees and
9 1,714 pay periods. The maximum possible civil penalties under the PAGA is the total number of
10 pay periods with one or more violations multiplied by the maximum possible civil penalty amount
11 per pay period. Unfortunately for the employees concerned, the potential for recovery of the
12 maximum possible civil penalties depends on circumstances that are extremely unlikely
13 independently and in combination. It would depend on the Court stacking the maximum
14 recoverable civil penalties for \$100 per pay period for all 1,714 pay periods for all 72 potentially
15 aggrieved employees during the PAGA Period. Plaintiff’s counsel is not aware of any California
16 State court decision awarding a plaintiff and the other aggrieved employees she represents
17 multiple civil penalties for the same pay period under different Labor Code provisions. Plaintiff’s
18 counsel had to substantially discount the value of these claims in the settlement negotiations for
19 this and a variety of other reasons (outlined below).

20 16. **Risks Associated with Defendants’ Financial Condition.** Defendants’ financial
21 condition was the key factor in reaching this Settlement. Defendants produced the following
22 financial records in settlement negotiations: tax returns, balance sheets, profit and loss statements,
23 and bank statements for 2023, 2024, and 2025. Due to Defendants’ financial condition, even if
24 Plaintiff prevailed on all claims at trial, she may never recover the damages due to the risk of
25 insolvency. Accordingly, Defendants’ financial distress supports this settlement. A very large
26 civil penalties judgment would almost certainly put the Defendants out of business and/or would
27 interfere with their ability to carry out their contractual obligations.

28 ///



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17. **Risks Associated with Plaintiff's Claim That Defendants Failed To Pay All Earned Wages at the Correct Rates of Pay.** There is a risk that Plaintiff's claim that Defendants did not pay all wages at the correct rates of pay would be extremely limited at best, largely because Defendants' written policies throughout the relevant time period prohibited off-the-clock work. In their written employment policies, Defendants mandate that employees must record all time worked accurately on their time records and strictly prohibit employees from performing any work off-the-clock. Moreover, while Defendants dispute that off-the-clock work occurred, they contend that any time spent off the clock was *de minimis*. Defendants contend that the *de minimis* doctrine may apply here because the time spent off the clock were minute and insignificant.

18. The difficulty inherent in proving that off-the-clock work occurred poses a significant hurdle to Plaintiff. Plaintiff will rely on declarations and witness statements to prove this claim. Plaintiff may rely heavily on anecdotal evidence to prove the off-the-clock work claim, especially given the lack of records indicating when such off-the-clock work may have taken place. Individualized inquiries would need to be conducted person-by-person, day-by-day, to determine if an individual in fact worked "minutes" off-the-clock on a "regular" basis. Accordingly, there is a significant risk that the Court would consider this evidentiary showing insufficient as a methodology for all aggrieved employees.

19. **Risks Associated with Plaintiff's Claim That Defendants Failed To Provide All Meal Periods.** There are risks to Plaintiff's claims that Defendants failed to provide all meal periods. Defendants contend that, to establish a violation of the meal period law, a plaintiff must do more than show that a meal break was not taken. Defendants contend they did not impede or discourage Plaintiff, or any other employees, from taking their meal periods. Defendants' policies mandate that employees take at least a 30-minute, uninterrupted meal periods and record the beginning and ending time of their meal breaks each day on their time records. The time records that comprise the random sample Defendants produced to Plaintiff for purposes of mediation show that meal periods were taken the vast majority of the time. Of the time records that show a late, short or no lunch, individualized evidence may be necessary to determine whether they occurred due to conduct of the Defendants or each of the employees concerned.



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20. **Risks Associated with Plaintiff's Claim That Defendants Failed To Authorize or Permit Rest Breaks.** There are risks to Plaintiff's claims that Defendants failed to authorize or permit rest breaks. Defendants contend they provided non-exempt employees the opportunity to take rest periods in accordance with California law. Further, Defendants' written policies on meal and rest periods are consistent with the Wage Order. Thus, unlike meal periods, where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. Managing such claims at trial has become exceedingly difficult. Plaintiff will depend on sample witness testimony and surveys to prove the claims.

21. **Risks Associated with Plaintiff's Claim That Defendants Failed To Indemnify for Expenses.** There is a risk that the Court may consider Plaintiff's claim that Defendants failed to indemnify for business expenses to be individual in nature and thus decline to allow a trial on behalf of all aggrieved employees and the State. Plaintiff alleges that Defendants required Plaintiff and the Aggrieved Employees to use their personal items for work, including cellular phones, computers and other electronic devices, vehicles, and tools, and failed to indemnify them for these business expenses. Defendants presented evidence that they have supplied their employees with tools, equipment, and other supplies and had an expense reimbursement policy. As such, there is a risk that the Court may consider Plaintiff's claims to be individual in nature and unfit for class wide resolution.

22. **Risks Associated with Plaintiff's Claim That Defendants Failed To Issue Accurate and Complete Wage Statements.**

Plaintiff also asserts claims for wage statement violations, untimely wage violations, and PAGA penalties. Under Labor Code section 226, wage statements must include various information, including the applicable rates of pay, corresponding hours worked, and gross pay. Here, Plaintiff's wage statement claim has the same underlying risks as the above claims, as it is derivative of them. *Id.* On their face, the wage statements issued by Defendants comply with the requirements of Labor Code § 226.

23. **Risks Associated with Plaintiff's Claim That Defendants Failed To Timely**

1 **Pay All Wages.** Plaintiff's claim for untimely wages is predicated on Labor Code section 201 to
2 203. Like the claim under Labor Code sec. 226, Plaintiff must establish that the late payments
3 were willful. The evidence of good faith Defendants put forth will defeat this claim.

4 24. **The Absence of Large Civil Penalty Awards under PAGA.** The sole source of
5 money recoverable for the Aggrieved Employees and the State is civil penalties available under
6 PAGA. It allows employees to seek civil penalties for certain violations of the Labor Code so
7 long as the penalties are not unjust, arbitrary, oppressive, or confiscatory. As discussed above,
8 Plaintiff's maximum estimated liability exposure is based on the theories that: (1) Every paycheck
9 that Defendants issued to employees during the PAGA Period represents a pay period in which
10 every Aggrieved Employee suffered a minimum wage violation; (2) Every paycheck that
11 Defendants issued to employees during the PAGA Period represents a pay period in which every
12 Aggrieved Employee suffered an overtime wage violation; (3) Every paycheck that Defendants
13 issued to employees during the PAGA Period represents a pay period in which every Aggrieved
14 Employee suffered a meal period violation; (4) Every paycheck that Defendants issued to
15 employees during the PAGA Period represents a pay period in which every Aggrieved Employee
16 suffered a rest period violation; and (5) Every paycheck that Defendants issued to employees
17 during the PAGA Period represents a pay period in which every Aggrieved Employee suffered
18 an unreimbursed expense violation. There are no California state court decisions under the PAGA
19 to date with substantial awards of civil penalties. Plaintiff's counsel is aware of only two
20 significant awards under the PAGA in a contested proceeding, both issued by federal district
21 courts, one of which was overturned on May 28, 2021.²

22
23 ² In *Bernstein v. Virgin Am., Inc.*, (N.D. Cal. 2022) 2022 WL 17994018, the court awarded civil
24 penalties under the PAGA of \$12,277,500.00 where total adjusted damages were
\$18,695,692.58. In this regard, the district court stated,

25 The plain language of PAGA provides that "a court may award a lesser amount than the
26 maximum civil penalty amount specified by this part if, *based on the facts and*
27 *circumstances of the particular case*, to do otherwise would result in an award that is
28 unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code s 2699(e)(2) (emphasis
added). The relationship between the amount of total damages and the amount of
maximum PAGA penalties is certainly a "circumstance" of the case under the term's
ordinary meaning. The weight given to that circumstance is greater in this case because



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EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067



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Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
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Fl 7
Los Angeles, CA 90067

25. Additionally, PAGA states a court has discretion to award a lesser amount than the maximum penalty. Labor Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504 ("Carrington") illustrates this. In that case, the Court of Appeal affirmed a trial court's heavily discounted award of only \$5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. Under *Carrington*, assuming 4 violations for each pay period for all 72 Aggrieved Employees, will result in a recovery of \$34,280.00 (1,714 x 4 x \$5 = \$34,280.00).

26. Moreover, judges have awarded extremely small sums to PAGA claimants in the past. In *Ghrdilyan v. RJ Financial, Inc.*, Los Angeles Superior Court, case number BC430633 in which I represented the Plaintiffs, the employer underpaid commission overtime wages. The plaintiffs sought in excess of \$9 million in civil penalties under the PAGA. After a bench trial, the Honorable Judge Ronald M. Sohigian awarded approximately \$180,000.00 in civil penalties under the PAGA. A true and correct copy of the amended judgment in *Ghrdilyan* is attached as **Exhibit 7**. A true and correct copy of the first amended complaint in *Ghrdilyan* is attached as **Exhibit 8**. A true and correct copy of the judgment transcript in *Ghrdilyan* is attached as **Exhibit**

Plaintiffs' PAGA penalties are based on PAGA claims that are all derivative of Plaintiffs' individual claims except for one. As a general matter, it would be excessively punitive for the penalty imposed as a consequence of a discrete injury or set of injuries to exceed the damages caused by that injury or set of injuries.

Id., fnnt. 9. The district court further stated, "Virgin "has not presented any evidence that the full penalty would be excessive in relation to its ability to pay," the weight of this factor is lessened."

Id.
In *Robert Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d. 1058, the court awarded approximately \$102 million in damages, primarily based on the Defendants' failures to comply with the requirements of California Labor Code section 226. On May 28, 2021, the United States Court of appeals for the Ninth Circuit overturned the decision finding that there is no technical wage statement violation for a failure to list the rates and hours of pay associated with adjustments to overtime pay. *Magadia v. Wal-Mart Assocs.*, No. 19-16184, 2021 U.S. App. LEXIS 16070 (9th Cir. May 28, 2021).

1 9, 19:8-20:19. In a similar PAGA case before the Los Angeles Superior Court, *Shields v. Security*
2 *Paving Company, Inc.*, LA Superior Court case no. BC492828, on October 24, 2017, the court
3 awarded the prevailing PAGA plaintiff civil penalties totaling only \$50.00. A similar result could
4 occur here. A true and correct copy of the judgment in *Shields* is attached as **Exhibit 10**.

5 27. Defendants could also convince the Court to dismiss the claims due to
6 unmanageability because determining whether each Aggrieved Employee worked off the clock
7 or why each employee missed a meal or rest period would require separate mini-trials. *Id. See,*
8 *Mendiola v. CPS Sec. Solutions, Inc.* (2015) 60 Cal.4th 833. In *Ortiz v. CVS Caremark Corp.*, the
9 court dismissed a PAGA claim because it was unmanageable. 2014 WL 1117614, at *3–4 (N.D.
10 Cal. 2014). The *Ortiz* court cited the “multitude of individualized assessments” that case would
11 have required in ordering dismissal. *Id.* at *4. Several other courts have adopted *Ortiz*, and
12 dismissed PAGA claims where, there are a large number of allegedly aggrieved individuals whose
13 claims require individual assessments. *See, e.g., Litty v. Merrill Lynch & Co.*, 2014 WL 5904904,
14 at *3 (C.D. Cal. 2014); *Bowers v. First Student, Inc.*, 2015 WL 1862914, at *4 (C.D. Cal. 2015);
15 *see also Stafford v. Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4 (E.D. Cal. 2014)
16 (bifurcating trial of plaintiff’s claim from representative claims: “in light of the number of
17 potential aggrieved employees, judicial economy favors deferring the representative portion of
18 the PAGA claim”); *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal. May 13,
19 2015). Further, on September 9, 2021, the California Court of Appeal issued a decision in *Wesson*
20 *v. Staples The Office Superstore, LLC*, 68 Cal. App. 5th 746 (2021), reh’g denied (Sept. 27, 2021)
21 holding that trial courts have authority to ensure that claims under PAGA are manageable, and
22 that courts may limit or strike unmanageable PAGA claims.

23 28. **The Risk Posed By The Arbitration Agreements.** The arbitration agreements
24 entered into between Defendants on the one hand, and the Plaintiff and comparable workers, on
25 the other, present a significant risk to the success of Plaintiff’s representative litigation. According
26 to Defendants, the majority of the workers entered into arbitration agreements with Defendants.
27 *Id.* As the arbitration agreements in question restrict potential litigants from bringing PAGA
28 actions against Defendants, Plaintiff would be effectively barred from pursuing claims on behalf



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PMB 42554
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(213) 725-9094 Tel
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1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 of the Class in Court. *Id.* As such, by continuing to trial on representative claims, Plaintiff would
2 run the high risk of suffering defeat due to the existence of the arbitration agreements. Also,
3 because different defenses would apply to some workers and not others – i.e., the existence of
4 signed arbitration agreements – there is a risk that the Court could determine that Plaintiff’s claims
5 present too many individualized inquiries to allow for manageable PAGA trial.

6 29. **Expense Associated with Taking the Case to Trial.** I estimate that the cost of
7 taking this case to trial will exceed \$500,000 in attorney fees and costs alone.

8 30. As stated above, Defendants offer \$180,000.00 to resolve this controversy. The
9 Parties have also agreed to a separate payment to Plaintiff of \$10,000.00 for a general release of
10 her individual (non-PAGA) claims pursuant to a separate confidential settlement agreement.
11 Plaintiff will present the confidential agreement to the Court if requested.

12 31. While the evidence gathered through Plaintiff’s discovery supports the merits of
13 the claims asserted in this lawsuit, the settlement is fair, reasonable, and adequate in light of the
14 risks associated with the merits of Plaintiff’s claims, the uncertainties of complex litigation, the
15 cost of pretrial and trial proceedings, the Court’s discretion to lower the amount of penalties
16 ultimately awarded, and the secured benefit to the Aggrieved Employees and the LWDA
17 promoting compliance with the Labor Code.

18 32. Each Aggrieved Employee will receive a portion of the civil penalties on a pro-
19 rata basis depending on the number of pay periods Defendants employed them for during the
20 PAGA Period. Agreement, ¶ 5. With a total of approximately 72 Aggrieved Employees, the
21 average estimated individual Settlement Payment for each Aggrieved Employee is approximately
22 \$155.56 (\$46,666/72 Aggrieved Employees). Although an average payment of \$155.56 per
23 Aggrieved Employee is not an enormous sum of money, it is an excellent result given the
24 uncertainties this lawsuit entails. It is also reasonable given the structure and purpose of the
25 PAGA. The PAGA is not a restitution statute with a traditional damages provision designed to
26 restore victims to the position they would have been in had the Labor Code violations not taken
27 place. Rather, it is at best a punishment statute designed to reduce future Labor Code violations.
28 It provides for civil penalties only.



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PMB 42554
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1875 Century Park East
Fl 7
Los Angeles, CA 90067



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Mail:
8605 Santa Monica Bl
PMB 42554
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1875 Century Park East
Fl 7
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1 copies of such records available to the Court for in camera inspection upon its request. I anticipate
2 that I will incur an additional \$138.19 in costs, which consist of filing fees and attorney service
3 fees for filing this motion and notice of entry of order. Thus, I anticipate my firm's litigations
4 costs will total approximately \$ 28,184.96 through final accounting of the Settlement. Including
5 the out-of-pocket expenses incurred by my co-counsel³, Plaintiff's Counsel request a total of
6 \$28,186.10 in reasonable litigation costs.⁴

7 37. In addition, based on my experience in wage and hour class action and PAGA
8 matters, fee awards of approximately one-third of the settlement fund are routinely approved as
9 reasonable. I have been awarded attorneys' fees equaling approximately one-third of the fund in
10 several wage and hour class actions, including: *Alvarez v. Gary Grace Enterprises, LP*, Marin
11 County Superior Court, Case No. CIV1002553 (one-third of fund); *Calderon v. Greatcall, Inc.*,
12 San Diego Superior Court, Case No. 37-2010-00093743-CU-OE-CTL (one-third of fund); *Butler*
13 *v. Lexxiom, Inc.*, San Bernardino County Superior Court, Case No. CIVRS1001579 (one-third of
14 fund); *Perez v. Southwest Dealer Services, Inc.*, Los Angeles County Superior Court, Case No.
15 BC439253 (one-third of fund); *O'Brien v. Optima Network Services, Inc.*, San Bernardino County
16 Superior Court, Case No. CIVRS1107056 (one-third of fund); *Noyd v. The Cristcat Group, et al.*,
17 Los Angeles County Superior Court, Case No. BC439558 (one-third of fund); *Huynh v.*
18 *Carefusion Resources, LLC, et al*, San Diego Sup.Ct., Case No. 37-2009-00103277-CU-OE-CTL
19 (one-third of fund); *Cunningham v. DPI Specialty Foods West, Inc.*, Los Angeles Sup.Ct., Case
20 No. BC465017 (one-third of fund); *Stucker v. L'Oreal USA S/D, Inc.*, Los Angeles Sup. Ct., Case
21 No. BC456080 (one-third of fund); *Valdez v. Healthcare Services Group, Inc.*, Los Angeles
22 Sup.Ct., Case No. BC462917 (one-third of fund); *Hernandez, et al v. HSBC*, U.S. District Court,
23 Central District of California, Case No. 10-CV-4753 (one-third of fund); *Sandoval, et al. v. Thrifty*
24 *Payless, Inc.*, et al. Los Angeles Sup.Ct., Case No. BC431249 (one-third of fund); *Alafa v. Custom*

25
26 ³ My co-counsel's current out of pocket expenses total approximately . See Haines Decl. ¶ 11.

27 ⁴ My co-counsel and I do not seek reimbursement for the wages I paid to the attorneys, paralegals,
28 and legal assistants to aid in the representation of the Class. We bore these expenses over the
time since this lawsuit began without expectation of reimbursement.

1 *Built Personal Training, Inc.*, Tulare County Superior Court, Case No. VCU-245496 (one-third
2 of fund); *Nardone v. Sequoia Beverage Company, LP*, Tulare Sup.Ct., Case No. VCU-248370
3 (one-third of fund); *Rosen v. Image Transfer*, Los Angeles Sup.Ct., Case No. BC511702 (one-
4 third of fund); *Tucker v. Maly's West, Inc.*, Los Angeles Sup.Ct., Case No. BC483920 (one-third
5 of fund); *King v. Build.com*, Butte Sup.Ct., Case No. 159985 (one-third of fund); *Clifford v.*
6 *Anderson Hay & Grain*, Los Angeles Sup.Ct., Case No. BC517625 (one-third of fund); *Nichols,*
7 *et al. v. Vitamin Shoppe*, Contra Costa Sup.Ct., Case No. CIVMSC13-01136 (one-third of fund);
8 *Clarke v. Insight Global*, U.S. District Court, Southern District of California, Case No. 13-CV-
9 0357 (one-third of fund); *Fischer, et al. v. National Distribution Centers LP, et al.*, Riverside
10 Sup.Ct., Case No. RIC1114952 (one-third of fund); *Shaw, et al. v. Interthinx, Inc.*, United States
11 District Court for the District of Colorado, Case No. 13-CV-01229-REB-BNB (one-third of
12 fund); *Ogbuehi v. Comcast of California/ Colorado/ Florida/ Oregon, Inc.*, United States District
13 Court, Eastern District of California, Case No. EDCV13-00672-KJM-KJN (one-third of fund);
14 *Lynch, et al. v. American Guard Services*, Los Angeles Superior Court, Case No. BC462681 (one-
15 third of fund); *Volney-Parris v. Southern California Edison Company*, Los Angeles Superior
16 Court, Case No. BC493038 (one-third of fund); *Hidalgo, et al. v. Sun Hill*, Los Angeles Superior
17 Court, Case No. BC480808 (one-third of fund); *Martin, et al. v. Aukeman Dairy, et al.*, Kern
18 Superior Court, Case No. S-1500-CV-282679 (one-third of fund); *Linder, et al. v. Warehouse*
19 *Services, Inc.*, San Bernardino Superior Court, Case No. CIVDS1500146 (one-third of fund).

20 38. My previous experience in litigating wage and hour class and representative
21 actions supports the reasonableness of the fee request, as does the caliber of opposing counsel.
22 My previous experience in similar matters was integral in evaluating the strengths and weaknesses
23 of the case against Defendants and the reasonableness of the Settlement. Practice in the narrow
24 field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving
25 substantive law, state and federal, as well as the procedural law of class action litigation. Because
26 it is reasonable to compensate me commensurate with my skill, reputation, and experience,
27 attorneys' fees of approximately one-third of the Gross Settlement Amount is reasonable.
28 Likewise, the caliber and experience of opposing counsel in labor and employment litigation



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Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

1 support the fairness and reasonableness of the requested fee award.

2 ***Settlement Administration Duties***

3 39. The duties of the Administrator are spelled out in the in the bid by Phoenix Class
4 Action Administration Solutions (“Phoenix Class Action Administration Solutions”), a true and
5 correct copy of which is attached as **Exhibit 13**.

6 40. With regard to the Administration Expenses Payment provision, it is reasonable.
7 Before agreeing to Phoenix Class Action Administration Solutions, the Parties sought and
8 reviewed bids from other reputable third-party administrators which provided higher bids:

9 A. ILYM Group, Inc. = \$4,450.00; and

10 B. Simpluris, Inc. = \$5,180.00.

11 A true and correct copy of the bid from ILYM Group, Inc. is attached hereto as **Exhibit 14**. A
12 true and correct copy of the bid from Simpluris, Inc. is attached hereto as **Exhibit 15**. Thus, the
13 Administration Expenses Payment provision should be given approval.

14 I declare under the penalty of perjury of the laws of the State of California that the
15 foregoing is true and correct.

16 Executed on Wednesday, April 22, 2026 at New York, New York.



17
18 DAVID SPIVAK,
19 Declarant



20
21 SPIVAK LAW
22 EMPLOYEE RIGHTS

23
24 Mail:
25 8605 Santa Monica Bl
PMB 42554
26 West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

27
28 Office:
1875 Century Park East
Fl 7
Los Angeles, CA 90067

EXHIBIT 1

1 DAVID GLENN SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

5 PMB 42554

6 West Hollywood, CA 90069

7 Telephone: (213) 725-9094

8 Facsimile: (213) 634-2485

9 Attorneys for Plaintiff(s),

10 TAYLOR SNOW, and all others similarly situated

11 (Additional attorneys for parties on following page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF MONTEREY**

14 **(UNLIMITED JURISDICTION)**

15 TAYLOR SNOW, on behalf of herself and all
16 others similarly situated, and as an “aggrieved
17 employee” on behalf of other “aggrieved
18 employees” under the Labor Code Private
19 Attorneys General Act of 2004,

20 *Plaintiff(s),*

21 vs.

22 555 OCEAN VIEW BLVD LLC (D/B/A SEVEN
23 GABLES INN), a California limited liability
24 company; KIRKWOOD COLLECTION, INC., a
25 California corporation; KIRKWOOD
26 COLLECTION HOLDINGS LLC, a California
27 limited liability company; and DOES 1–50,
28 inclusive,

Defendant(s).

Case No. 23CV001630

PAGA SETTLEMENT AGREEMENT

Action filed: May 19, 2023

Dept: 14, The Honorable Carrie
M. Panetta

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ADDITIONAL ATTORNEY FOR PLAINTIFF

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl.
PMB 63354
West Hollywood, CA 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

Attorneys for Plaintiff(s),
TAYLOR SNOW, and all others similarly situated

ATTORNEY FOR DEFENDANTS

ALEXANDER POLISHUK (SBN 265349)
apolishuk@polsinelli.com
POLSINELLI LLP
2049 Century Park East
Suite 2900
Los Angeles CA 90067
Telephone: (310) 229-1320
Facsimile: _____

Attorneys for Defendant(s),
555 OCEAN VIEW BLVD LLC (D/B/A SEVEN GABLES INN), KIRKWOOD
COLLECTION, INC., AND KIRKWOOD COLLECTION HOLDINGS LLC

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Taylor Snow (“Plaintiff”) and defendants 555 Ocean View Blvd LLC (D/B/A
3 Seven Gables Inn), Kirkwood Collection, Inc., and Kirkwood Collection Holdings LLC
4 (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as
5 “Parties,” or individually as “Party.”

6
7 **1. DEFINITIONS.**

8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
9 555 Ocean View Blvd LLC (D/B/A Seven Gables Inn), Kirkwood Collection, Inc., and Kirkwood
10 Collection Holdings LLC captioned “Taylor Snow, on behalf of herself, and all others similarly
11 situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved employees’ under the
12 Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs. 555 Ocean View Blvd LLC
13 (D/B/A Seven Gables Inn), Kirkwood Collection, Inc., and Kirkwood Collection Holdings LLC;
14 and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No. 23CV001630 initiated on May 19,
15 2023 and pending in Superior Court of the State of California, County of Monterey.

16 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the
17 neutral entity the Parties have agreed to appoint to administer the Settlement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be
19 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
20 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
21 with approval of the Settlement.

22 1.4. “Aggrieved Employee” means a person employed by Defendants at the Seven
23 Gables Inn in California and classified as hourly and non-exempt who worked for Defendants
24 during the PAGA Period.

25 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information
26 in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing
27 address, Social Security number, and number of PAGA Pay Periods.

28 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation

1 and search for current Aggrieved Employee mailing addresses using all reasonably available
2 sources, methods and means including, but not limited to, the National Change of Address
3 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

4 1.7. "Court" means the Superior Court of California, County of Monterey.

5 1.8. "Defense Counsel" means Alexander Polishuk of Polsinelli LLP.

6 1.9. "Effective Date" means the date by when both of the following have occurred: (a)
7 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment
8 is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
9 enters Judgment.

10 1.10. "Gross Settlement Amount" means \$180,000.00 which is the total amount
11 Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The
12 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
13 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
14 Administrator's Expenses Payment..

15 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
16 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
17 Employee worked during the PAGA Period.

18 1.12. "Individual Plaintiff Settlement" means the settlement agreement entered into
19 between the Defendants and Plaintiff for the full settlement, release, and waiver of Plaintiff's
20 known and unknown individual claims.

21 1.13. "Judgment" means the judgment entered by the Court based upon the Court's
22 approval of the Settlement.

23 1.14. "LWDA" means the California Labor and Workforce Development Agency, the
24 agency entitled, under Labor Code section 2699, subd. (i).

25 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
26 LWDA under Labor Code section 2699, subd. (i).

27 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following
28 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

1 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
2 Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as
3 Individual PAGA Payments.

4 1.17. "PAGA Counsel" means David Glenn Spivak of The Spivak Law Firm and Walter
5 L. Haines of United Employees Law Group, the attorneys representing the Plaintiff in the Action.

6 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
7 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
8 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

9 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
10 worked for Defendants for at least one day during the PAGA Period.

11 1.20. "PAGA Period" means the period from May 18, 2022 to September 08, 2025.

12 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

13 1.22. "PAGA Notice" means Plaintiff's May 18, 2023 letter to Defendants and the
14 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

15 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
16 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$19,750.00) and the
17 75% to LWDA (\$59,250.00) in settlement of PAGA claims.

18 1.24. "Plaintiff" means Taylor Snow, the named plaintiff in the Action.

19 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA
20 Settlement.

21 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and
22 PAGA Counsel and as described in Paragraph 5 below.

23 1.27. "Released Parties" means: Defendants and each of their former and present
24 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
25 assigns subsidiaries, and affiliates.

26 1.28. "Settlement" means the disposition of the Action effected by this Agreement and
27 the Judgment.

28 1.29. "Defendants" means named Defendants 555 Ocean View Blvd LLC (D/B/A Seven

1 Gables Inn), Kirkwood Collection, Inc., and Kirkwood Collection Holdings LLC.

2
3 ///

4 **2. RECITALS.**

5 2.1. On May 19, 2023, Plaintiff commenced this Action by filing a Complaint
6 alleging causes of action against Defendants for failure to pay wages, unauthorized and unlawful
7 wage deductions, failure to provide meal periods, failure to authorize and permit rest periods,
8 failure to indemnify for business expenses, failure to issue proper wage statements, failure to
9 timely pay wages, failure to maintain required payroll records, and related claims. On July 27,
10 2023, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA. The First
11 Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”).
12 Subsequently, the Court dismissed Plaintiff’s non-PAGA causes of action and compelled her
13 individual claims to arbitration. Defendants deny the allegations in the Operative Complaint,
14 deny any failure to comply with the laws identified in the Operative Complaint and deny any and
15 all liability for the causes of action alleged.

16 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
17 notice to Defendants and the LWDA by sending the PAGA Notice.

18 2.3. On September 08, 2025, the Parties participated in an all-day mediation presided
19 over by Steve Pearl, Esq. which led to this Agreement to settle the Action (describe alternative
20 means of negotiation.

21 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, the
22 number of comparable employees, the number of pay periods, the number of workweeks, average
23 rates of pay, sample time records, sample payroll records, written policies, Defendants’ financial
24 records, and related information.

25 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not
26 aware of any other pending matter or action asserting claims that will be extinguished or affected
27 by the Settlement.

28

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
3 Defendants promise to pay \$180,000.00 and no more as the Gross Settlement Amount.
4 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated
5 in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement
6 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
7 payment. None of the Gross Settlement Amount will revert to Defendants.

8 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
9 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
10 the Court in the Court's Approval order:

11 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33
12 and 1/3%, which is currently estimated to be \$60,000.00 and a PAGA Counsel Litigation
13 Expenses Payment of not more than \$31,000.00. Defendants will not oppose requests for these
14 payments provided that do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
15 application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment.
16 If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation
17 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder
18 to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any
19 other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment
20 and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
21 Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099
22 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA
23 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds
24 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any
25 division or sharing of any of these Payments.

26 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
27 \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the
28 Administration Expenses are less or the Court approves payment less than \$12,500.00, the

1 Administrator will retain the remainder in the Net Settlement Amount.

2 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the
3 amount of \$79,000.00 to be paid from the Gross Settlement Amount, with 75% (\$59,250.00)
4 allocated to the LWDA PAGA Payment and 25% (\$19,750.00) allocated to the Individual PAGA
5 Payments.

6 3.2.3.1. The Administrator will calculate each Individual PAGA Payment
7 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
8 (\$19,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved
9 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
10 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any
11 taxes owed on their Individual PAGA Payment.

12 3.2.3.2. If the Court approves PAGA Penalties of less than the amount
13 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
14 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

- 15 • The Parties have also entered into a separate Individual Plaintiff
16 Settlement in the amount of \$10,000 for the full dismissal,
17 settlement, waiver, and release of Plaintiff's known and unknown
18 individual claims.

19 20 **4. SETTLEMENT FUNDING AND PAYMENTS.**

21 4.1. Aggrieved Employee Pay Periods. Based on a review of their records to date,
22 Defendants estimate there are 72 Aggrieved Employees who worked a total 1,714 PAGA Pay
23 Periods.

24 4.2. Aggrieved Employee Data. Within 15 days, Defendants will simultaneously
25 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
26 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain
27 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes
28 of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data

1 to Administrator employees who need access to the Aggrieved Employee Data to effect and
2 perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA
3 Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying
4 information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably
5 feasible. Without any extension of the deadline by which Defendants must send the Aggrieved
6 Employee Data to the Administrator, the Parties and their counsel will expeditiously use best
7 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
8 Aggrieved Employee Data.

9 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
10 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
11 Effective Date as follows: Defendants shall pay \$5,000 monthly for 36 months.

12 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
13 fund the 12th, 24th, and 36th installment payments toward the Gross Settlement Amount, the
14 Administrator will mail checks for pro rata shares of all Individual PAGA Payments, the LWDA
15 PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and
16 the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and
17 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
18 Payments.

19 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
20 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face
21 of each check shall prominently state the date (not less than 180 days after the date of mailing)
22 when the check will be voided. The Administrator will cancel all checks not cashed by the void
23 date. Before mailing any checks, the Administrator must update the recipients' mailing addresses
24 using the National Change of Address Database.

25 4.4.2. The Administrator must conduct a Aggrieved Employee Address Search
26 for all other Aggrieved Employees whose checks are returned undelivered without USPS
27 forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail
28 checks to the USPS forwarding address provided or to an address ascertained through the

1 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver
2 checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The
3 Administrator shall promptly send a replacement check to any Aggrieved Employee whose
4 original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

5 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
7 by such check to the California Controller's Unclaimed Property Fund in the name of the
8 Aggrieved Employee.

9 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
10 to confer any additional benefits or make any additional payments to Aggrieved Employees (such
11 as 401(k) contributions or bonuses) beyond those specified in this Agreement.

12
13 **5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
14 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
15 the Individual PAGA Payments, Plaintiff, Aggrieved Employees, and PAGA Counsel will
16 release claims against all Released Parties as follows:

17 5.1. Plaintiff's Release. With the exception of the individual claims Plaintiff has stated
18 in her demand for arbitration, Plaintiff and her respective former and present spouses,
19 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,
20 and assigns generally, release and discharge Released Parties from all claims, transactions, or
21 occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims
22 that were, or reasonably could have been, alleged, based on the facts contained in the Operative
23 Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to
24 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
25 unemployment benefits, disability benefits, social security benefits, workers' compensation
26 benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff
27 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
28 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's

1 Release shall be and remain effective in all respects, notwithstanding such different or additional
2 facts or Plaintiff's discovery of them.

3 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
5 and benefits, if any, of section 1542 of the California Civil Code, which reads:

6
7 **A general release does not extend to claims that the creditor or releasing party**
8 **does not know or suspect to exist in his or her favor at the time of executing**
9 **the release, and that if known by him or her would have materially affected**
10 **his or her settlement with the debtor or Released Party.**

11 5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to
12 release, on behalf of themselves and their respective former and present representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
14 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
15 Period facts stated in the Operative Complaint and the PAGA Notice.

16 5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
17 former attorneys, employees, agents, successors and assigns the Released Parties from all claims
18 for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts
19 stated in the Operative Complaint and the PAGA Notice.

20 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties
21 agree to jointly prepare and file an application or motion for approval of this Settlement.

22 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
23 all documents necessary for obtaining approval of this Settlement under Labor Code Section
24 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement;
25 (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering
26 the Settlement and attesting to its willingness to serve; competency; operative procedures for
27 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
28 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential

1 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
2 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration
3 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary
4 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
5 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
6 subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to
7 the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or
8 potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
9 Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter
10 or action asserting claims that will be extinguished or adversely affected by the Settlement.

11 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly
12 responsible for expeditiously finalizing and filing the application or motion for approval of this
13 Settlement no later than 30 days after the full execution of this Agreement and, if necessary,
14 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
15 motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the
16 Administrator.

17 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
18 application or motion for approval of this Settlement and/or the supporting declarations and
19 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
20 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
21 If the Court does not grant the motion for approval of this Settlement or conditions its approval
22 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
23 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in
24 good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

25 26 **7. SETTLEMENT ADMINISTRATION.**

27 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class
28 Action Administration Solutions to serve as the Administrator and verified that, as a condition of

1 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
2 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
3 payment of Administration Expenses. The Parties and their Counsel represent that they have no
4 interest or relationship, financial or otherwise, with the Administrator other than a professional
5 relationship arising out of prior experiences administering settlements.

6 7.2 Employer Identification Number. The Administrator shall have and use its own
7 Employer Identification Number for purposes of calculating payroll tax withholdings and
8 providing reports state and federal tax authorities.

9 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
10 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
11 Regulation section 468B-1.

12 7.4 Administrator Duties. The Administrator has a duty to perform or observe all
13 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

14
15 **8. AGGRIEVED EMPLOYEES ESTIMATES.** Based on their records, Defendants
16 estimate that, as of the date of this Settlement Agreement, there are 72 Aggrieved Employees who
17 worked 1,714 Pay Periods during the PAGA Period.

18
19 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry
20 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
21 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
22 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

23 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
24 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
25 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights
26 to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
27 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
28 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or

1 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
2 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
3 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

4 **10. ADDITIONAL PROVISIONS.**

5 10.1 No Admission of Liability or Representative Manageability for Other Purposes.

6 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
7 this Agreement is intended or should be construed as an admission by Defendants that any of the
8 allegations in the Operative Complaint have merit or that Defendants have any liability for any
9 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
10 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
11 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
12 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
13 right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
14 settle the Action will have no bearing on, and will not be admissible in connection with, any
15 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

16 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

17 Agreement together with its attached exhibits shall constitute the entire agreement between the
18 Parties relating to the Settlement, superseding any and all oral representations, warranties,
19 covenants, or inducements made to or by any Party.

20 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant

21 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
22 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
23 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
24 terms of this Agreement including any amendments to this Agreement.

25 10.4 Cooperation. The Parties and their counsel will cooperate with each other and

26 use their best efforts, in good faith, to implement the Settlement by, among other things,
27 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
28 points and authorities as requested by the Court. In the event the Parties are unable to agree upon

1 the form or content of any document necessary to implement the Settlement, or on any
2 modification of the Agreement that may become necessary to implement the Settlement, the
3 Parties will seek the assistance of a mediator and/or the Court for resolution.

4 10.5 No Prior Assignments. The Parties separately represent and warrant that they
5 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
6 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
10 Settlement be relied upon as such within the meaning of United States Treasury Department
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 10.7 Modification of Agreement. This Agreement, and all parts of it, may be
13 amended, modified, changed, or waived only by an express written instrument signed by all
14 Parties or their representatives, and approved by the Court.

15 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and
16 inure to the benefit of, the successors of each of the Parties.

17 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will
18 be governed by and interpreted according to the internal laws of the state of California, without
19 regard to conflict of law principles.

20 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
21 preparation of this Agreement. This Agreement will not be construed against any Party on the
22 basis that the Party was the drafter or participated in the drafting.

23 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
24 entered during Action and in this Agreement relating to the confidentiality of information shall
25 survive the execution of this Agreement.

26 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
27 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
28 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement

1 negotiations, or in connection with the Settlement, may be used only with respect to this
2 Settlement, and no other purpose, and may not be used in any way that violates any existing
3 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
4 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
5 electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the
6 Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA
7 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

8 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement
9 is inserted for convenience of reference only and does not constitute a part of this Agreement.

10 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
11 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
12 weekend or federal legal holiday, such date or deadline shall be on the first business day
13 thereafter.

14 10.15 Notice. All notices, demands or other communications between the Parties in
15 connection with this Agreement will be in writing and deemed to have been duly given as of the
16 third business day after mailing by United States mail, or the day sent by email or messenger,
17 addressed as follows:

18
19 To Plaintiff:
20 David Glenn Spivak, Esq.
21 The Spivak Law Firm
22 8605 Santa Monica Bl
23 PMB 42554
24 West Hollywood, CA 90069
25 david@spivaklaw.com

26 To Defendants:
27 Alexander Polishuk, Esq.
28 Polsinelli LLP
29 2049 Century Park East
30 Suite 2900
31 Los Angeles, CA 90067
32 apolishuk@polsinelli.com

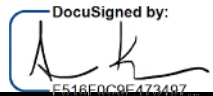
10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 11 / 13 / 2025

By: 
TAYLOR SNOW

Dated: 12/17/2025

By: 
ALEX KIRKWOOD for
555 OCEAN VIEW BLVD LLC
(D/B/A SEVEN GABLES INN),
KIRKWOOD COLLECTION, INC.,
AND KIRKWOOD COLLECTION
HOLDINGS LLC

THE SPIVAK LAW FIRM

Dated: 11 / 13 / 2025

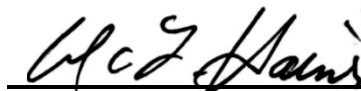
By: 
DAVID GLENN SPIVAK, Attorneys
for Plaintiff, TAYLOR SNOW, and all
others similarly situated

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UNITED EMPLOYEES LAW GROUP

Dated: November 13, 2025

By:

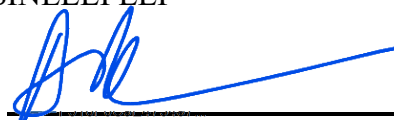


WALTER L. HAINES, Attorneys for
Plaintiff, TAYLOR SNOW, and all
others similarly situated

POLSINELLI LLP

Dated: 12/17/2025

By:



ALEXANDER POLISHUK, Attorneys
for Defendants, 555 OCEAN VIEW
BLVD LLC (D/B/A SEVEN GABLES
INN), KIRKWOOD COLLECTION,
INC., AND KIRKWOOD
COLLECTION HOLDINGS LLC

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EXHIBIT A

1 **NOTICE OF PAGA SETTLEMENT**

2 *Taylor Snow v. 555 Ocean View Blvd LLC (D/B/A Seven Gables Inn)*

3 *(Superior Court of California, Monterey County)*

4 *Case No. 23CV001630*

5 <<Phoenix Class Action Administration Solutions>>

6 []

7 []

8 Telephone: []

9 «Barcode» «BarcodeString»

10 SIMID «SIMID»

11 «FirstName»

12 «LastName»

13 «Address1» «Address2»

14 «City» «State» «Zip»

15 You are receiving this notice as a result of a lawsuit brought on a representative basis
16 under the Private Attorneys General Act, Labor Code §§ 2698, *et seq.* (“PAGA”) (“the Action”).
17 The plaintiff in the Action is Taylor Snow (“Plaintiff”) and the defendants are 555 Ocean View
18 Blvd LLC (D/B/A Seven Gables Inn), Kirkwood Collection, Inc., and Kirkwood Collection
19 Holdings LLC (collectively “Defendants”). The Action seeks civil penalties for purported
20 violations of the California Labor Code on behalf of all Defendants’ current and former
21 California hourly, non-exempt employees (“Aggrieved Employees”) who Defendants employed
22 at the Seven Gables Inn during the PAGA Period of May 18, 2022 through September 8, 2025.
23 Defendants deny all claims and allegations in the Action, deny that they owe any penalties, and
24 assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to
25 avoid further costs and time in defending the Action, Defendants have settled the case and the
26 Court has approved the settlement and release of claims. By settling the Action, Defendants are
27 not admitting that they have done anything wrong. As of and subject to the occurrence of the
28 Effective Date of the Settlement, the Settlement resolves all claims for PAGA penalties that were
alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
Operative Complaint and the PAGA Notice (“Released PAGA Claims”). The “Released Parties”
are Defendants and each of their former and present directors, officers, shareholders, owners,
members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.

22 By Order dated <<court approval order date>>, the Superior Court of the State of
23 California, Monterey County approved the Settlement of the PAGA claims.

24 According to the Defendants’ records, you are an Aggrieved Employee and therefore
25 entitled to an Individual PAGA Payment, a share of the settlement based upon the Court approved
26 allocation. Enclosed with this Notice is your check for your Individual PAGA Payment. The
27 settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be
28 distributed to California State Controller’s Office Unclaimed Property Fund with an
identification of the amount of unclaimed funds attributable to each Aggrieved Employee.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to Phoenix Class Action Administration Solutions (the Administrator) using the contact information at the top of this correspondence.

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY
(UNLIMITED JURISDICTION)

TAYLOR SNOW, on behalf of herself and all others similarly situated, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

555 OCEAN VIEW BLVD LLC (D/B/A SEVEN GABLES INN), a California limited liability company; KIRKWOOD COLLECTION, INC., a California corporation; KIRKWOOD COLLECTION HOLDINGS LLC, a California limited liability company; and DOES 1–50, inclusive,

Defendant(s).

Case No. 23CV001630

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT AGREEMENT

Action filed: May 19, 2023
Dept: 14, The Honorable Carrie M. Panetta

1 Having considered the Parties' PAGA Settlement Agreement ("Agreement" or "PAGA
2 Settlement"), IT IS HEREBY ORDERED THAT:

3 1. To the extent required by Labor Code § 2699(l), the Settlement and its terms
4 represent a reasonable and adequate settlement of highly disputed claims to Plaintiff Taylor Snow
5 ("Plaintiff"), the "Aggrieved Employees" (as the term is defined in the PAGA Settlement), the
6 State of California, Plaintiff's counsel, and defendants 555 Ocean View Blvd LLC (D/B/A Seven
7 Gables Inn), Kirkwood Collection, Inc., and Kirkwood Collection Holdings LLC (collectively
8 "Defendants"), and is approved.

9 2. Defendants shall pay the "Gross Settlement Amount" (as the term defined in the
10 Settlement) in the amount of \$180,000.00. The Gross Settlement Amount includes: (a) the PAGA
11 Counsel Fees Payment in the amount of \$60,000.00 and PAGA Counsel Litigation Expenses
12 Payment of \$31,000.00 to David Glenn Spivak of The Spivak Law Firm and Walter L. Haines
13 of United Employees Law Group, PAGA Counsel; (b) "PAGA Penalties" (as the term defined in
14 the PAGA Settlement) payable to the Aggrieved Employees and the Labor and Workforce
15 Development Agency ("LWDA"); and (c) Administration Expenses Payment of up to \$12,500.00
16 to Phoenix Class Action Administration Solutions to administer the settlement, in accordance
17 with the procedure as mentioned in the Settlement.

18 3. The allocation of the Settlement payment among the Plaintiff, the Aggrieved
19 Employees, the State of California, the Settlement Administrator and Plaintiff's counsel is fair,
20 just, reasonable, adequate, and equitable to all concerned, and is approved to the extent required
21 under Labor Code § 2699(l).

22 4. The settlement is approved on the terms stated in the Agreement.

23 5. Judgment in this matter is entered in accordance with, and incorporates by
24 reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to
25 terminate this action, this judgment will terminate the action.

26 6. The PAGA Settlement is not an admission by Defendants, or any of the "Released
27 Parties" (as the term is defined in the Settlement), nor is this judgment a finding of the validity
28 of any allegations or of any wrongdoing by Defendants or the Released Parties. Neither this
judgment, the Agreement, nor any document referred to therein, nor any action taken to carry out
the PAGA Settlement, may be construed as, or may be used as, an admission of any fault,

1 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or the
2 Released Parties.

3 7. The PAGA Settlement shall be binding on Plaintiff, all Aggrieved Employees,
4 and the State of California, who are hereby barred from re-litigating any of the claims released
5 by the Settlement.

6 8. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
7 and continuing jurisdiction over the above-captioned action and the parties for purposes of
8 enforcing the terms of the PAGA Settlement.

9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

10
11 **DATE**

11 **THE HON. CARRIE M. PANETTA**
12 **JUDGE OF THE SUPERIOR COURT**

EXHIBIT 2

1 **NOTICE OF PAGA SETTLEMENT**

2 *Taylor Snow v. 555 Ocean View Blvd LLC (D/B/A Seven Gables Inn)*

3 *(Superior Court of California, Monterey County)*

4 *Case No. 23CV001630*

5 <<Phoenix Class Action Administration Solutions>>

6 []

7 []

8 Telephone: []

9 «Barcode» «BarcodeString»

10 SIMID «SIMID»

11 «FirstName»

12 «LastName»

13 «Address1» «Address2»

14 «City» «State» «Zip»

15 You are receiving this notice as a result of a lawsuit brought on a representative basis
16 under the Private Attorneys General Act, Labor Code §§ 2698, *et seq.* (“PAGA”) (“the Action”).
17 The plaintiff in the Action is Taylor Snow (“Plaintiff”) and the defendants are 555 Ocean View
18 Blvd LLC (D/B/A Seven Gables Inn), Kirkwood Collection, Inc., and Kirkwood Collection
19 Holdings LLC (collectively “Defendants”). The Action seeks civil penalties for purported
20 violations of the California Labor Code on behalf of all Defendants’ current and former
21 California hourly, non-exempt employees (“Aggrieved Employees”) who Defendants employed
at the Seven Gables Inn during the PAGA Period of May 18, 2022 through September 8, 2025.
Defendants deny all claims and allegations in the Action, deny that they owe any penalties, and
assert that they have fully complied with all applicable Labor Code provisions. Nevertheless, to
avoid further costs and time in defending the Action, Defendants have settled the case and the
Court has approved the settlement and release of claims. By settling the Action, Defendants are
not admitting that they have done anything wrong. As of and subject to the occurrence of the
Effective Date of the Settlement, the Settlement resolves all claims for PAGA penalties that were
alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
Operative Complaint and the PAGA Notice (“Released PAGA Claims”). The “Released Parties”
are Defendants and each of their former and present directors, officers, shareholders, owners,
members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.

22 By Order dated <<court approval order date>>, the Superior Court of the State of
23 California, Monterey County approved the Settlement of the PAGA claims.

24 According to the Defendants’ records, you are an Aggrieved Employee and therefore
25 entitled to an Individual PAGA Payment, a share of the settlement based upon the Court approved
26 allocation. Enclosed with this Notice is your check for your Individual PAGA Payment. The
27 settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be
distributed to California State Controller’s Office Unclaimed Property Fund with an
identification of the amount of unclaimed funds attributable to each Aggrieved Employee.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to Phoenix Class Action Administration Solutions (the Administrator) using the contact information at the top of this correspondence.

EXHIBIT 3



THE SPIVAK LAW FIRM

EMPLOYEE RIGHTS

8605 Santa Monica Bl PMB 42554 West Hollywood CA 90069 Mail
1801 Century Park East 25th Fl Los Angeles CA 90067 Office
(213) 725-9094 Tel
(213) 634-2485 Fax
spivaklaw.com Web

SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

May 18, 2023

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Taylor Snow / Kirkwood Collection Employers

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Taylor Snow (hereafter “Snow” or “Complainant”) provides notice that 555 Ocean View Blvd LLC, a California limited liability company, Kirkwood Collection, Inc., a California corporation, Kirkwood Collection Holdings LLC, a California limited liability company, and related entities (collectively “the Kirkwood Collection Employers” or “the Employers”) violated her rights and those of all other individuals the Kirkwood Collection Employers have employed or otherwise contracted with in California as hourly and non-exempt employees, including but not limited to reservationists and front desk agents, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Snow hereby provides this notice to the Labor & Workforce Development Agency and the Kirkwood Collection Employers and their agents and representatives.

At all relevant times, the Kirkwood Collection Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies throughout California. Snow and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately January 18, 2022, the Kirkwood Collection Employers began to employ Snow in Pacific Grove in the position of hourly, non-exempt reservationist and front desk agent. The Kirkwood Collection Employers continuously employed her in that capacity until on or about June 20, 2022 when her employment ended.

At all relevant times, the Kirkwood Collection Employers issued wages to Snow and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Kirkwood Collection Employers classified Snow and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Kirkwood Collection Employers failed to compensate Snow and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties while off-the-clock prior to clocking in and during their meal periods. The Kirkwood Collection Employers also required Snow and all other Aggrieved Employees to perform work-related duties during their paid rest periods.

The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties before clocking-in. The Kirkwood Collection Employers expected Snow and all other Aggrieved Employees who were scheduled to open the hotel to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all computers, and log-in to and check the reservation systems all prior to clocking in. In fact, the Kirkwood Collection Employers' punch card system disallowed Snow and all other Aggrieved Employees from clocking in prior to their shift start time at 8 A.M.

At all relevant times, the Kirkwood Collection Employers failed to provide Snow and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain in their work areas or assigned work stations and available to customers and other employees at all times. Due to these policies and chronic understaffing the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to forgo some or all of each off-duty meal period. Further, the Kirkwood

Collection Employers denied Snow and all other Aggrieved Employees a second meal period on days their shifts exceeded ten (10) hours. The Kirkwood Collection Employers also failed to pay premium wages for days on which they failed to provide Snow and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Kirkwood Collection Employers failed to authorize and permit Snow and all of the other Aggrieved Employees to take ten-minute, off-duty rest breaks every four hours worked or major portion thereof. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain at their assigned work stations or in their assigned work areas and available to customers, coworkers, and managers at all times. Further, the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to remain on-duty at all times disallowing all rest breaks. In fact, the Kirkwood Collection Employers never informed Snow and all other Aggrieved Employees that they were entitled to rest breaks. Consequently, the Kirkwood Collection denied Snow and all other Aggrieved Employees any 10-minute, off-duty rest breaks. The Kirkwood Collection Employers also failed to pay premium wages for days on which they failed to authorize and permit Snow and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Kirkwood Collection Employers required Snow and all of the other Aggrieved Employees to supply personal mobile phones to perform their job duties. However, the Kirkwood Collection Employers did not provide these items and did not reimburse Snow and the other Aggrieved Employees for these items. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to use their personal cell phones and telecom to complete work-related tasks during business hours including communicating with other employees and managers. The Kirkwood Collection Employers did not provide any other means of staff communication and instead relied on Snow and all other Aggrieved Employees' personal cell phones and did not reimburse Snow or other Aggrieved Employees for the use of their personal cell phones.

At all relevant times, the Kirkwood Collection Employers failed to issue to Snow and all other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay and all wages earned. The Kirkwood Collection Employers knowingly and intentionally failed to state on the wage statements they

issued to Snow and all other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

The Kirkwood Collection Employers failed to timely pay Snow and all other Aggrieved Employees all earned wages as described above during and at the conclusion of their employment.

The Kirkwood Collection Employers failed to maintain accurate employee records of Snow and all other Aggrieved Employees.

For the reasons stated herein, Snow alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Kirkwood Collection Employers failed to provide Snow and all other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Kirkwood Collection Employers failed to authorize and permit Snow and all other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Kirkwood Collection Employers failed to compensate Snow and all other Aggrieved Employees at one hour's pay for each day in which the Kirkwood Collection Employers failed to provide them with one or more meal periods as required by law;
- (e) The Kirkwood Collection Employers failed to compensate Snow and all other Aggrieved Employees at one hour's pay for each day in which the Kirkwood Collection Employers failed to authorize and permit them to take one or more rest breaks as required by law;

- (f) The Kirkwood Collection Employers failed to indemnify Snow and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Kirkwood Collection Employers knowingly and intentionally failed to provide Snow and all other Aggrieved Employees with accurate wage statements;
- (h) The Kirkwood Collection Employers willfully failed to timely pay Snow and all other Aggrieved Employees all earned and unpaid wages during their employment with the Kirkwood Collection Employers and when their employment ended; and
- (i) The Kirkwood Collection Employers failed to maintain accurate employment records pertaining to Snow and all other Aggrieved Employees.

Accordingly, Snow now seeks civil penalties on behalf of herself and all other Aggrieved Employees based on the Kirkwood Collection Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean:

[A]ny industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food is either sold or liquid

form is prepared and served to be consumed on the premises;

- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters; [and]
- ...
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units. . . .

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Kirkwood Collection Employers, Snow, and all other Aggrieved Employees were covered by the Wage Order because the Kirkwood Collection Employers operated, and Snow and all other Aggrieved Employees worked for, one or more hotels. Accordingly, Snow and all other Aggrieved Employees are entitled to the protections the Wage Order provides.

**Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay**
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties before clocking-in. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties before clocking-in. The Kirkwood Collection Employers expected Snow and all other Aggrieved Employees who were scheduled to open the hotel to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all computers, and log-in to and check the reservation systems all prior to clocking in. In fact, the Kirkwood Collection Employers' punch card system disallowed Snow and all other Aggrieved Employees from clocking in prior to their shift start time at 8 A.M.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904-905. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the Kirkwood Collection Employers, Snow and all other Aggrieved Employees earned meal period premium wages and rest period premium wages during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees overtime and double time premium pay on such rest period premium wages, meal period premium wages, and other non-discretionary compensation.

At all relevant times during the applicable limitations period, the Kirkwood Collection Employers failed to compensate Snow and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Snow now seeks civil penalties on behalf of herself and all other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to

Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1); and

4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Kirkwood Collection Employers failed to provide Snow and all other Aggrieved Employees with all timely meal periods. The Kirkwood Collection Employers denied Snow and all other Aggrieved Employees their 30-minute off-duty

meal periods within the first five hours of work. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain in their work areas or assigned work stations and available to customers and other employees at all times. Due to these policies and chronic understaffing the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to forgo some or all of each off-duty meal period. Further, the Kirkwood Collection denied Snow and all other Aggrieved Employees a second meal period on days their shifts exceeded ten (10) hours. Consequently, the Kirkwood Collection Employers denied Snow and all other Aggrieved Employees their duty-free meal periods. Furthermore, the Kirkwood Collection Employers failed to pay premium wages for days on which they failed to provide Snow and all of the other Aggrieved Employees with timely meal periods.

Accordingly, Snow now seeks civil penalties for these Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code § 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “[t]he employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.” Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of

Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Kirkwood Collection Employers failed to authorize and permit Snow and all other Aggrieved Employees to take ten-minute, duty-free rest breaks every four hours worked or major fraction thereof. The Kirkwood Collection Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain at their assigned work stations or in their assigned work areas and available to customers, coworkers, and managers at all times. Further, the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to remain on-duty at all times disallowing all rest breaks. In fact, the Kirkwood Collection Employers never informed Snow and all other Aggrieved Employees that they were entitled to rest breaks. Consequently, the Kirkwood Collection denied Snow and all other Aggrieved Employees any 10-minute, off-duty rest breaks. Consequently, the Kirkwood Collection denied Snow and all other Aggrieved Employees any 10-minute, off-duty rest breaks. Moreover, the Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees premium wages on workdays the Kirkwood Collection Employers failed to provide Snow and all other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof.

Accordingly, Snow now seeks civil penalties for these Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

///

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code section 2802(a) states, “[a]n employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, in relevant part, the Wage Order states,

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. . . .

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Kirkwood Collection Employers required Snow and all other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Kirkwood Collection Employers did not provide these items and did not reimburse Snow and the other Aggrieved Employees for these items. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to use their personal cell phones and telecom to complete work-related tasks during business hours including communicating with other employees or managers throughout their shifts. The Kirkwood Collection Employers did not provide any other means of staff communication and did not reimburse Snow or other Aggrieved Employees for the use of their personal cell phones, nor the use of their cell phone plan. Accordingly, Snow seeks civil penalties for these Labor Code violations that the Kirkwood Collection Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)) and
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Kirkwood Collection Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Kirkwood Collection Employers failed to state in the wage statements they issued to Snow and all other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock before clocking-in and during meal and rest periods (as described above). The Kirkwood Collection Employers knowingly and intentionally failed to state on the wage statements they issued to Snow and all other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

Accordingly, Snow seeks civil penalties for the Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code § 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code § 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day,

inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Kirkwood Collection Employers failed to compensate Snow and all other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation at the intervals stated above. As a result, the Kirkwood Collection Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Snow now seeks civil penalties for the Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code section 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under section 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code section 203, if an employer willfully fails to pay without abatement or reduction, in accordance with Labor Code sections 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Snow, including minimum wages, regular wages, overtime wages, and doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Snow and all other Aggrieved Employees as set forth above at the end of employment, the Kirkwood Collection Employers are liable for violations of Labor Code sections 201, 202, and 203. Accordingly, on behalf of herself and all other Aggrieved Employees, Snow seeks civil penalties from the Kirkwood Collection Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (A) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.
 - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Kirkwood Collection Employers failed to compensate Snow and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the Kirkwood Collection Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Snow and all other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Snow seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code § 1174 (penalties set by Labor Code § 1174.5) and
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

// /

LWDA / The Kirkwood Collection Employers
Re: Taylor Snow
May 18, 2023
Page 22 of 22

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Taylor Snow will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.
David@spivaklaw.com
cc: Taylor Snow
Walter L. Haines, Esq.

555 Ocean View Blvd LLC (DBA Seven Gables Inn)
c/o Alex Polishuk, Esq. & Diana M. Martinez, Esq.
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
apolishuk@polsinelli.com
dmartinez@polsinelli.com

Kirkwood Collection, Inc.
c/o Alex Kirkwood
Agent for Service of Process
301 North Canon Drive, Suite 302
Beverly Hills, CA 90210

Kirkwood Collection Holdings LLC
c/o Alex Kirkwood
Agent for Service of Process
301 North Canon Drive, Suite 302
Beverly Hills, CA 90210

EXHIBIT 4

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com

2 JENICA LEONARD (SBN 245366)
jenica@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

6 Telephone: (213) 725-9094

Facsimile: (213) 634-2485

7 Attorneys for Plaintiff(s),

8 TAYLOR SNOW, and all others similarly situated

9 (Additional attorneys for Plaintiff(s) on next page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF MONTEREY**
12 **(UNLIMITED JURISDICTION)**

13 TAYLOR SNOW, on behalf of herself and all
14 others similarly situated, and the general public,

15 *Plaintiff(s),*

16 vs.

17 555 OCEAN VIEW BLVD LLC (D/B/A
18 SEVEN GABLES INN), a California limited
liability company; KIRKWOOD
19 COLLECTION, INC., a California corporation;
KIRKWOOD COLLECTION HOLDINGS
20 LLC, a California limited liability company; and
21 DOES 1–50, inclusive,

22 *Defendant(s).*

Case No. 23CV001630

CLASS ACTION

COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203); and
7. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*)

JURY TRIAL DEMANDED



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

ADDITIONAL ATTORNEY(S) FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl
PMB 63354
West Hollywood, CA, 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Plaintiff, Taylor Snow (hereafter “Plaintiff” or “Snow”), on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action for alleged violations of the California Labor
5 Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), and the
6 California Business and Professions Code against Defendants 555 Ocean View Blvd LLC (D/B/A
7 Seven Gables Inn), a California limited liability company, Kirkwood Collection, Inc., California
8 corporation, Kirkwood Collection Holdings LLC, a California limited liability company, and
Does 1 through 50, inclusive (collectively “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
10 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
11 relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime, and doubletime
13 wages earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

23 **II. THE PARTIES**

24 1. Plaintiff Taylor Snow is a resident of California.

25 2. Defendant 555 Ocean View Blvd LLC (D/B/A Seven Gables Inn) is a limited
26 liability company organized and existing under the laws of California and a citizen of California
27 based on Plaintiff’s information and belief.

28 3. Defendant Kirkwood Collection, Inc. is a corporation organized and existing under
the laws of California and a citizen of California based on Plaintiff’s information and belief.

4. Defendant Kirkwood Collection Holdings LLC is a limited liability company



SPIVAK LAW

Employee Rights Attorneys

Mail:

8605 Santa Monica Bl
PMB 42554

West Hollywood, CA 90069

(213) 725-9094 Tel

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SpivakLaw.com

Office:

1801 Century Park East

25th Fl

Los Angeles CA 90067

1 organized and existing under the laws of California and a citizen of California based on Plaintiff's
2 information and belief.

3 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
5 is informed and believes and thereon alleges that said Defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
8 when ascertained.

9 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
12 within the course and scope of such agency, employment, direction and control, and with the
13 approval and ratification of each of the other Defendants.

14 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
16 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
17 Members or otherwise complying with their rights in accordance with applicable California labor
18 laws as alleged herein.

19 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
21 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
22 described class in accordance with applicable laws as alleged herein.

23 **III. CLASS ALLEGATIONS**

24 9. This action has been brought and may be maintained as a class action pursuant to
25 California Code of Civil Procedure section 382 because there is a well-defined community of
26 interest among the persons who comprise the readily ascertainable class defined below and
27 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
28 a class action.

10 **Class Definition:** The Class is defined as follows: All persons Defendants
11 employed in California as hourly, non-exempt employees including but not limited to
12 reservationists and front desk agents, individuals performing work comparable to the



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 aforementioned, compensated comparably to the aforementioned, individuals in similar positions,
2 at any time during the period beginning four years prior to the filing of this action and ending on
3 the date that final judgment is entered in this action (“Class” or “Class Members”).

4 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
5 right to amend or modify the class definition with greater specificity, by further division into
6 subclasses and/or by limitation to particular issues.

7 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
8 each individual Class Member is impractical. While Plaintiff does not currently know the exact
9 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
10 minimum required for numerosity under California laws.

11 13. **Commonality and Predominance:** Common questions of law and fact exist as to
12 all Class Members and predominate over any questions which affect only individual Class
13 Members. These questions include, but are not limited to:

14 A. Whether Defendants failed to pay all wages earned to Class Members for
15 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
16 meal period premium, and rest period premium wages;

17 B. Whether Defendants failed to provide the Class Members with all meal
18 periods in compliance with California law;

19 C. Whether Defendants failed to authorize and permit the Class Members to
20 take all rest periods in compliance with California law;

21 D. Whether Defendants failed to indemnify the Class Members for the
22 reasonable expenses they incurred during the course of performing their duties;

23 E. Whether Defendants knowingly and intentionally failed to provide the
24 class with accurate and complete itemized wage statements;

25 F. Whether Defendants willfully failed to provide the class with timely final
26 wages;

27 G. Whether Defendants engaged in unfair competition within the meaning of
28 Business and Professions Code sections 17200, *et seq.*, with respect to the Class; and

 H. Whether Class Members are entitled to restitution of money or property
 that Defendants may have acquired from them through alleged Labor Code violations.

 14. **Typicality:** Plaintiff’s claims are typical of the other Class Members’ claims.



SPIVAK LAW

Employee Rights Attorneys

Mail:

8605 Santa Monica Bl
PMB 42554

West Hollywood, CA 90069

(213) 725-9094 Tel

(213) 634-2485 Fax

SpivakLaw.com

Office:

1801 Century Park East
25th Fl

Los Angeles CA 90067

1 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
2 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
3 Code, the Wage Order, and the Business and Professions Code.

4 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
5 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
6 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
7 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
8 Members.

9 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
10 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
11 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
12 Plaintiff and absent Class Members.

13 17. **Superiority:** A class action is vastly superior to other available means for fair and
14 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
15 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
16 and efficiently prosecute their common claims in a single forum without the unnecessary
17 duplication of effort and expense that numerous individual actions would entail. In addition, the
18 monetary amounts due to many individual Class Members are likely to be relatively small and
19 would thus make it difficult, if not impossible, for individual Class Members to both seek and
20 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
21 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
22 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

23 **IV. STATEMENT OF FACTS**

24 18. The Wage Order applies to "all persons employed in the public housekeeping
25 industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The
26 Wage Order defines "Public Housekeeping Industry" to mean:

27 [A]ny industry, business, or establishment which provides meals, housing,
28 or maintenance services whether operated as a primary business or when
incidental to other operations in an establishment not covered by an industry
order of the Commission, and includes, but is not limited to the following:

(1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either solid or liquid form is prepared and served to be consumed on the premises;

(2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;

(3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;

...

(6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units. . . .

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants, Snow, and all of the Class Members were covered by the Wage Order because the Defendants operated, and Snow and all of the Class Members worked for, one or more hotels. Accordingly, Snow and all of the other Class Members are entitled to the protections the Wage Order provides.

19. On approximately January 18, 2022, the Defendants began to employ Snow in Pacific Grove in the position of hourly, non-exempt reservationist and front desk agent. The Defendants continuously employed her in that capacity until on or about June 20, 2022 when her employment ended.

20. At all relevant times, the Defendants issued wages to Snow and all of the other Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Defendants classified Snow and all of the other Class Members as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

21. At all relevant times, the Defendants failed to compensate Snow and all of the other Class Members for all hours worked at the applicable minimum or regular rates of pay. The Defendants regularly required Snow and all other Class Members to perform work-related duties while off-the-clock before clocking in for their shifts. The Defendants required Snow and all other Class Members who opened in the morning to perform tasks prior to clocking in. The Defendants expected Snow and all other Class Members to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all computers, and log-in to and check the reservation



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 systems all prior to clocking in at 8 AM. In fact, the Defendants' punch card system disallowed
2 Snow and all other Class Members from clocking in prior to their shift start time at 8 A.M.

3 22. At all relevant times, the Defendants failed to compensate Snow and all of the
4 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
5 in a week, and for the first eight hours of the seventh day of the workweek.

6 23. At all relevant times, the Defendants failed to compensate Snow and all of the
7 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over
8 the first eight of the seventh day of the workweek.

9 24. At all relevant times, the Defendants failed to provide Snow and all other Class
10 Members with all timely 30-minute, off-duty meal periods. The Defendants required Snow and
11 all other Class Members to remain in their work areas or assigned work stations and available to
12 customers and other employees at all times. Due to these policies and chronic understaffing, the
13 Defendants forced Snow and all other Class Members to forgo some or all of their meal periods.
14 Further, the Defendants denied Snow and all other Class Members a second meal period on days
15 their shifts exceeded ten (10) hours. Consequently, the Defendants denied Snow and all other
16 Class Members their duty-free meal periods. The Defendants also failed to pay premium wages
17 for days on which they failed to provide Snow and all of the other Class Members with meal
18 periods as required by law.

19 25. At all relevant times, the Defendants failed to authorize and permit Snow and all
20 other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked or
21 major portion thereof. The Defendants required Plaintiff and all other Class Members to remain
22 at their assigned work stations or in their assigned work areas and available to customers,
23 coworkers, and managers at all times. Further, the Defendants forced Plaintiff and all other Class
24 Members to remain on-duty at all times disallowing all rest breaks. In fact, the Defendants never
25 informed Plaintiff and all other Class Members that they were entitled to rest breaks.
26 Consequently, the Defendants denied Plaintiff and all other Class Members any 10-minute, off-
27 duty rest breaks. The Defendants also failed to pay premium wages for days on which they failed
28 to authorize and permit Snow and all of the other Class Members to take rest breaks as required
by law.

26 26. At all relevant times, the Defendants required Snow and all of the other Class
27 Members to incur certain business expenses in the course of performing their duties. The
28



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
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Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 Defendants required Snow and all of the other Class Members to supply mobile phones and
2 telecom to perform their job duties. However, the Defendants did not provide these items and
3 did not reimburse Snow and the other Class Members for these items. The Defendants required
4 Snow and all other Class Members to use their personal cell phones and telecom to complete
5 work-related tasks during business hours including communicating with other employees and
6 managers. The Defendants did not provide other means of staff communication and instead relied
7 on Snow and all other Aggrieved Employees use of their personal cell phones and telecom. The
8 Defendants failed to reimburse Snow or other Class Members for the use of their personal cell
phones or the use of their telecom.

9 27. At all relevant times, the Defendants failed to issue to Snow and all of the other
10 Class Members complete and accurate wage statements that state all hours worked at the correct
11 rates of pay and all wages earned. The Defendants knowingly and intentionally failed to state on
12 the wage statements they issued to Snow and all other Class Members the unpaid wages discussed
13 above. The wage statements fail to state all minimum wages earned, all regular wages earned, all
14 overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all
rest break premium wages earned, and related information.

15 28. At all relevant times, the Defendants also failed to timely pay Snow and all of the
16 other Class Members all earned wages as described above during and at the conclusion of
17 employment.

18 30. At all relevant times, the Defendants failed to maintain accurate employee records
19 of Snow and all of the other Class Members.

20 31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
21 unlawful practices and policies, Plaintiff and the Class Members were:

- 22 A. Not provided with all off-duty meal periods;
- 23 B. Not authorized and permitted to take all rest break periods;
- 24 C. Not paid one hour's pay for each workday in which Defendants failed to
authorize and permit them to take one or more timely rest periods;
- 25 D. Not paid one hour's pay for each workday in which Defendants failed to
26 provide them with one or more timely meal periods;
- 27 E. Not paid all wages earned, including, but not limited to, minimum, regular,
28 overtime, and doubletime wages for work performed while clocked out;



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 F. Not indemnified for all necessary business expenditures incurred during
2 the discharge of their duties;
3 G. Not provided with accurate and complete wage statements; and
4 H. Not timely paid all earned and unpaid wages at the time their employment
5 ended.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES AT THE CORRECT RATES**

8 **Lab. Code §§ 510, 1194, 1197, and 1198**

9 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

10 32. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 33. At all relevant times, Plaintiff and the Class Members have been non-exempt
12 employees entitled to the protections of both the Labor Code and the Wage Order.

13 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
14 **THE CORRECT RATES OF PAY**

15 34. Section 2 of the Wage Order defines “hours worked” as “the time during which an
16 employee is subject to the control of an employer, and includes all the time the employee is
17 suffered or permitted to work, whether or not required to do so.”

18 35. In relevant part, Section 3 of the Wage Order states:

19 (1) The following overtime provisions are applicable to employees 18
20 years of age or over and to employees 16 or 17 years of age who are
21 not required by law to attend school and are not otherwise prohibited
22 by law from engaging in the subject work. Such employees shall not
23 be employed more than eight (8) hours in any workday or more than
24 40 hours in any workweek unless the employee receives one and
25 one-half (1½) times such employee’s regular rate of pay for all hours
26 worked over 40 hours in the workweek. Eight (8) hours of labor
27 constitutes a day’s work. Employment beyond eight (8) hours in any
28 workday or more than six (6) days in any workweek is permissible
provided the employee is compensated for such overtime at not less
than:

(a) One and one-half (1½) times the employee’s regular rate of
pay for all hours worked in excess of eight (8) hours up to
and including 12 hours in any workday, and for the first eight
(8) hours worked on the seventh (7th) consecutive day of
work in a workweek.



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067



1 (b) Double the employee's regular rate of pay for all hours
2 worked in excess of 12 hours in any workday and for all
3 hours worked in excess of eight (8) hours on the seventh (7th)
4 consecutive day of work in a workweek.

5 (c) The overtime rate of compensation required to be paid to a
6 nonexempt full-time salaried employee shall be computed
7 by using the employee's regular hourly salary as one-fortieth
8 (1/40) of the employee's weekly salary.

9 36. Section 4 of the Wage Order requires an employer to pay non-exempt employees
10 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
11 an employer has actual or constructive knowledge that employees are working.

12 37. Labor Code section 510 states:
13 Eight hours of labor constitutes a day's work. Any work in excess of eight
14 hours in one workday and any work in excess of 40 hours in any one
15 workweek and the first eight hours worked on the seventh day of work in
16 any one workweek shall be compensated at the rate of no less than one and
17 one-half times the regular rate of pay for an employee. Any work in excess
18 of 12 hours in one day shall be compensated at the rate of no less than twice
19 the regular rate of pay for an employee. In addition, any work in excess of
20 eight hours on any seventh day of a workweek shall be compensated at the
21 rate of no less than twice the regular rate of pay of an employee. Nothing in
22 this section requires an employer to combine more than one rate of overtime
23 compensation in order to calculate the amount to be paid to an employee for
24 any hour of overtime work.

25 38. Labor Code section 1194 invalidates any agreement between an employer and an
26 employee to work for less than the minimum wage required under the applicable Wage Order.

27 39. Labor Code section 1197 makes it unlawful for an employer to pay an employee
28 less than the minimum wage required under the applicable Wage Order for all hours worked
during a payroll period.

40. Labor Code section 1198 makes it unlawful for an employer to employ an
employee under conditions that violate the Wage Order.

41. The Defendants required Plaintiff and all other Class Members to perform work-
related duties while off-the-clock before clocking in for their shifts. The Defendants required
Plaintiff and all other Class Members to perform work-related duties before clocking-in. The
Defendants expected Plaintiff and all other Class Members who were scheduled to open the hotel
to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all

1 computers, and log-in to and check the reservation systems all prior to clocking in. In fact, the
2 Defendants' punch card system disallowed Plaintiff and all other Class Members from clocking
3 in prior to their shift start time at 8 A.M.

4 42. In conjunction, these provisions of the Labor Code require employers to pay non-
5 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
6 worked, including unrecorded hours when the employer knew or reasonably should have known
7 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
8 Cal.4th 575, 585.)

9 43. At all relevant times during the applicable limitations period, Defendants failed to
10 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
11 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
12 doubletime hours, respectively, that they worked at the correct rates of pay.

13 44. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
14 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
15 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
16 rates of pay as required by California law.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL PERIODS**

19 **Lab. Code §§ 226.7 and 512**

20 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

21 45. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

22 46. At all relevant times during the applicable limitations period, Plaintiff and the
23 Class Members have been employees of Defendants and entitled to the benefits and protections
24 of California Labor Code §§ 226.7, 512, and 1198, and the Wage Order.

25 47. In relevant part, California Labor Code § 1198 states:

26 The maximum hours of work and the standard conditions of labor fixed by
27 the commission shall be the maximum hours of work and the standard
28 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful.

48. In relevant part, California Labor Code § 512 states:



SPIVAK LAW

Employee Rights Attorneys

Mail:

8605 Santa Monica Bl
PMB 42554

West Hollywood, CA 90069

(213) 725-9094 Tel

(213) 634-2485 Fax

SpivakLaw.com

Office:

1801 Century Park East

25th Fl

Los Angeles CA 90067



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An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

49. In relevant part, Section 11 of the Wage Order states:

Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employee and the employer. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

50. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a 2meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

1 51. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
2 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
3 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
4 to a second 30-minute meal period when they worked more than 10 hours in a workday.

5 52. Defendants intentionally failed to provide Plaintiff and the Class Members with
6 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
7 required Snow and all other Class Members to remain at their work areas or assigned work
8 stations readily available to customers and other staff at all times. Due to this policy and chronic
9 understaffing, Defendants forced Snow and all other Class Members to forgo some or all of their
10 meal periods. Further, the Defendants denied Snow and all other Class Members a second meal
11 period on days their shifts exceeded ten (10) hours. Consequently, the Defendants denied Snow
12 and all other Class Members their duty-free meal periods.

13 53. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
14 with all timely meal periods. Defendants denied Plaintiff and the other Class Members their 30-
15 minute off-duty meal period within the first five hours of work. Furthermore, Defendants failed
16 to pay premium wages for days on which they failed to provide Plaintiff and the other Class
17 Members with timely meal periods.

18 54. Plaintiff is informed and believes and thereon alleges that, at all relevant times
19 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
20 which resulted in Defendants not providing the and the Class Members with all off-duty meal
21 periods required by California law.

22 55. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
23 suffered damages in amounts subject to proof to the extent they were not paid additional wages
24 owed for all meal periods not provided to them.

25 56. By reason of the above, Plaintiff and the Class Members are entitled to premium
26 wages for workdays in which one or more meal periods were not provided to them pursuant to
27 California Labor Code § 226.7.

28 ///

///



SPIVAK LAW

Employee Rights Attorneys

Mail:

8605 Santa Monica Bl
PMB 42554

West Hollywood, CA 90069

(213) 725-9094 Tel

(213) 634-2485 Fax

SpivakLaw.com

Office:

1801 Century Park East

25th Fl

Los Angeles CA 90067

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THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

Lab. Code § 226.7

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

57. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

58. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

59. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

60. In relevant part, Section 12 of the Wage Order states:

Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

61. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board,



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

62. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

63. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order. The Defendants required Snow and all other Class Members to remain at their assigned work stations or in their assigned work areas and available to customers, coworkers, and managers at all times. Further, the Defendants forced Snow and all other Class Members to remain on-duty at all times disallowing all rest breaks. In fact, the Kirkwood Collection Employers never informed Snow and all other Aggrieved Employees that they were entitled to rest breaks. Consequently, the Defendants denied Snow and all other Class Members any 10 minute, off-duty rest periods.

64. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize and permit Plaintiff and all other Class Members to take timely rest periods.

65. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take ten-minute, duty-free rest breaks every four hours worked or major fraction thereof. Defendants did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed to authorize and permit them to take 10-minute rest periods every four hours worked or major fraction thereof.

66. Plaintiff is informed and believes and thereon alleges that, at all relevant times



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
2 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
3 take all rest breaks required by California law.

4 67. Defendants failed to provide Plaintiff with all required rest breaks in accordance
5 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing the Class Members with all rest breaks required by
8 California law.

9 68. Defendants failed to pay Plaintiff the additional wages required by California
10 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
11 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
12 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
13 Class Members with additional wages for all rest breaks not provided to them as required by
14 California Labor Code § 226.7.

15 69. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
16 suffered damages in amounts subject to proof to the extent they were not paid additional wages
17 owed for all rest breaks not provided to them.

18 70. By reason of the above, Plaintiff and the Class Members are entitled to premium
19 wages for workdays in which one or more rest breaks were not provided to them pursuant to
20 California Labor Code § 226.7.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO INDEMNIFY**

23 **Lab. Code § 2802**

24 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

25 71. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

26 72. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
27 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
28 consequence of the discharge of his or her duties."

73. California Labor Code § 1198 prohibits employers from employing their
employees under conditions prohibited by the Wage Order.

74. At all relevant times, Defendants required Plaintiff and the Class Members to incur



SPIVAK LAW

Employee Rights Attorneys

Mail:

8605 Santa Monica Bl
PMB 42554

West Hollywood, CA 90069

(213) 725-9094 Tel

(213) 634-2485 Fax

SpivakLaw.com

Office:

1801 Century Park East

25th Fl

Los Angeles CA 90067

certain business expenses in the course of performing their duties.

75. As described above, the Defendants required Snow and all of the other Class Members to incur certain business expenses in the course of performing their duties. The Defendants required Snow and all of the other Class members to supply mobile phones and telecom to perform their job duties. However, the Defendants did not provide these items and did not reimburse Snow and the other Class members for these items. The Defendants required Plaintiff and all other Class Members to use their personal cell phones to complete work-related tasks during business hours including communicating with other employees and managers. The Defendants did not provide other means for staff to communicate, instead relying on Snow and all other Class Members' personal cell phones and telecom. The Defendants did not reimburse Snow or other Class Members for the use of their personal cell phones, nor the use of their cell phone plan.

76. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code § 226

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

77. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

78. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

C. The number of piece rate units earned and any applicable piece rate if the



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

1 employee is paid on a piece-rate basis;

2 D. All deductions, provided that all deductions made on written orders of the
3 Employee may be aggregated and shown as one item;

4 E. Net wages earned;

5 F. The inclusive dates of the period for which the employee is paid;

6 G. The name of the employee and his or her social security number, except
7 that by January 1, 2008, only the last four digits of his or her social security number or an
8 employee identification number other than a social security number may be shown on the itemized
9 statement;

10 H. The name and address of the legal entity that is the employer; and

11 I. All applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee.

13 79. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
14 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
15 the employer fails to provide accurate and complete information as required by California Labor
16 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
17 alone one or more of the following:

18 A. The amount of the gross wages or net wages paid to the employee during
19 the pay period or any of the other information required to be provided on the itemized wage
20 statement pursuant to California Labor Code § 226(a);

21 B. Which deductions the employer made from gross wages to determine the
22 net wages paid to the employee during the pay period;

23 C. The name and address of the employer and, if the employer is a farm labor
24 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
25 and address of the legal entity that secured the services of the employer during the pay period;

26 D. The name of the employee and only the last four digits of his or her social
27 security number or an employee identification number other than a social security number; and

28 E. The number of piece-rate units earned and the piece rate.

80. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
means a reasonable person would be able to readily ascertain the information without reference
to other documents or information.



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

83. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the wage statements whether Defendants complied with their obligations under California Labor Code section 226(a).

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

84. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.



of the Business and Professions Code §§ 17200, *et seq.*

94. The unlawful conduct of Defendants alleged herein amount to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

95. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages, missed meal period premium wages, missed rest period premium wages, phone and telecom expenses, and comparable money and property.

96. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

97. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

V. PRAYER FOR RELIEF

98. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for relief and judgment against Defendants as follows:

A. An order that the action be certified as a class action with respect to Plaintiff's claims for violations of California law;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages, including minimum, regular, overtime, double-time, missed meal period, missed rest period wages;

E. Liquidated damages;

F. Statutory penalties, including waiting time penalties;

G. Restitution;

H. Declaratory relief;



SPIVAK LAW

Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

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- I. Actual damages;
- J. Pre-judgment interest;
- K. Costs of suit;
- L. Reasonable attorneys' fees; and
- M. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: May 19, 2023

By: 

DAVID G. SPIVAK,
JENICA P. LEONARD, Attorneys for
Plaintiff(s), TAYLOR SNOW, and all
others similarly situated



SPIVAK LAW
Employee Rights Attorneys

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles CA 90067

EXHIBIT 5

1 DAVID G. SPIVAK (SBN 179684)

2 david@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

5 PMB 42554

6 West Hollywood, CA 90069

7 Telephone: (213) 725-9094

8 Facsimile: (213) 634-2485

9 Attorneys for Plaintiff(s),

10 TAYLOR SNOW, and all others similarly situated

11 (Additional attorneys for Plaintiff(s) on next page)

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF MONTEREY**

14 **(UNLIMITED JURISDICTION)**

15 TAYLOR SNOW, on behalf of herself and all
16 others similarly situated, the general public, and
17 as an “aggrieved employee” on behalf of other
18 “aggrieved employees” and the State of
19 California under the Labor Code Private
20 Attorneys General Act of 2004,

21 *Plaintiff(s),*

22 vs.

23 555 OCEAN VIEW BLVD LLC (D/B/A
24 SEVEN GABLES INN), a California limited
25 liability company; KIRKWOOD
26 COLLECTION, INC., a California corporation;
27 KIRKWOOD COLLECTION HOLDINGS
28 LLC, a California limited liability company; and
DOES 1-50, inclusive,

Defendant(s).

Case No. 23CV001630

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*; and
8. Civil Penalties (Lab. Code §§ 2898, *et seq.*)

JURY TRIAL DEMANDED

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ADDITIONAL ATTORNEY(S) FOR PLAINTIFF(S)

WALTER L. HAINES (SBN 71075)
walter@uelglaw.com
UNITED EMPLOYEES LAW GROUP
8605 Santa Monica Bl
PMB 63354
West Hollywood, CA, 90069
Telephone: (562) 256-1047
Facsimile: (562) 256-1006

1 Plaintiff, Taylor Snow (hereafter “Plaintiff” or “Snow”), on behalf of herself and all others
2 similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this class action for alleged violations of the California Labor
7 Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), and the
8 California Business and Professions Code against Defendants 555 Ocean View Blvd LLC (D/B/A
9 Seven Gables Inn), a California limited liability company, Kirkwood Collection, Inc., California
10 corporation, Kirkwood Collection Holdings LLC, a California limited liability company, and
11 Does 1 through 50, inclusive (collectively “Defendants”).

12 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
13 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
14 relief. These claims are based on Defendants’ failures to:

15 (A) Pay all wages, including minimum, regular, overtime, and doubletime
16 wages earned for all hours worked at the correct rates of pay;

17 (B) Provide all meal periods;

18 (C) Authorize and permit all rest breaks;

19 (D) Pay premium wages for unprovided meal periods;

20 (E) Pay premium wages for unprovided rest breaks;

21 (F) Indemnify for necessary work-related expenditures;

22 (G) Issue only accurate and complete itemized wage statements; and

(H) Timely pay wages upon termination of employment.

23 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
24 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
25 action.

26 **II. THE PARTIES**

27 3. Plaintiff Taylor Snow is a resident of California. At all relevant times, Plaintiff
28

1 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and
2 an “aggrieved employee” within the meaning of Labor Code § 2699(c).

3 4. Defendant 555 Ocean View Blvd LLC (D/B/A Seven Gables Inn) is a limited
4 liability company organized and existing under the laws of California and a citizen of California
5 based on Plaintiff’s information and belief.

6 5. Defendant Kirkwood Collection, Inc. is a corporation organized and existing under
7 the laws of California and a citizen of California based on Plaintiff’s information and belief.

8 6. Defendant Kirkwood Collection Holdings LLC is a limited liability company
9 organized and existing under the laws of California and a citizen of California based on Plaintiff’s
10 information and belief.

11 7. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
12 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
13 is informed and believes and thereon alleges that said Defendants are legally responsible for the
14 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
15 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
16 when ascertained.

17 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
18 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
19 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
20 within the course and scope of such agency, employment, direction and control, and with the
21 approval and ratification of each of the other Defendants.

22 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
23 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
24 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
25 Members or otherwise complying with their rights in accordance with applicable California labor
26 laws as alleged herein.

27 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
28 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-

described class in accordance with applicable laws as alleged herein.

III. CLASS ALLEGATIONS

11. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

12. **Class Definition:** The Class is defined as follows: All persons Defendants employed in California as hourly, non-exempt employees including but not limited to reservationists and front desk agents, individuals performing work comparable to the aforementioned, compensated comparably to the aforementioned, individuals in similar positions, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is entered in this action (“Class” or “Class Members”).

13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definition with greater specificity, by further division into subclasses and/or by limitation to particular issues.

14. **Numerosity:** The Class Members are so numerous that the individual joinder of each individual Class Member is impractical. While Plaintiff does not currently know the exact number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

15. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime, meal period premium, and rest period premium wages;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to

1 take all rest periods in compliance with California law;

2 D. Whether Defendants failed to indemnify the Class Members for the
3 reasonable expenses they incurred during the course of performing their duties;

4 E. Whether Defendants knowingly and intentionally failed to provide the
5 class with accurate and complete itemized wage statements;

6 F. Whether Defendants willfully failed to provide the class with timely final
7 wages;

8 G. Whether Defendants engaged in unfair competition within the meaning of
9 Business and Professions Code sections 17200, *et seq.*, with respect to the Class; and

10 H. Whether Class Members are entitled to restitution of money or property
11 that Defendants may have acquired from them through alleged Labor Code violations.

12 16. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
13 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
14 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
15 Code, the Wage Order, and the Business and Professions Code.

16 17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
17 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
18 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
19 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
20 Members.

21 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
22 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
23 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
24 Plaintiff and absent Class Members.

25 19. **Superiority:** A class action is vastly superior to other available means for fair and
26 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
27 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
28 and efficiently prosecute their common claims in a single forum without the unnecessary
duplication of effort and expense that numerous individual actions would entail. In addition, the

monetary amounts due to many individual Class Members are likely to be relatively small and would thus make it difficult, if not impossible, for individual Class Members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting Class Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

IV. STATEMENT OF FACTS

20. The Wage Order applies to “all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis.” Wage Order, § 1. The Wage Order defines “Public Housekeeping Industry” to mean:

[A]ny industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either solid or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- ...
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units. . . .

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants, Snow, and all of the Class Members were covered by the Wage Order because the Defendants operated, and Snow and all of the Class Members worked for, one or more hotels. Accordingly, Snow and all of the other Class Members are entitled to the protections the Wage Order provides.

1 21. On approximately January 18, 2022, the Defendants began to employ Snow in
2 Pacific Grove in the position of hourly, non-exempt reservationist and front desk agent. The
3 Defendants continuously employed her in that capacity until on or about June 20, 2022 when her
4 employment ended.

5 22. At all relevant times, the Defendants issued wages to Snow and all of the other
6 Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all
7 relevant times, the Defendants classified Snow and all of the other Class Members as non-exempt
8 employees entitled to the protections of the Labor Code and the Wage Order.

9 23. At all relevant times, the Defendants failed to compensate Snow and all of the
10 other Class Members for all hours worked at the applicable minimum or regular rates of pay. The
11 Defendants regularly required Snow and all other Class Members to perform work-related duties
12 while off-the-clock before clocking in for their shifts. The Defendants required Snow and all other
13 Class Members who opened in the morning to perform tasks prior to clocking in. The Defendants
14 expected Snow and all other Class Members to unlock the front doors, disarm the security system,
15 turn on all lights in the lobby, boot up all computers, and log-in to and check the reservation
16 systems all prior to clocking in at 8 AM. In fact, the Defendants' punch card system disallowed
17 Snow and all other Class Members from clocking in prior to their shift start time at 8 A.M.

18 24. At all relevant times, the Defendants failed to compensate Snow and all of the
19 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
20 in a week, and for the first eight hours of the seventh day of the workweek.

21 25. At all relevant times, the Defendants failed to compensate Snow and all of the
22 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over
23 the first eight of the seventh day of the workweek.

24 26. At all relevant times, the Defendants failed to provide Snow and all other Class
25 Members with all timely 30-minute, off-duty meal periods. The Defendants required Snow and
26 all other Class Members to remain in their work areas or assigned work stations and available to
27 customers and other employees at all times. Due to these policies and chronic understaffing, the
28 Defendants forced Snow and all other Class Members to forgo some or all of their meal periods.
Further, the Defendants denied Snow and all other Class Members a second meal period on days

1 their shifts exceeded ten (10) hours. Consequently, the Defendants denied Snow and all other
2 Class Members their duty-free meal periods. The Defendants also failed to pay premium wages
3 for days on which they failed to provide Snow and all of the other Class Members with meal
4 periods as required by law.

5 27. At all relevant times, the Defendants failed to authorize and permit Snow and all
6 other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked or
7 major portion thereof. The Defendants required Plaintiff and all other Class Members to remain
8 at their assigned work stations or in their assigned work areas and available to customers,
9 coworkers, and managers at all times. Further, the Defendants forced Plaintiff and all other Class
10 Members to remain on-duty at all times disallowing all rest breaks. In fact, the Defendants never
11 informed Plaintiff and all other Class Members that they were entitled to rest breaks.
12 Consequently, the Defendants denied Plaintiff and all other Class Members any 10-minute, off-
13 duty rest breaks. The Defendants also failed to pay premium wages for days on which they failed
14 to authorize and permit Snow and all of the other Class Members to take rest breaks as required
15 by law.

16 28. At all relevant times, the Defendants required Snow and all of the other Class
17 Members to incur certain business expenses in the course of performing their duties. The
18 Defendants required Snow and all of the other Class Members to supply mobile phones and
19 telecom to perform their job duties. However, the Defendants did not provide these items and
20 did not reimburse Snow and the other Class Members for these items. The Defendants required
21 Snow and all other Class Members to use their personal cell phones and telecom to complete
22 work-related tasks during business hours including communicating with other employees and
23 managers. The Defendants did not provide other means of staff communication and instead relied
24 on Snow and all other Aggrieved Employees use of their personal cell phones and telecom. The
25 Defendants failed to reimburse Snow or other Class Members for the use of their personal cell
26 phones or the use of their telecom.

27 29. At all relevant times, the Defendants failed to issue to Snow and all of the other
28 Class Members complete and accurate wage statements that state all hours worked at the correct
rates of pay and all wages earned. The Defendants knowingly and intentionally failed to state on

1 the wage statements they issued to Snow and all other Class Members the unpaid wages discussed
2 above. The wage statements fail to state all minimum wages earned, all regular wages earned, all
3 overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all
4 rest break premium wages earned, and related information.

5 30. At all relevant times, the Defendants also failed to timely pay Snow and all of the
6 other Class Members all earned wages as described above during and at the conclusion of
7 employment.

8 31. At all relevant times, the Defendants failed to maintain accurate employee records
9 of Snow and all of the other Class Members.

10 32. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
11 unlawful practices and policies, Plaintiff and the Class Members were:

- 12 A. Not provided with all off-duty meal periods;
- 13 B. Not authorized and permitted to take all rest break periods;
- 14 C. Not paid one hour's pay for each workday in which Defendants failed to
15 authorize and permit them to take one or more timely rest periods;
- 16 D. Not paid one hour's pay for each workday in which Defendants failed to
17 provide them with one or more timely meal periods;
- 18 E. Not paid all wages earned, including, but not limited to, minimum, regular,
19 overtime, and doubletime wages for work performed while clocked out;
- 20 F. Not indemnified for all necessary business expenditures incurred during
21 the discharge of their duties;
- 22 G. Not provided with accurate and complete wage statements; and
- 23 H. Not timely paid all earned and unpaid wages at the time their employment
24 ended.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES AT THE CORRECT RATES

Lab. Code §§ 510, 1194, 1197, and 1198

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

28 33. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 34. At all relevant times, Plaintiff and the Class Members have been non-exempt
2 employees entitled to the protections of both the Labor Code and the Wage Order.

3 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
4 **THE CORRECT RATES OF PAY**

5 35. Section 2 of the Wage Order defines “hours worked” as “the time during which an
6 employee is subject to the control of an employer, and includes all the time the employee is
7 suffered or permitted to work, whether or not required to do so.”

8 36. In relevant part, Section 3 of the Wage Order states:

9 (1) The following overtime provisions are applicable to employees 18
10 years of age or over and to employees 16 or 17 years of age who are
11 not required by law to attend school and are not otherwise prohibited
12 by law from engaging in the subject work. Such employees shall not
13 be employed more than eight (8) hours in any workday or more than
14 40 hours in any workweek unless the employee receives one and
15 one-half (1½) times such employee’s regular rate of pay for all hours
16 worked over 40 hours in the workweek. Eight (8) hours of labor
constitutes a day’s work. Employment beyond eight (8) hours in any
workday or more than six (6) days in any workweek is permissible
provided the employee is compensated for such overtime at not less
than:

17 (a) One and one-half (1½) times the employee’s regular rate of
18 pay for all hours worked in excess of eight (8) hours up to
19 and including 12 hours in any workday, and for the first eight
20 (8) hours worked on the seventh (7th) consecutive day of
work in a workweek.

21 (b) Double the employee’s regular rate of pay for all hours
22 worked in excess of 12 hours in any workday and for all
23 hours worked in excess of eight (8) hours on the seventh (7th)
consecutive day of work in a workweek.

24 (c) The overtime rate of compensation required to be paid to a
25 nonexempt full-time salaried employee shall be computed
26 by using the employee’s regular hourly salary as one-fortieth
(1/40) of the employee’s weekly salary.

27 37. Section 4 of the Wage Order requires an employer to pay non-exempt employees
28 at least the minimum wage set forth therein for all hours worked, which consists of all hours that

1 an employer has actual or constructive knowledge that employees are working.

2 38. Labor Code section 510 states:

3 Eight hours of labor constitutes a day's work. Any work in excess of eight
4 hours in one workday and any work in excess of 40 hours in any one
5 workweek and the first eight hours worked on the seventh day of work in
6 any one workweek shall be compensated at the rate of no less than one and
7 one-half times the regular rate of pay for an employee. Any work in excess
8 of 12 hours in one day shall be compensated at the rate of no less than twice
9 the regular rate of pay for an employee. In addition, any work in excess of
10 eight hours on any seventh day of a workweek shall be compensated at the
11 rate of no less than twice the regular rate of pay of an employee. Nothing in
12 this section requires an employer to combine more than one rate of overtime
13 compensation in order to calculate the amount to be paid to an employee for
14 any hour of overtime work.

15 39. Labor Code section 1194 invalidates any agreement between an employer and an
16 employee to work for less than the minimum wage required under the applicable Wage Order.

17 40. Labor Code section 1197 makes it unlawful for an employer to pay an employee
18 less than the minimum wage required under the applicable Wage Order for all hours worked
19 during a payroll period.

20 41. Labor Code section 1198 makes it unlawful for an employer to employ an
21 employee under conditions that violate the Wage Order.

22 42. The Defendants required Plaintiff and all other Class Members to perform work-
23 related duties while off-the-clock before clocking in for their shifts. The Defendants required
24 Plaintiff and all other Class Members to perform work-related duties before clocking-in. The
25 Defendants expected Plaintiff and all other Class Members who were scheduled to open the hotel
26 to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all
27 computers, and log-in to and check the reservation systems all prior to clocking in. In fact, the
28 Defendants' punch card system disallowed Plaintiff and all other Class Members from clocking
in prior to their shift start time at 8 A.M.

43. In conjunction, these provisions of the Labor Code require employers to pay non-
exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
worked, including unrecorded hours when the employer knew or reasonably should have known

1 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
2 Cal.4th 575, 585.)

3 44. At all relevant times during the applicable limitations period, Defendants failed to
4 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
5 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
6 doubletime hours, respectively, that they worked at the correct rates of pay.

7 45. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
9 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
10 rates of pay as required by California law.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **Lab. Code §§ 226.7 and 512**

14 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

15 46. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

16 47. At all relevant times during the applicable limitations period, Plaintiff and the
17 Class Members have been employees of Defendants and entitled to the benefits and protections
18 of California Labor Code §§ 226.7, 512, and 1198, and the Wage Order.

19 48. In relevant part, California Labor Code § 1198 states:

20 The maximum hours of work and the standard conditions of labor fixed by
21 the commission shall be the maximum hours of work and the standard
22 conditions of labor for employees. The employment of any employee for
23 longer hours than those fixed by the order or under conditions of labor
24 prohibited by the order is unlawful.

25 49. In relevant part, California Labor Code § 512 states:

26 An employer shall not employ an employee for a work period of more than
27 five hours per day without providing the employee with a meal period of
28 not less than 30 minutes, except that if the total work period per day of the
employee is no more than six hours, the meal period may be waived by
mutual consent of both the employer and employee.

An employer shall not employ an employee for a work period of more than

1 10 hours per day without providing the employee with a second meal period
2 of not less than 30 minutes, except that if the total hours worked is no more
3 than 12 hours, the second meal period may be waived by mutual consent of
4 the employer and the employee only if the first meal period was not waived.

5 50. In relevant part, Section 11 of the Wage Order states:

6 **Meal Periods**

7 (A) No employer shall employ any person for a work period of more
8 than five (5) hours without a meal period of not less than 30 minutes,
9 except that when a work period of not more than six (6) hours will
10 complete the day's work the meal period may be waived by mutual
11 consent of the employee and the employer. Unless the employee is
12 relieved of all duty during a 30 minute meal period, the meal period
13 shall be considered an "on duty" meal period and counted as time
14 worked. . . .

15 (B) If an employer fails to provide an employee a meal period in
16 accordance with the applicable provisions of this Order, the
17 employer shall pay the employee one (1) hour of pay at the
18 employee's regular rate of compensation for each work day that the
19 meal period is not provided.

20 51. In relevant part, California Labor Code § 226.7 states:

21 (b) An employer shall not require an employee to work during a meal
22 or rest period mandated pursuant to an applicable statute, or
23 applicable regulation, standard, or order of the Industrial Welfare
24 Commission, the Occupational Safety and Health Standards Board,
25 or the Division of Occupational Safety and Health.

26 (c) If an employer fails to provide an employee a meal period or rest
27 period in accordance with a state law, including, but not limited to,
28 an applicable statute or applicable regulation, standard, or order of
the Industrial Welfare Commission, the Occupational Safety and
Health Standards Board, or the Division of Occupational Safety and
Health, the employer shall pay the employee one additional hour of
pay at the employee's regular rate of compensation for each work
day that the meal or rest period is not provided.

52. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day

1 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
2 to a second 30-minute meal period when they worked more than 10 hours in a workday.

3 53. Defendants intentionally failed to provide Plaintiff and the Class Members with
4 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
5 required Snow and all other Class Members to remain at their work areas or assigned work
6 stations readily available to customers and other staff at all times. Due to this policy and chronic
7 understaffing, Defendants forced Snow and all other Class Members to forgo some or all of their
8 meal periods. Further, the Defendants denied Snow and all other Class Members a second meal
9 period on days their shifts exceeded ten (10) hours. Consequently, the Defendants denied Snow
10 and all other Class Members their duty-free meal periods.

11 54. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
12 with all timely meal periods. Defendants denied Plaintiff and the other Class Members their 30-
13 minute off-duty meal period within the first five hours of work. Furthermore, Defendants failed
14 to pay premium wages for days on which they failed to provide Plaintiff and the other Class
15 Members with timely meal periods.

16 55. Plaintiff is informed and believes and thereon alleges that, at all relevant times
17 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
18 which resulted in Defendants not providing the and the Class Members with all off-duty meal
19 periods required by California law.

20 56. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
21 suffered damages in amounts subject to proof to the extent they were not paid additional wages
22 owed for all meal periods not provided to them.

23 57. By reason of the above, Plaintiff and the Class Members are entitled to premium
24 wages for workdays in which one or more meal periods were not provided to them pursuant to
25 California Labor Code § 226.7.

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1 applicable regulation, standard, or order of the Industrial Welfare
2 Commission, the Occupational Safety and Health Standards Board,
3 or the Division of Occupational Safety and Health.

- 4 (c) If an employer fails to provide an employee a meal period or rest
5 period in accordance with a state law, including, but not limited to,
6 an applicable statute or applicable regulation, standard, or order of
7 the Industrial Welfare Commission, the Occupational Safety and
8 Health Standards Board, or the Division of Occupational Safety and
9 Health, the employer shall pay the employee one additional hour of
10 pay at the employee's regular rate of compensation for each work
11 day that the meal or rest period is not provided.

12 63. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
13 authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period
14 of work, or major fraction thereof.

15 64. Defendants intentionally failed to authorize and permit Plaintiff and the Class
16 Members to take all 10-minute rest periods free from any work duties in accordance with the
17 Wage Order. The Defendants required Snow and all other Class Members to remain at their
18 assigned work stations or in their assigned work areas and available to customers, coworkers, and
19 managers at all times. Further, the Defendants forced Snow and all other Class Members to remain
20 on-duty at all times disallowing all rest breaks. In fact, the Kirkwood Collection Employers never
21 informed Snow and all other Aggrieved Employees that they were entitled to rest breaks.
22 Consequently, the Defendants denied Snow and all other Class Members any 10 minute, off-duty
23 rest periods.

24 65. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
25 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
26 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
27 Plaintiff and all other Class Members to take timely rest periods.

28 66. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
Class Members to take ten-minute, duty-free rest breaks every four hours worked or major
fraction thereof. Defendants did not seek an exemption from the rest period protections of the
Wage Order from the California Division of Labor Standards Enforcement. Moreover,
Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed

1 to authorize and permit them to take 10-minute rest periods every four hours worked or major
2 fraction thereof.

3 67. Plaintiff is informed and believes and thereon alleges that, at all relevant times
4 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
5 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
6 take all rest breaks required by California law.

7 68. Defendants failed to provide Plaintiff with all required rest breaks in accordance
8 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
9 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
10 which resulted in Defendants not providing the Class Members with all rest breaks required by
11 California law.

12 69. Defendants failed to pay Plaintiff the additional wages required by California
13 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
14 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
15 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
16 Class Members with additional wages for all rest breaks not provided to them as required by
17 California Labor Code § 226.7.

18 70. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
19 suffered damages in amounts subject to proof to the extent they were not paid additional wages
20 owed for all rest breaks not provided to them.

21 71. By reason of the above, Plaintiff and the Class Members are entitled to premium
22 wages for workdays in which one or more rest breaks were not provided to them pursuant to
23 California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

Lab. Code § 2802

26 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

27 72. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

28 73. In pertinent part, California Labor Code § 2802(a) states: "An employer shall

1 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
2 consequence of the discharge of his or her duties.”

3 74. California Labor Code § 1198 prohibits employers from employing their
4 employees under conditions prohibited by the Wage Order.

5 75. At all relevant times, Defendants required Plaintiff and the Class Members to incur
6 certain business expenses in the course of performing their duties.

7 76. As described above, the Defendants required Snow and all of the other Class
8 Members to incur certain business expenses in the course of performing their duties. The
9 Defendants required Snow and all of the other Class members to supply mobile phones and
10 telecom to perform their job duties. However, the Defendants did not provide these items and did
11 not reimburse Snow and the other Class members for these items. The Defendants required
12 Plaintiff and all other Class Members to use their personal cell phones to complete work-related
13 tasks during business hours including communicating with other employees and managers. The
14 Defendants did not provide other means for staff to communicate, instead relying on Snow and
15 all other Class Members’ personal cell phones and telecom. The Defendants did not reimburse
16 Snow or other Class Members for the use of their personal cell phones, nor the use of their cell
17 phone plan.

18 77. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
19 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
20 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
21 during the course of performing their duties.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

24 **Lab. Code § 226**

25 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

26 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS**

27 78. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

28 79. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were

1 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
2 statement showing:

- 3 A. Gross wages earned;
- 4 B. Total hours worked by the employee, except for any employee whose
5 compensation is solely based on a salary and who is exempt from payment of overtime under
6 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 7 C. The number of piece rate units earned and any applicable piece rate if the
8 employee is paid on a piece-rate basis;
- 9 D. All deductions, provided that all deductions made on written orders of the
10 Employee may be aggregated and shown as one item;
- 11 E. Net wages earned;
- 12 F. The inclusive dates of the period for which the employee is paid;
- 13 G. The name of the employee and his or her social security number, except
14 that by January 1, 2008, only the last four digits of his or her social security number or an
15 employee identification number other than a social security number may be shown on the itemized
16 statement;
- 17 H. The name and address of the legal entity that is the employer; and
- 18 I. All applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee.

20 80. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
21 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
22 the employer fails to provide accurate and complete information as required by California Labor
23 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
24 alone one or more of the following:

- 25 A. The amount of the gross wages or net wages paid to the employee during
26 the pay period or any of the other information required to be provided on the itemized wage
27 statement pursuant to California Labor Code § 226(a);
- 28 B. Which deductions the employer made from gross wages to determine the
net wages paid to the employee during the pay period;

1 C. The name and address of the employer and, if the employer is a farm labor
2 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
3 and address of the legal entity that secured the services of the employer during the pay period;

4 D. The name of the employee and only the last four digits of his or her social
5 security number or an employee identification number other than a social security number; and

6 E. The number of piece-rate units earned and the piece rate.

7 81. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
8 means a reasonable person would be able to readily ascertain the information without reference
9 to other documents or information.

10 82. As alleged herein, at all relevant times during the applicable limitations period,
11 Defendants violated California Labor Code section 226 because they did not properly and
12 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
13 the corresponding number of hours worked at each rate by the employee and other requirements
14 of California Labor Code section 226. Defendants failed to state in the wage statements they
15 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
16 including, but not limited to, regular and overtime wages for work they performed off-the-clock
17 (as described above). Defendants knowingly and intentionally did not issue either as a detachable
18 part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid
19 by personal check or cash, statements to Plaintiff and the Class Members that state all minimum
20 wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned,
21 all meal period premium wages earned, and all rest break premium wages earned.

22 83. Defendants’ failure to provide Plaintiff and the other Class Members with accurate
23 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
24 the other Class Members with accurate wage statements but intentionally provided wage
25 statements that Defendants knew were not accurate.

26 84. As a result of being provided with inaccurate wage statements by Defendants,
27 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
28 wage statements were violated and they were misled about the amount of wages they had actually
earned and were owed. In addition, the absence of accurate information on their wage statements

1 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
2 and mathematical computations to determine the amounts of wages owed, has caused difficulty
3 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
4 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
5 and the other Class Members were not able to ascertain from the wage statements whether
6 Defendants complied with their obligations under California Labor Code section 226(a).

7 **SIXTH CAUSE OF ACTION**

8 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

9 **Lab. Code §§ 201, 202, and 203**

10 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

11 85. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 86. At all relevant times during the applicable limitations period, Plaintiffs and the
13 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
14 of California Labor Code §§ 201, 202, and 203, and the Wage Order.

15 87. Labor Code § 201 provides that all earned and unpaid wages of an employee who
16 is discharged are due and payable immediately at the time of discharge.

17 88. Labor Code § 202 provides that all earned and unpaid wages of an employee who
18 quits after providing at least 72-hours' notice before quitting are due and payable at the time of
19 quitting and that all earned and unpaid wages of an employee who quits without providing at least
20 72-hours' notice before quitting are due and payable within 72 hours.

21 89. The Defendants failed to pay Snow and all of the other Class Members whose
22 employment ended all of the earned, but unpaid wages described above by the conclusion of their
23 employment with Snow, including minimum wages, regular wages, overtime wages, doubletime
24 wages, unprovided meal period premium wages, and unprovided rest break premium wages.

25 90. By failing to pay such earned wages to Plaintiff and the Class Members,
26 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
27 sections 201 or 202.

28 91. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the Class Members all of their earned and unpaid wages (described above) have been willful

1 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
2 violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
3 they have had the ability to comply with those legal requirements.

4 92. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of
5 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
6 penalties for each Class Member.

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **Bus. & Prof. Code §§ 17200, *et seq.***

10 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

11 93. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 94. At all relevant times during the applicable limitations period, Plaintiff and the
13 Class Members have been employees of Defendants and entitled to the benefits and protections
14 of the Business and Professions Code §§ 17200, *et seq.*

15 95. The unlawful conduct of Defendants alleged herein amount to and constitutes
16 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
17 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
18 gained a competitive advantage over other comparable companies doing business in California
19 that comply with their legal obligations to compensate employees for all earned wages.

20 96. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
21 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
22 Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages,
23 missed meal period premium wages, missed rest period premium wages, phone and telecom
24 expenses, and comparable money and property.

25 97. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
26 Class Members are entitled to restitution of all monies rightfully belonging to them that
27 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
28 practices.

98. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in

1 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
2 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

3 **EIGHTH CAUSE OF ACTION**

4 **CIVIL PENALTIES**

5 **Lab. Code §§ 2698, *et seq.***

6 **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of**
7 **California, against all Defendants)**

8 99. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 100. The “Aggrieved Employees” are all members of the Class defined above who
10 Defendants employed during the period beginning May 18, 2022, and ending on the date that
11 final judgment is entered in this action.

12 101. Labor Code § 204 states:

13 (a) All wages, other than those mentioned in Section 201, 201.3, 202,
14 204.1, or 204.2, earned by any person in any employment are due
15 and payable twice during each calendar month, on days designated
16 in advance by the employer as the regular paydays. Labor performed
17 between the 1st and 15th days, inclusive, of any calendar month
18 shall be paid for between the 16th and the 26th day of the month
19 during which the labor was performed, and labor performed between
20 the 16th and the last day, inclusive, of any calendar month, shall be
21 paid for between the 1st and 10th day of the following month. ...

22 (b) (1) Notwithstanding any other provision of this section, all
23 wages earned for labor in excess of the normal work period shall be
24 paid no later than the payday for the next regular payroll period.

25 (2) An employer is in compliance with the requirements of
26 subdivision (a) of Section 226 relating to total hours worked by the
27 employee, if hours worked in excess of the normal work period
28 during the current pay period are itemized as corrections on the
paystub for the next regular pay period. Any corrections set out in a
subsequently issued paystub shall state the inclusive dates of the pay
period for which the employer is correcting its initial report of hours
worked.

(c) However, when employees are covered by a collective bargaining

1 agreement that provides different pay arrangements, those
2 arrangements shall apply to the covered employees.

3 (d) The requirements of this section shall be deemed satisfied by the
4 payment of wages for weekly, biweekly, or semimonthly payroll if
5 the wages are paid not more than seven calendar days following the
close of the payroll period.

6 101. Defendants paid wages to employees on regular intervals. Defendants, however,
7 failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information
8 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
9 intervals for all wages earned and all hours worked.

10 102. During the applicable time period, Defendants violated California Labor Code §§
11 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

12 103. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
13 behalf of themselves and other current or former employees, to bring a civil action to recover civil
14 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

15 104. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
16 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations
17 of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198,
18 and 2802 during the applicable limitations period in the following amounts:

19 A. For violations of California Labor Code § 204, one hundred dollars
20 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
21 (\$200.00) for each Aggrieved Employee for each subsequent, willful, or intentional violation
(penalty amounts established by California Labor Code § 210).

22 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
23 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
24 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
25 California Labor Code § 226.3).

26 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
27 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
28 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts

1 established by California Labor Code § 558).

2 D. For violations of California Labor Code § 1174, five hundred dollars
3 (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty
4 amounts established by Labor Code § 1174.5).

5 E. For violations of California Labor Code § 1197, one hundred dollars
6 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
7 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
8 (regardless of whether the initial violations were intentionally committed) (penalty amounts
9 established by California Labor Code § 1197.1).

10 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
11 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
12 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
13 period for each subsequent violation (penalty amounts established by California Labor Code §
14 2699(f)(2)).

15 105. Plaintiff has complied with the procedures for bringing suit specified in California
16 Labor Code § 2699.3. By letter dated May 18, 2023, Plaintiff filed written notice online with the
17 Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail
18 to Defendants of the specific provisions of the California Labor Code alleged to have been
19 violated, including the facts and theories to support the alleged violations. A true and correct copy
20 of the notice to the LWDA dated May 18, 2023 is attached as Exhibit A. Plaintiff submitted his
21 LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response
22 within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA
23 will provide written notice to Plaintiff informing him that it does not intend to investigate these
24 allegations.

25 106. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
26 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
27 connection with their claims for civil penalties.

28 **V. PRAYER FOR RELIEF**

107. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for

1 relief and judgment against Defendants as follows:

2 A. An order that the action be certified as a class action with respect to
3 Plaintiff's claims for violations of California law;

4 B. An order that Plaintiff be appointed class representative;

5 C. An order that counsel for Plaintiff be appointed class counsel;

6 D. Unpaid wages, including minimum, regular, overtime, double-time,
7 missed meal period, missed rest period wages;

8 E. Liquidated damages;

9 F. Statutory penalties, including waiting time penalties;

10 G. Civil penalties;

11 H. Restitution;

12 I. Declaratory relief;

13 J. Actual damages;

14 K. Pre-judgment interest;

15 L. Costs of suit;

16 M. Reasonable attorneys' fees; and

17 N. Such other relief as the Court deems just and proper.

18 **VI. DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on
20 all issues so triable.

21 Respectfully submitted,

22 THE SPIVAK LAW FIRM

23 Dated: July 27, 2023

24 By: 

25 DAVID G. SPIVAK, Attorneys for
26 Plaintiff(s), TAYLOR SNOW, and all
27 others similarly situated
28

EXHIBIT A



THE SPIVAK LAW FIRM

EMPLOYEE RIGHTS

8605 Santa Monica Bl PMB 42554 West Hollywood CA 90069 Mail
1801 Century Park East 25th Fl Los Angeles CA 90067 Office
(213) 725-9094 Tel
(213) 634-2485 Fax
spivaklaw.com Web

SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

May 18, 2023

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Taylor Snow / Kirkwood Collection Employers

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Taylor Snow (hereafter “Snow” or “Complainant”) provides notice that 555 Ocean View Blvd LLC, a California limited liability company, Kirkwood Collection, Inc., a California corporation, Kirkwood Collection Holdings LLC, a California limited liability company, and related entities (collectively “the Kirkwood Collection Employers” or “the Employers”) violated her rights and those of all other individuals the Kirkwood Collection Employers have employed or otherwise contracted with in California as hourly and non-exempt employees, including but not limited to reservationists and front desk agents, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Snow hereby provides this notice to the Labor & Workforce Development Agency and the Kirkwood Collection Employers and their agents and representatives.

At all relevant times, the Kirkwood Collection Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies throughout California. Snow and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately January 18, 2022, the Kirkwood Collection Employers began to employ Snow in Pacific Grove in the position of hourly, non-exempt reservationist and front desk agent. The Kirkwood Collection Employers continuously employed her in that capacity until on or about June 20, 2022 when her employment ended.

At all relevant times, the Kirkwood Collection Employers issued wages to Snow and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Kirkwood Collection Employers classified Snow and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Kirkwood Collection Employers failed to compensate Snow and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties while off-the-clock prior to clocking in and during their meal periods. The Kirkwood Collection Employers also required Snow and all other Aggrieved Employees to perform work-related duties during their paid rest periods.

The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties before clocking-in. The Kirkwood Collection Employers expected Snow and all other Aggrieved Employees who were scheduled to open the hotel to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all computers, and log-in to and check the reservation systems all prior to clocking in. In fact, the Kirkwood Collection Employers' punch card system disallowed Snow and all other Aggrieved Employees from clocking in prior to their shift start time at 8 A.M.

At all relevant times, the Kirkwood Collection Employers failed to provide Snow and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain in their work areas or assigned work stations and available to customers and other employees at all times. Due to these policies and chronic understaffing the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to forgo some or all of each off-duty meal period. Further, the Kirkwood

Collection Employers denied Snow and all other Aggrieved Employees a second meal period on days their shifts exceeded ten (10) hours. The Kirkwood Collection Employers also failed to pay premium wages for days on which they failed to provide Snow and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Kirkwood Collection Employers failed to authorize and permit Snow and all of the other Aggrieved Employees to take ten-minute, off-duty rest breaks every four hours worked or major portion thereof. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain at their assigned work stations or in their assigned work areas and available to customers, coworkers, and managers at all times. Further, the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to remain on-duty at all times disallowing all rest breaks. In fact, the Kirkwood Collection Employers never informed Snow and all other Aggrieved Employees that they were entitled to rest breaks. Consequently, the Kirkwood Collection denied Snow and all other Aggrieved Employees any 10-minute, off-duty rest breaks. The Kirkwood Collection Employers also failed to pay premium wages for days on which they failed to authorize and permit Snow and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Kirkwood Collection Employers required Snow and all of the other Aggrieved Employees to supply personal mobile phones to perform their job duties. However, the Kirkwood Collection Employers did not provide these items and did not reimburse Snow and the other Aggrieved Employees for these items. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to use their personal cell phones and telecom to complete work-related tasks during business hours including communicating with other employees and managers. The Kirkwood Collection Employers did not provide any other means of staff communication and instead relied on Snow and all other Aggrieved Employees' personal cell phones and did not reimburse Snow or other Aggrieved Employees for the use of their personal cell phones.

At all relevant times, the Kirkwood Collection Employers failed to issue to Snow and all other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay and all wages earned. The Kirkwood Collection Employers knowingly and intentionally failed to state on the wage statements they

issued to Snow and all other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

The Kirkwood Collection Employers failed to timely pay Snow and all other Aggrieved Employees all earned wages as described above during and at the conclusion of their employment.

The Kirkwood Collection Employers failed to maintain accurate employee records of Snow and all other Aggrieved Employees.

For the reasons stated herein, Snow alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Kirkwood Collection Employers failed to provide Snow and all other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Kirkwood Collection Employers failed to authorize and permit Snow and all other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Kirkwood Collection Employers failed to compensate Snow and all other Aggrieved Employees at one hour's pay for each day in which the Kirkwood Collection Employers failed to provide them with one or more meal periods as required by law;
- (e) The Kirkwood Collection Employers failed to compensate Snow and all other Aggrieved Employees at one hour's pay for each day in which the Kirkwood Collection Employers failed to authorize and permit them to take one or more rest breaks as required by law;

- (f) The Kirkwood Collection Employers failed to indemnify Snow and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Kirkwood Collection Employers knowingly and intentionally failed to provide Snow and all other Aggrieved Employees with accurate wage statements;
- (h) The Kirkwood Collection Employers willfully failed to timely pay Snow and all other Aggrieved Employees all earned and unpaid wages during their employment with the Kirkwood Collection Employers and when their employment ended; and
- (i) The Kirkwood Collection Employers failed to maintain accurate employment records pertaining to Snow and all other Aggrieved Employees.

Accordingly, Snow now seeks civil penalties on behalf of herself and all other Aggrieved Employees based on the Kirkwood Collection Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean:

[A]ny industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food is either sold or liquid

form is prepared and served to be consumed on the premises;

- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters; [and]
- ...
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units. . . .

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Kirkwood Collection Employers, Snow, and all other Aggrieved Employees were covered by the Wage Order because the Kirkwood Collection Employers operated, and Snow and all other Aggrieved Employees worked for, one or more hotels. Accordingly, Snow and all other Aggrieved Employees are entitled to the protections the Wage Order provides.

**Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay**
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties before clocking-in. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to perform work-related duties before clocking-in. The Kirkwood Collection Employers expected Snow and all other Aggrieved Employees who were scheduled to open the hotel to unlock the front doors, disarm the security system, turn on all lights in the lobby, boot up all computers, and log-in to and check the reservation systems all prior to clocking in. In fact, the Kirkwood Collection Employers' punch card system disallowed Snow and all other Aggrieved Employees from clocking in prior to their shift start time at 8 A.M.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. See, e.g., *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904-905. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. See *Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the Kirkwood Collection Employers, Snow and all other Aggrieved Employees earned meal period premium wages and rest period premium wages during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees overtime and double time premium pay on such rest period premium wages, meal period premium wages, and other non-discretionary compensation.

At all relevant times during the applicable limitations period, the Kirkwood Collection Employers failed to compensate Snow and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Snow now seeks civil penalties on behalf of herself and all other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to

Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1); and

4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Kirkwood Collection Employers failed to provide Snow and all other Aggrieved Employees with all timely meal periods. The Kirkwood Collection Employers denied Snow and all other Aggrieved Employees their 30-minute off-duty

meal periods within the first five hours of work. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain in their work areas or assigned work stations and available to customers and other employees at all times. Due to these policies and chronic understaffing the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to forgo some or all of each off-duty meal period. Further, the Kirkwood Collection denied Snow and all other Aggrieved Employees a second meal period on days their shifts exceeded ten (10) hours. Consequently, the Kirkwood Collection Employers denied Snow and all other Aggrieved Employees their duty-free meal periods. Furthermore, the Kirkwood Collection Employers failed to pay premium wages for days on which they failed to provide Snow and all of the other Aggrieved Employees with timely meal periods.

Accordingly, Snow now seeks civil penalties for these Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code § 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “[t]he employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.” Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of

Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Kirkwood Collection Employers failed to authorize and permit Snow and all other Aggrieved Employees to take ten-minute, duty-free rest breaks every four hours worked or major fraction thereof. The Kirkwood Collection Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to remain at their assigned work stations or in their assigned work areas and available to customers, coworkers, and managers at all times. Further, the Kirkwood Collection Employers forced Snow and all other Aggrieved Employees to remain on-duty at all times disallowing all rest breaks. In fact, the Kirkwood Collection Employers never informed Snow and all other Aggrieved Employees that they were entitled to rest breaks. Consequently, the Kirkwood Collection denied Snow and all other Aggrieved Employees any 10-minute, off-duty rest breaks. Consequently, the Kirkwood Collection denied Snow and all other Aggrieved Employees any 10-minute, off-duty rest breaks. Moreover, the Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees premium wages on workdays the Kirkwood Collection Employers failed to provide Snow and all other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof.

Accordingly, Snow now seeks civil penalties for these Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

///

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code section 2802(a) states, “[a]n employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, in relevant part, the Wage Order states,

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. . . .

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Kirkwood Collection Employers required Snow and all other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Kirkwood Collection Employers did not provide these items and did not reimburse Snow and the other Aggrieved Employees for these items. The Kirkwood Collection Employers required Snow and all other Aggrieved Employees to use their personal cell phones and telecom to complete work-related tasks during business hours including communicating with other employees or managers throughout their shifts. The Kirkwood Collection Employers did not provide any other means of staff communication and did not reimburse Snow or other Aggrieved Employees for the use of their personal cell phones, nor the use of their cell phone plan. Accordingly, Snow seeks civil penalties for these Labor Code violations that the Kirkwood Collection Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)) and
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Kirkwood Collection Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Kirkwood Collection Employers failed to state in the wage statements they issued to Snow and all other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock before clocking-in and during meal and rest periods (as described above). The Kirkwood Collection Employers knowingly and intentionally failed to state on the wage statements they issued to Snow and all other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

Accordingly, Snow seeks civil penalties for the Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code § 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code § 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day,

inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Kirkwood Collection Employers failed to compensate Snow and all other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation at the intervals stated above. As a result, the Kirkwood Collection Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Snow now seeks civil penalties for the Labor Code violations that the Kirkwood Collection Employers have committed against her and all other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code section 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under section 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code section 203, if an employer willfully fails to pay without abatement or reduction, in accordance with Labor Code sections 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Kirkwood Collection Employers failed to pay Snow and all other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Snow, including minimum wages, regular wages, overtime wages, and doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Snow and all other Aggrieved Employees as set forth above at the end of employment, the Kirkwood Collection Employers are liable for violations of Labor Code sections 201, 202, and 203. Accordingly, on behalf of herself and all other Aggrieved Employees, Snow seeks civil penalties from the Kirkwood Collection Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (A) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.
 - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Kirkwood Collection Employers failed to compensate Snow and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the Kirkwood Collection Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Snow and all other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Snow seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

- 1. \$500 for each aggrieved employee for each violation of Labor Code § 1174 (penalties set by Labor Code § 1174.5) and
- 2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

LWDA / The Kirkwood Collection Employers
Re: Taylor Snow
May 18, 2023
Page 22 of 22

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Taylor Snow will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.
David@spivaklaw.com
cc: Taylor Snow
Walter L. Haines, Esq.

555 Ocean View Blvd LLC (DBA Seven Gables Inn)
c/o Alex Polishuk, Esq. & Diana M. Martinez, Esq.
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
apolishuk@polsinelli.com
dmartinez@polsinelli.com

Kirkwood Collection, Inc.
c/o Alex Kirkwood
Agent for Service of Process
301 North Canon Drive, Suite 302
Beverly Hills, CA 90210

Kirkwood Collection Holdings LLC
c/o Alex Kirkwood
Agent for Service of Process
301 North Canon Drive, Suite 302
Beverly Hills, CA 90210

PROOF OF SERVICE

State of California,
County of Monterey

I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1801 Century Park East, 25th Fl, Los Angeles, CA 90067.

I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On Thursday, July 27, 2023, I served the foregoing document described as **FIRST AMENDED COMPLAINT** on interested parties by electronic mail, addressed as follows:

Alexander Polishuk, Esq.
POLSINELLI LAW FIRM
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
apolishuk@polsinelli.com

Diana M. Martinez, Esq.
POLSINELLI LAW FIRM
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
dmartinez@polsinelli.com

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address thalia@spivaklaw.com.

EXECUTED on Thursday, July 27, 2023 at Irvine, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



THALIA HIGGINS



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1801 Century Park East
25th Fl
Los Angeles, CA 90067

EXHIBIT 6

EXHIBIT 7

41
FILED

Superior Court Of California
County Of Los Angeles

JUN 21 2012

John A. Clarke, Executive Officer/Clerk
BY Nancy Sandoval Deputy

Received
MAY 18 2012

Fax Filing

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)**

ALINA GHRDILYAN; EVGENIA
SULTANIAN; and all others similarly situated,

Plaintiffs,

vs.

RJ FINANCIAL, INC., a California
corporation; RAMIL ABALKHAD, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: BC430633

**~~(PROPOSED)~~ JUDGMENT AGAINST
DEFENDANT RAMIL ABALKHAD**

Action filed: 01/28/2010
CMC: 09/29/2010, 8:30 a.m.
FSC: 04/09/2012, 8:30 a.m.
Trial: 04/09/2012, 8:30 a.m.
Dept: 41, Hon. Ronald M.
Sohigian

Plaintiffs Alina Ghrdilyan and Evgenia Sultanian ("Plaintiffs") filed a complaint Defendant RJ Financial, Inc., a California corporation, on January 28, 2010. On February 24, 2010, Plaintiffs filed a First Amended Complaint which added Ramil Abalkhad, an individual, as a defendant, and a claim against him for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("The PAGA"). In the First Amended Complaint, the Plaintiffs contended that Defendants violated Labor Code sections 226.7, 510, 512, 1194, 1197, and 1198 and Industrial Welfare Commission Wage Order 7-2001 and in so doing, was liable to the Plaintiffs and other aggrieved employees under the PAGA.

On July 26, 2011, the Court granted Plaintiffs' motion to compel further responses to deposition questions, and ordered Defendant Ramil Abalkhad to pay monetary sanctions to

1 Plaintiffs in the amount of \$2,700.00. Defendant Ramil Abalkhad has not paid such amount to
2 date.

3 On April 10 through 23, 2012, the case was tried in Department 41 of the above-entitled
4 court, the Honorable Ronald M. Sohigian, presiding. Defendant Ramil Abalkhad was present
5 throughout the trial. Plaintiffs Alina Ghrdilyan and Evgenia Sultanian appeared for the trial.
6 David Spivak of the Spivak Law Firm and Louis Benowitz of the Law Offices of Louis
7 Benowitz represented the Plaintiffs, Alina Ghrdilyan and Evgenia Sultanian, and the other
8 aggrieved employees. F. Michael Sabzevar of the Law Office of Michael Sabzevar represented
9 the Defendant Ramil Abalkhad.

10 Before the trial without a jury began, Defendant RJ Financial, Inc. petitioned for
11 bankruptcy protection. Pursuant to 11 U.S.C. section 362, the claims against RJ Financial, Inc.
12 were stayed, and the case proceeded to trial against Defendant Ramil Abalkhad only on the
13 claim for civil penalties under the PAGA.

14 The jury was waived. Testimony was heard and documentary evidence was admitted.
15 Following argument, the court considered the evidence. Only Plaintiffs requested a written
16 statement of decision, however, on April 23, 2012, the Court orally presented its tentative
17 statement of decision on the record.

18 **Plaintiff Alina Ghrdilyan**

19 In its tentative statement of decision, the Court awarded the following amounts to
20 Plaintiff Alina Ghrdilyan: (1) For violations of Labor Code sections 510 and 512, \$7,654.60
21 pursuant to Labor Code section 558; and (2) For violations of Labor Code sections 1198 and
22 Wage Order 7, \$14,218.00 pursuant to Labor Code section 1197.1. This totals \$21,872.60 for
23 Plaintiff Alina Ghrdilyan, of which \$4,572.60 is wages. Of the \$17,300.00 in civil penalties that
24 do not represent wages, twenty-five percent (25%), \$4,325.00, is awarded to Plaintiff Alina
25 Ghrdilyan, and the remaining seventy-five percent (75%), \$12,975.00, is awarded to the
26 California Labor & Workforce Development Agency pursuant to Labor Code § 2699(i).

27 **Plaintiff Evgenia Sultanian**

28 Additionally, the Court awarded the following amounts to Plaintiff Evgenia Sultanian:
(1) For violations of Labor Code sections 510 and 512, \$5,264.19 pursuant to Labor Code
section 558; and (2) For violations of Labor Code sections 1198 and Wage Order 7, \$13,936.50
pursuant to Labor Code section 1197.1. This totals \$19,200.69 for Plaintiff Evgenia Sultanian,

of which \$3,000.69 represents wages. Of the \$16,200.00 in civil penalties that do not represent wages, twenty-five percent (25%), \$4,050.00, is awarded to Plaintiff Evgenia Sultanian, and the remaining seventy-five percent (75%), \$12,150.00, is awarded to the California Labor & Workforce Development Agency pursuant to Labor Code § 2699(i).

Other Aggrieved Employees

Moreover, the Court awarded the following amounts to the other aggrieved employees:

(1) For violations of Labor Code sections 510 and 512, \$125,000.00 pursuant to Labor Code section 558; and (2) For violations of Labor Code sections 1198 and Wage Order 7, \$200,000.00 pursuant to Labor Code section 1197.1. This totals \$325,000.00 for the aggrieved employees. Of the \$325,000.00 in civil penalties, twenty-five percent (25%), \$81,250.00, is awarded to the aggrieved employees other than the two named-Plaintiffs, and the remaining seventy-five percent (75%), \$243,750.00, is awarded to the California Labor & Workforce Development Agency pursuant to Labor Code § 2699(i).

As part of its statement of decision, the Court stated that, in committing the acts that led to the Court's award, Defendant Ramil Abalkhad had "the intention simply of trying to run things through and get off as cheaply as he could while he was running his businesses."

After more than ten days had passed from the Court's tentative statement of decision, Defendant Ramil Abalkhad did not request a written statement of decision, object to the tentative statement of decision, nor specify omitted issues to be included in the statement of decision. The Court adopted that tentative statement of decision as its final statement of decision in the manner prescribed by Rule of Court 3.1590(c)(4).

In accordance with the court's Statement of Decision, it is hereby ORDERED, ADJUDGED AND DECREED:

~~1. Plaintiffs Alina Ghrdilyan and Evgenia Sultanian shall have judgment against Defendant Ramil Abalkhad in the amount of \$2,700.00 as sanctions against Defendant Ramil Abalkhad pursuant to the Court's July 26, 2011 decision on Plaintiffs' motion to compel.~~

1 Plaintiff Alina Ghrdilyan shall have judgment under the PAGA against Defendant Ramil Abalkhad in the amount of \$8,897.60.

2 Plaintiff Evgenia Sultanian shall have judgment under the PAGA against Defendant Ramil Abalkhad in the amount of \$7,050.69.

1 **43** The aggrieved employees shall have judgment under the PAGA against
2 Defendant Ramil Abalkhad in the amount of \$81,250.

3 **4** The California Labor & Workforce Development Agency shall have judgment
4 against Defendant Ramil Abalkhad in the amount of \$268,875.00.

5 The total amount awarded against Defendant Ramil Abalkhad, exclusive of interest,
6 attorneys' fees and costs, is ~~\$268,875.00~~ **\$366,073.29**

7 Defendant Ramil Abalkhad must pay the Plaintiffs and their attorneys on the First
8 Amended Complaint attorneys' fees in the amount of \$ **581,770.78** ^{PP} and costs in the amount
9 of \$ **21,272.88** ^{PP}

10 The total amount awarded against Defendant Ramil Abalkhad, inclusive of attorneys'
11 fees and costs, is \$ **969,116.95** ^{PP}, plus interest thereon at the legal rate of ten percent (10%)
12 per year.

13 IT IS SO ORDERED, ADJUDGED AND DECREED.

14 **JUNE 21, 2012**
15 DATE

16 **Ronald M. Sohigian**
17 THE HONORABLE RONALD
18 SOHIGIAN, JUDGE OF THE
19 SUPERIOR COURT
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28

1 PROOF OF SERVICE

2
3 State of California,
County of Los Angeles

4 1. I am a citizen of the United States and am employed in the County
5 of Los Angeles, State of California. I am over the age of 18 years, and not a
6 party to the within action. My business address is 9454 Wilshire Blvd., Suite
303, Beverly Hills, California 90212.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United
9 States Postal Service. It is the practice that correspondence is deposited
with the United States Postal Service the same day it is submitted for
mailing.

10 On Friday, May 18, 2012, I served the foregoing document described as
11 [PROPOSED] JUDGMENT AGAINST DEFENDANT RAMIL ABALKHAD on interested parties by
placing a true and correct copy thereof enclosed in a sealed envelope, with
12 postage fully prepaid, addressed as follows:

13 F. Michael Sabzevar, Esq.
Law Ofc F Michael Sabzevar
16633 Ventura Blvd #555
14 Encino, CA 91436
15 msabzevar@aol.com

16 XXXX (BY MAIL) I caused such an envelope to be mailed by placing it for
17 collection and mailing, in the course of ordinary business practice, with
other correspondence of The Spivak Law Firm, 9454 Wilshire Boulevard, Suite
18 303, Beverly Hills, California 90212.

19 (BY PERSONAL SERVICE) My agent delivered such envelope by hand to the
home/offices of the addressee.

20 EXECUTED on Friday, May 18, 2012, at Beverly Hills, California.

21 XXXX (State) I declare under penalty of perjury under the laws of the State
22 of California that the above is true and correct.

23 (Federal) I declare that I am employed in the office of a member of the
bar of this court at whose direction the service was made.

24 
25 BRUCK OYAMA
26
27
28

6/25/12

EXHIBIT 8

1 DAVID G. SPIVAK, State Bar # 179684

2 THE SPIVAK LAW FIRM

3 9454 Wilshire Blvd.

4 Suite 303

5 Beverly Hills, CA 90212

6 Telephone (310) 499-4730

7 Facsimile (310) 499-4739

8 Email david@spivaklaw.com

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
FEB 24 2010

John A. Clarke, Executive Officer/Clerk

BY MARY GARCIA, Deputy

9 Attorney for Plaintiffs,

10 ALINA GHRDILYAN, EVGENIA SULTANIAN, and all others similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
13 (UNLIMITED JURISDICTION)

14 ALINA GHRDILYAN; EVGENIA
15 SULTANIAN; and all others similarly situated,

Case No.: BC430633

CLASS ACTION

16 *Plaintiffs,*

FIRST AMENDED COMPLAINT FOR:

17 vs.

1. Failure To Compensate Employees For All Hours Worked;
2. Failure To Provide Rest And Meal Periods;
3. Forfeiture of Vested Vacation Benefits;
4. Failure To Provide Accurate Written Wage Statements;
5. Failure To Timely Pay All Final Wages
6. Unauthorized Deductions;
7. Failure to Indemnify;
8. Unfair Competition; And
9. Civil Penalties

18 RJ FINANCIAL, INC., a California
19 corporation; RAMIL ABALKHAD, an
20 individual; and DOES 1 through 50, inclusive,

21 *Defendants.*

Action filed: 01/28/2010
CMC: 05/10/2010, 8:30 a.m.
FSC: Not set
Trial: Not set
Dept: 36, Hon. Gregory Alarcon

22 On behalf of both himself and all other persons similarly situated, plaintiff ALINA
23 GHRDILYAN and EVGENIA SULTANIAN ("Plaintiffs") bring this action against defendants
24 RJ FINANCIAL, INC., RAMIL ABALKHAD, and the other defendants, (collectively

25
26
27
THE
SPIVAK
LAW FIRM

1 “Defendants”) for violations of the California Labor Code, the applicable Industrial Welfare
2 Commission Order(s) (“Wage Order(s)”), and the California Business and Professions Code,
3 and as grounds therefore alleges:

4 INTRODUCTION

5 1. This action arises out of the allegedly unlawful labor practices of Defendants in
6 California. Through this class and collective action, Plaintiffs seek to represent the below-
7 defined classes and subclasses of persons who Defendants have allegedly committed labor law
8 violations against including, but not limited to, wage underpayments. As a result of the
9 allegedly unlawful labor conduct described herein, Plaintiffs now seek declaratory and
10 injunctive relief, damages, restitution, penalties, and other proper relief on behalf of himself and
11 other similarly situated persons.

12 PARTIES AND CONDUCT

13 A. Plaintiffs and Class Members

14 2. During the applicable time period, Plaintiff ALINA GHRDILYAN, an
15 individual, was employed in a position that she alleges Defendants have classified as non-
16 exempt from the overtime requirements of the California Labor Code and the applicable wage
17 order(s).

18 3. During the applicable time period, Plaintiff EVGENIA SULTANIAN, an
19 individual, was employed in a position that she alleges Defendants have classified as non-
20 exempt from the overtime requirements of the California Labor Code and the applicable wage
21 order(s).

22 4. At relevant times during the applicable limitations periods, Plaintiffs allege that
23 Defendants have failed to compensate them and Defendants’ other California employees for all
24 of the hours that they have worked, failed to compensate them for all of the overtime hours that
25 they have worked at overtime rates, failed to provide them with all required rest and meal
26 periods, failed to pay them additional required wages for rest and meal periods, improperly
27 denied earned wages that Defendants without authorization deducted from paychecks or
required reimbursement for, failed to indemnify for necessary expenditures, failed to timely pay

1 all final wages owed, caused them to forfeit vested vacation pay, and/or intentionally failed to
2 provide them with accurate written wage statements.

3 **B. Defendants**

4 5. Defendant RJ FINANCIAL, INC. is a corporation organized under the laws of
5 California. It was at all relevant times a “person” under Labor Code § 18.

6 6. Defendant RAMIL ABALKHAD (also known as Randy Abalkhad), an
7 individual residing in the County of Los Angeles, State of California, was at all relevant times
8 the chief executive officer of Defendant RJ FINANCIAL, INC. At all relevant times,
9 ABALKHAD acted on behalf of RJ FINANCIAL, INC. and oversaw RJ FINANCIAL, INC.’s
10 accounting and bookkeeping and all administrative functions, including payroll. The company
11 maintained books and records by staff members under his direction. At all relevant times,
12 ABALKHAD was a “person acting on behalf of an employer” (RJ FINANCIAL, INC. and the
13 Doe Defendants) who caused to be violated the provisions of the Labor Code regulating hours
14 and days of work in orders of the Industrial Welfare Commission as described below under
15 Labor Code § 558. Also, he was at all relevant times a “person” under Labor Code § 18.

16 7. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of
17 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
18 are informed and believe and thereon allege that said defendants are legally responsible for the
19 wrongful conduct alleged herein and therefore sue these defendants by such fictitious names.
20 Plaintiffs will amend the complaint to allege the true names and capacities of the DOE
21 defendants when ascertained.

22 8. Plaintiffs are informed and believe and thereon allege that, at all relevant times
23 herein, all defendants were the agents, employees and/or servants, masters or employers of the
24 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
25 and scope of such agency or employment, and with the approval and ratification of each of the
26 other defendants.

27 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
defendants, and each of them, acted pursuant to and in furtherance of a policy and practice of

1 not paying Plaintiffs and other members of the below-described classes in accordance with
2 applicable California labor laws as alleged herein.

3 10. Plaintiffs are informed and believe and thereon allege that each and every one of
4 the acts and omissions alleged herein were performed by, and/or attributable to, all defendants,
5 each acting as agents and/or employees, and/or under the direction and control of each of the
6 other defendants, and that said acts and failures to act were within the course and scope of said
7 agency, employment and/or direction and control.

8 CLASS ACTION ALLEGATIONS

9 11. Plaintiffs incorporate paragraphs 1 through 10 of this Complaint as if fully
10 alleged herein.

11 12. Plaintiffs bring this action on behalf of themselves and all others similarly
12 situated as a class action pursuant to California Code of Civil Procedure § 382. Plaintiffs seek to
13 represent the following classes and subclasses of current, future, and/or former employees of
14 Defendants defined below:

15 **Wages Class:** All persons employed by Defendants in California who
16 have not been paid for all hours worked during the period beginning four
17 (4) years prior to the filing of this action and ending on the date that final
18 judgment is entered in this action.

19 **Overtime Class:** All persons employed by Defendants in California who
20 have not been paid at the legally required overtime rates for all hours
21 worked in excess of eight (8) hours in one (1) day and/or forty (40) hours
22 in one (1) week during the period beginning four (4) years prior to the
23 filing of this action and ending on the date that final judgment is entered in
24 this action.

25 **Rest Periods Class:** All persons employed by Defendants in California
26 who were not provided with a net rest period of at least ten (10) minutes
27 per each four (4) hour work period, or major portion thereof, during the
28 period beginning four (4) years prior to the filing of this action and ending
29 on the date that final judgment is entered in this action.

30 **Meal Periods Class:** All persons employed by Defendants in California
31 who were not provided with uninterrupted thirty (30) minute meal periods
32 during each work period of five (5) or more hours during the period
33 beginning four (4) years prior to the filing of this action and ending on the

1 date that final judgment is entered in this action.

2 **Vacation Pay Class:** All persons employed by Defendants in California
3 who earned vested paid vacation days without receiving
4 compensation for each vested paid vacation day during the
5 period beginning four (4) years prior to the filing of this action
6 and ending on the date that final judgment is entered in this
7 action.

8 **Unauthorized Deduction Class:** All persons employed by Defendants in
9 California whose wages were deducted by Defendants without statutory
10 authority or written consent during the period beginning four (4) years
11 prior to the filing of this action and ending on the date that final judgment
12 is entered in this action.

13 **Inaccurate Wage Statement Class:** All persons employed by Defendants
14 in California, including but not limited to members of the **Wages Class,**
15 **Overtime Class, Rest Period Class, Meal Period Class, and/or**
16 **Unauthorized Deduction Class** during the period beginning four (4)
17 years prior to the filing of this action and ending on the date that judgment
18 is entered in this action.

19 **Former Employee Class:** All persons employed by Defendants in
20 California, including, but not limited to, members of the **Wages Class,**
21 **Overtime Class, Rest Period Class, Meal Period Class, Unauthorized**
22 **Deduction Class, and/or Inaccurate Wage Statement Class** whose
23 employment with Defendants ended during the period beginning four (4)
24 years prior to the filing of this action and ending on the date that final
25 judgment is entered in this action, who either: a) were discharged and not
26 paid all wages owed on or before the day of termination; or b) resigned
27 without notice and were not paid all wages owed within 72 hours of
resignation; or c) resigned with 72 hours notice and were not paid all
wages owed on or before the day of quitting.

Indemnification Class: All persons employed by Defendants in
California, including, but not limited to, members of the **Wages Class,**
Overtime Class, Rest Period Class, Meal Period Class, Unauthorized
Deduction Class, and/or Inaccurate Wage Statement Class, who
Defendants failed to indemnify for all necessary expenditures incurred by
such employees in direct consequence of the discharge of their duties
during the period beginning four (4) years prior to the filing of this action
and ending on the date that final judgment is entered in this action.

UCL Class: All persons who are members of the **Wages Class, Rest**
Period Class, Meal Period Class, Overtime Class, Inaccurate Wage
Statement Class, Former Employee Class, Unauthorized Deduction

1 Class, and/or **Indemnification Class**, who have been employed by
2 Defendants in California at any time during the period beginning four (4)
3 years prior to the filing of this action and ending on the date that final
4 judgment is entered in this action.

5 **All-Inclusive Class:** All members of the **Wages Class**, **Overtime Class**,
6 **Rest Periods Class**, **Meal Periods Class**, **Inaccurate Wage Statement**
7 **Class**, **Unauthorized Deduction Class**, **Former Employee Class**, and/or
8 **Indemnification Class**.

9 13. This action has been brought and may be maintained as a class action pursuant to
10 California Code of Civil Procedure § 382 because there is a well-defined community of interest
11 among the persons who comprise readily ascertainable class.

12 14. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
13 management of this case as a class action.

14 15. The class members are so numerous that the individual joinder of each individual
15 class member is impractical. While Plaintiffs do not currently know the exact number of class
16 members, Plaintiffs are informed and believe and thereon allege that the actual number of class
17 members exceeds the minimum number required for numerosity purposes under California law.

18 16. Common questions of law and fact exist as to all class members and predominate
19 over any questions which affect only individual class members. These questions include, but are
20 not limited to:

21 A. Do Defendants maintain policies or practices that systematically cause
22 the **Wages Class** not to be paid for all hours worked?

23 B. Have members of the **Overtime Class** been paid at the legally required
24 overtime rates for all hours worked in excess of eight (8) hours in one (1) day?

25 C. Do Defendants maintain policies or practices that systematically cause
26 the **Overtime Class** not to be paid at overtime rates for all overtime hours worked?

27 D. Did Defendants fail to provide members of the **Rest Period Class** with
all legally required rest periods in violation of California law?

 E. Did Defendants fail to provide members of the **Meal Period Class** with
all legally required meal periods in violation of California law?

 F. Did Defendants fail to pay members of the **Rest Period Class** the

1 additional wages required for rest periods that were not provided?

2 G. Did Defendants fail to pay members of the **Meal Period Class** the
3 additional wages required for meal periods that were not provided?

4 H. Did Defendants deduct wages from the paychecks of members of the
5 **Unauthorized Deduction Class** without written consent?

6 I. Did Defendants intentionally fail to provide members of the **Inaccurate**
7 **Wage Statement Class** with accurate written wage statements?

8 J. Did Defendants intentionally fail to indemnify members of the
9 **Indemnification Class** for all necessary expenditures incurred by the members of the class in
10 direct consequence of the discharge of their duties?

11 K. Are the vacation days received by members of the **Vacation Pay Class**
12 subject to forfeiture?

13 L. Did Defendants fail to timely pay **Former Employee Class** all final
14 wages owed following termination or discharge?

15 M. Are Defendants liable to members of the **Former Employee Class** for
16 continuation wages under California Labor Code § 203?

17 N. Did Defendants engage in unfair competition within the meaning of
18 California Business & Professions Code §§ 17200, *et seq.*, with respect to members of the **UCL**
19 **Class**?

20 O. Are class members entitled to prejudgment interest?

21 P. Are class members entitled to attorneys' fees?

22 17. Plaintiffs' claims are typical of the other class members' claims. Plaintiffs are
23 informed and believe and thereon allege that Defendants have a policy or practice of failing to
24 comply with the California Labor Code and the California Business and Professions Code as
25 alleged herein.

26 18. Plaintiffs will fairly and adequately represent and protect the interests of the
27 other class members. Plaintiffs have no interests adverse to the interests of the other class
members. In addition, Plaintiffs are represented by counsel experienced in wage and hour class

1 action cases.

2 19. A class action is vastly superior to other available means for fair and efficient
3 adjudication of the class members' claims and would be beneficial to the parties and the Court.
4 Class action treatment will allow a number of similarly situated persons to simultaneously and
5 efficiently prosecute their common claims in a single forum without the unnecessary duplication
6 of effort and expense that numerous individual actions would entail. In addition, the monetary
7 amounts due to many individual class members are likely to be relatively small and would thus
8 make it difficult, if not impossible, for individual class members to both seek and obtain relief.
9 Moreover, a class action will serve an important public interest by permitting class members to
10 effectively pursue the recovery of moneys owed to them. Further, a class action will prevent the
11 potential for inconsistent or contradictory judgments inherent in individual litigation.

12 **FIRST CLAIM FOR RELIEF**

13 **FAILURE TO PAY ALL EARNED HOURLY WAGES IN VIOLATION OF THE**
14 **CALIFORNIA LABOR CODE**

15 **(By Plaintiffs, the Wages Class, and the Overtime Class)**

16 20. Plaintiffs incorporate paragraphs 1 through 19 of the Complaint as if fully
17 alleged herein.

18 21. At all relevant times, Plaintiffs and the other members of the **Wages Class** and
19 the **Overtime Class** have been entitled to the protections of the California Labor Code,
20 including California Labor Code §§ 204, 510, and applicable Wage order(s). These protections
21 include the rights to be timely paid all wages earned at the legally required rates for all hours
22 worked.

23 22. California Labor Code § 510(a) requires employers to compensate employees at
24 one and one-half times their regular rates of pay for:

- 25 A. All hours worked in excess of eight hours in one workday;
26 B. All hours worked in excess of forty hours in one workweek; and,
27 C. The first eight hours worked on a seventh consecutive workday during a
workweek.

1 226.7 and 512, and Wage order 11.

2 29. Pursuant to the applicable wage order(s), Defendants are required to provide
3 Plaintiffs and the other members of the **Rest Period Class** with net rest periods of a least ten
4 (10) minutes for each four (4) hour work period, or major portion thereof, during any given
5 workday.

6 30. Pursuant to California Labor Code § 226.7, Defendants are required to pay
7 Plaintiffs and the other members of the **Rest Period Class** one (1) additional hour of wages for
8 each rest period not provided in accordance with the applicable wage order(s).

9 31. During the applicable limitations period, Defendants failed to provide Plaintiffs
10 with net rest periods of at least ten (10) minutes for every four (4) hours work period, or major
11 portion thereof, and failed to pay them the required additional wages for rest periods not
12 provided to her.

13 32. Plaintiffs are informed and believe and thereon allege that Defendants maintain a
14 policy or practice of failing to provide other members of the **Rest Period Class** with net rest
15 periods of at least ten (10) minutes for every four (4) hours worked and of failing to pay them
16 the required additional wages for rest periods not provided to them.

17 33. Pursuant to California Labor Code § 512 and Industrial Welfare Commission
18 Order 7-2001, Defendants are required to provide Plaintiffs and the other members of the **Meal**
19 **Period Class** with an uninterrupted thirty (30) minute meal period for each five (5) hour work
20 period during any given workday.

21 34. Pursuant to California Labor Code § 226.7, Defendants are required to pay
22 Plaintiffs and the other members of the **Meal Period Class** one (1) additional hour of wages for
23 each meal period not provided in accordance with Wage order 11.

24 35. During the applicable limitations period, Defendants failed to provide Plaintiff
25 with an uninterrupted thirty (30) minute meal period for each five (5) hour work period,
26 including a second uninterrupted thirty (30) minute meal period on days he worked more than
27 ten (10) hours, and failed to pay him the required additional wages for rest periods not provided
to her.

1 36. Plaintiffs are informed and believe and thereon allege that Defendants maintain a
2 policy or practice of failing to provide other members of the **Meal Period Class** with
3 uninterrupted thirty (30) minute meal periods for each five (5) hour work period, including
4 second uninterrupted thirty (30) minute meal periods on days they worked more than ten (10)
5 hours, and failed to pay him the required additional wages for meal periods not provided to her.

6 37. Plaintiffs on behalf of themselves and the other members of the **Rest Period**
7 **Class** and the **Meal Period Class**, seeks declaratory and injunctive relief, damages for unpaid
8 wages owed, interest thereon and costs of suit pursuant to California Labor Code § 218.6, and
9 reasonable attorney's fees pursuant to California Code of Civil Procedure § 1021.5.

10 **THIRD CLAIM FOR RELIEF**

11 **FORFEITURE OF VACATION PAY**

12 **(By Plaintiffs and the Vacation Pay Class)**

13 38. Plaintiffs incorporate paragraphs 1 through 37 of the Complaint as if fully
14 alleged herein.

15 39. Under California Labor Code § 227.3 and applicable case law, vested paid
16 vacation benefits and other similar forms of paid time off that earned based on labor performed
17 are considered wages and cannot be subject to forfeiture without providing compensation for
18 forfeited days at the applicable rates required by law.

19 40. Pursuant to written company policies, members of the **California Vacation Pay**
20 **Class** have earned vested paid vacation days, including, but not limited to, "Personal Holidays"
21 and/or "Management Recognition Days," that are explicitly subject to unpaid forfeiture
22 pursuant to written company policies if they are not used within specified time periods.

23 41. During the applicable limitations period, Plaintiff has earned vested paid
24 vacation days, including, but not limited to, "Personal Holidays" and "Management Recognition
25 Days," without being compensated by Defendants for each vested paid vacation day.

26 42. Plaintiff is informed and believes and thereon alleges that Defendants have
27 maintained policies or practices of causing members of the **California Vacation Pay Class** to
forfeit vested paid vacation days, including, but not limited to, "Personal Holidays" and/or

1 "Management Recognition Days," without compensating them for each vested paid vacation
2 day.

3 43. As a result of the above, Plaintiff seeks declaratory and injunctive relief,
4 damages for unpaid wages owed, interest thereon and costs of suit pursuant to California Labor
5 Code § 218.6, and reasonable attorney's fees pursuant to California Code of Civil Procedure §
6 1021.5.

7 **FOURTH CLAIM FOR RELIEF**

8 **FAILURE TO PROVIDE ACCURATE, WRITTEN WAGE STATEMENTS**

9 **(By Plaintiffs and the All-Inclusive Class)**

10 44. Plaintiffs incorporate paragraphs 1 through 43 of the Complaint as if fully
11 alleged herein.

12 45. At all relevant times, Plaintiffs and the other members of the **All-Inclusive Class**
13 have been employees of Defendants entitled to the benefits and protections of California Labor
14 Code § 226. Pursuant to California Labor Code § 226(a), Plaintiffs and the other class members
15 were entitled to receive, semimonthly or at the time of each payment of wages, an accurate
16 itemized statement showing: a) gross wages earned; b) net wages earned; c) all applicable
17 hourly rates in effect during the pay period; and d) the corresponding number of hours worked
18 at each hourly rate by the employee.

19 46. Defendants failed to provide Plaintiffs accurate itemized statements in
20 accordance with California Labor Code § 226(a) because Plaintiffs' wage statements did not,
21 among other things, accurately reflect all of the hours that they actually worked, the descriptions
22 for all of the hours they actually worked, and the corresponding rates of pay for all of the hours
23 they actually worked.

24 47. Plaintiffs are informed and believe and thereon allege that, at all relevant times
25 during the applicable limitations period, Defendants maintained a policy or practice of not
26 providing the other members of the **All-Inclusive Class** wage statements did not, among other
27 things, accurately reflect all of the hours that they actually worked, the descriptions for all of the
hours they actually worked, and the corresponding rates of pay for all of the hours they actually

1 worked.

2 48. Defendants' failure to provide Plaintiffs and the other members of the **All-**
3 **Inclusive Class** with accurate wage statements was knowing and intentional. Defendants had
4 the ability to provide Plaintiffs and the other class members with accurate wage statements but
5 intentionally provided wage statements that Defendants knew were not accurate.

6 49. As a result of being provided with inaccurate wage statements by Defendants,
7 Plaintiffs and the other members of the **All-Inclusive Class** have suffered an injury. Their legal
8 rights to receive accurate wage statements were violated and they were misled about the amount
9 of wages they had actually earned and were owed. In addition, the absence of accurate
10 information on their wage statements prevented immediate challenges to Defendants' unlawful
11 pay practices, has required discovery and mathematical computations to determine the amounts
12 of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay
13 records, and/or has led to the submission of inaccurate information about wages and amounts
14 deducted from wages to state and federal government agencies.

15 50. Pursuant to California Labor Code § 226(e), Plaintiffs and the other members of
16 the **All-Inclusive Class** are entitled to recover the greater of actual damages, or penalties of fifty
17 dollars (\$50) for the initial pay period in which a violation of California Labor Code § 226(a)
18 occurred and one hundred dollars for each violation of California Labor Code § 226(a) in a
19 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per
20 class member, and are also entitled to an award of costs and reasonable attorney's fees.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

23 **(Cal. Lab. Code §§ 201-203)**

24 **(By Plaintiffs and the Former Employee Class)**

25 51. Plaintiffs incorporate paragraphs 1 through 50 of the Complaint as if fully
26 alleged herein.

27 52. At all relevant times, Plaintiffs and the members of the **Former Employee Class**
were employees of Defendants covered by California Labor Code § 201 or California Labor

1 Code § 202. Pursuant to California Labor Code § 201 or California Labor Code § 202, Plaintiffs
2 and the members of the **Former Employee Class** were entitled to payment of all wages earned
3 and unpaid prior to the termination of their employment. Members of the **Former Employee**
4 **Class** who are discharged employees were entitled to payment of their earned and unpaid wages
5 no later than the day on which their employment was terminated. Members of the **Former**
6 **Employee Class** who resigned were entitled to payment of their earned and unpaid wages
7 within 72 hours after giving notice of resignation or, if they had given at least 72 hours previous
8 notice, no later than the day their employment terminated.

9 53. Defendants failed to timely pay Plaintiffs all final wages earned and unpaid prior
10 to the termination of his employment with Defendants, including, but not limited to, additional
11 earned wages for rest and meal periods not provided to them, and earned wages in the forms of
12 vested paid vacation time and unlawfully deducted wages, in accordance with California Labor
13 Code § 201. Plaintiffs are informed and believe and thereon allege that, at relevant times during
14 the applicable limitations period, Defendants maintained a policy or practice of not providing
15 members of the **Former Employee Class** with a final paycheck encompassing all wages owed
16 upon termination or discharge of employment, including, but not limited to, additional earned
17 wages for rest and meal periods not provided to them, and/or earned wages in the forms of
18 vested paid vacation time and/or unlawfully deducted wages, in accordance with California
19 Labor Code § 201 or California Labor Code § 202.

20 54. Defendants' failure to pay Plaintiffs and members of the **Former Employee**
21 **Class** all wages earned prior to termination in accordance with California Labor Code § 201 or
22 California Labor Code § 202 was willful. Plaintiffs are informed and believe and thereon allege
23 that Defendants had the ability to pay all wages earned by members of the **Former Employee**
24 **Class** prior to termination in accordance with California Labor Code § 201 or California Labor
25 Code § 202, but intentionally adopted policies or practices incompatible with the requirements
26 of California Labor Code § 201 or California Labor Code § 202.

27 55. Pursuant to California Labor Code § 201 or California Labor Code § 202,
Plaintiffs and the members of the **Former Employee Class** are entitled to all wages earned

1 prior to the termination of their employment that Defendants did not pay them as well as
2 continuations of their wages, from the days they earned and unpaid wages were due upon the
3 termination of their employment until paid, up to a maximum of thirty (30) days, in amounts
4 subject to proof.

5 56. Accordingly, Plaintiffs and the members of the **Former Employee Class** are
6 entitled to recover the full amount of their unpaid wages and interest thereon pursuant to
7 California Labor Code § 218.6, continuation wages under California Labor Code § 203,
8 reasonable attorney's fees, and costs of suit.

9 **SIXTH CLAIM FOR RELIEF**

10 **UNAUTHORIZED DEDUCTIONS**

11 **(By Plaintiffs and the Unauthorized Deductions Class)**

12 57. Plaintiffs incorporate paragraphs 1 through 56 of the Complaint as if fully
13 alleged herein.

14 58. California Labor Code §§ 221 and 224 prohibit an employer from taking
15 deductions from an employee's wages without the employee's express written consent or other
16 legal authority for doing so.

17 59. At relevant times during the applicable limitations period, Defendants deducted
18 wages from Plaintiffs' paychecks without their express written consent or other legal authority
19 for doing so. Plaintiffs are informed and believe and thereon allege that, at relevant times during
20 the applicable limitations period, Defendants deducted wages from the paychecks of members
21 of the **Unauthorized Deduction Class** without their express written consent or other legal
22 authority for doing so.

23 60. By reason of the above, Plaintiffs and the members of the **Unauthorized**
24 **Deductions Class** are entitled to restitution for all unpaid amounts due and owing to within four
25 years (4) of the date of the filing of the Complaint until the date of entry of judgment. Further,
26 Plaintiffs, on behalf of themselves and the members of the **Unauthorized Deductions Class**,
27 seek interest thereon pursuant to California Labor Code § 218.6, costs pursuant to California
Labor Code § 218.6, and reasonable attorney's fees pursuant to California Code of Civil

1 Procedure § 1021.5.

2 **SEVENTH CLAIM FOR RELIEF**

3 **FAILURE TO INDEMNIFY**

4 **(By Plaintiffs and the Indemnification Class)**

5 61. Plaintiffs incorporate paragraphs 1 through 60 of the Complaint as if fully
6 alleged herein.

7 62. In pertinent part, California Labor Code § 2802(a) states, "An employer shall
8 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
9 direct consequence of the discharge of his or her duties." California Labor Code § 452 of the
10 Labor Code authorizes employers to prescribe the weight, color, quality, texture, style, form,
11 and make of uniforms required to be worn by their employees. However, the Wage Orders
12 impose an obligation on an employer that requires uniforms to be worn by its nonexempt
13 employees as a condition of employment to provide and maintain such uniforms, regardless of
14 the amount of the employees' compensation. The applicable wage order states, "When uniforms
15 are required by the employer to be worn by the employee as a condition of employment, such
16 uniforms shall be provided and maintained by the employer. The term "uniform" includes
17 wearing apparel and accessories of distinctive design or color." If the employer does not choose
18 to maintain employees' uniforms itself where it is required to do so, the Division of Labor
19 Standards Enforcement takes the position that the employer may pay each affected employee a
20 weekly maintenance allowance of an hour's pay at the state minimum wage rate (\$7.50 as of
21 January 1, 2007, and \$8.00 as of January 1, 2008) in lieu of maintaining the uniforms, assuming
22 that an hour is a realistic estimate of the time involved in maintaining the uniforms. The term
23 "uniform" is defined to include wearing apparel and accessories of distinctive design or color.

24 63. At relevant times during the applicable limitations period, Defendants required
25 Plaintiffs and the members of the **Indemnification Class** to purchase and maintain uniforms
26 and apparel unique to Defendants at their expense. Defendants failed to indemnify Plaintiffs and
27 the members of the **Indemnification Class** for such expenditures.

64. By reason of the above, Plaintiffs and the members of the **Indemnification Class**

1 are entitled to restitution for all unpaid amounts due and owing to within four years (4) of the
2 date of the filing of the Complaint until the date of entry of judgment. Further, Plaintiffs, on
3 behalf of themselves and the members of the **Indemnification Class**, seeks interest thereon
4 pursuant to California Labor Code § 218.6, costs pursuant to California Labor Code § 218.6,
5 and reasonable attorney's fees pursuant to California Code of Civil Procedure § 1021.5.

6 **EIGHTH CLAIM FOR RELIEF**

7 **UNFAIR COMPETITION**

8 **(By Plaintiffs and the California All-Inclusive Class)**

9 65. Plaintiffs incorporate paragraphs 1 through 64 of the Complaint as if fully
10 alleged herein.

11 66. The unlawful conduct of Defendants alleged herein amounts to and constitutes
12 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
13 *seq.* California Business & Professions Code §§ 17200, *et seq.*, protects against unfair
14 competition and allows a person who has suffered an injury-in-fact and has lost money or
15 property as a result of an unfair, unlawful, or fraudulent business practice to seek restitution on
16 her own behalf and on behalf of other similarly situated persons in a class action proceeding.

17 67. As a result of Defendants' violations of the California Labor Code as during the
18 applicable limitations period as alleged herein, Plaintiffs have suffered an injury-in-fact and
19 have lost money or property in the form of earned wages. Specifically, Plaintiffs have lost
20 money or property as a result of not being paid for hours worked, not being paid at legal
21 overtime rates for all overtime hours worked, not being paid additional required wages for rest
22 and meal periods not provided to them, being provided with inaccurate written wage statements
23 that have had the effect of concealing other wage underpayments, Defendants' improper
24 deductions, and Defendants' failure to reimburse for necessary expenditures, and Defendants'
25 failure to timely pay all wages due or owed upon termination or resignation.

26 68. Plaintiffs are informed and believe that other similarly situated persons have
27 been subject to the same unlawful policies or practices of Defendants, including not being paid
for all wages earned, not being paid at overtime rates for all overtime hours worked, not being

1 paid additional required wages for rest and meal periods not provided to them, being provided
2 with inaccurate written wage statements that have had the effect of concealing other wage
3 underpayments, Defendants' improper deductions, and Defendants' failure to reimburse for
4 necessary expenditures, and/or Defendants' failure to timely pay all wages due or owed upon
5 termination or resignation.

6 69. Due to its unfair and unlawful business practices in violation of the California
7 Labor Code as alleged herein, Defendants have gained a competitive advantage over other
8 comparable companies doing business in the State of California that comply with their legal
9 obligations to compensate employees for all earned wages and to provide them with reasonable
10 means of verifying that they have been paid all earned wages with accurate written wage
11 statements.

12 70. Pursuant to California Business & Professions Code § 17203, Plaintiffs, on
13 behalf of themselves and the other members of the **All-Inclusive Class**, seek declaratory and
14 injunctive relief, and restitution of all monies rightfully belonging to them that Defendants did
15 not pay them or otherwise retained by means of its unlawful and unfair business practices.

16 71. Plaintiffs and the other members of the **All-Inclusive Class** are entitled to
17 recover reasonable attorney's fees in connection with their unfair competition claims pursuant
18 to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the
19 common fund doctrine.

20 **NINTH CLAIM FOR RELIEF**

21 **CIVIL PENALTIES**

22 **(By Plaintiffs and the All-Inclusive Class)**

23 72. Plaintiffs incorporate paragraphs 1 through 71 of the Complaint as if fully
24 alleged herein.

25 73. During the applicable time period, Defendants violated California Labor Code §§
26 204, 223, 226(a), 226.7, 227.3, 510, 512, and 1194.

27 74. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
behalf of himself and other current or former employees, to bring a civil action to recover civil

1 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

2 75. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the other
3 aggrieved employees of Defendants are entitled to recover civil penalties for Defendants'
4 violations of California Labor Code §§ 200, 201, 202, 203, 204, 224, 226(a), 226.7, 227.3, 510,
5 512, 1194 and 2802 during the applicable limitations period in the following amounts:

6 A. For violations of California Labor Code §§ 200, 201, 202, 203, 224,
7 226.7, 1194, and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay
8 period for each initial violation and two hundred dollars (\$200.00) for each aggrieved employee
9 per pay period for each subsequent violation (penalty amounts established by California Labor
10 Code § 2699(f)(2));

11 B. For violations of California Labor Code § 204, one hundred dollars
12 (\$100.00) for each aggrieved employee for each initial violation and two hundred dollars
13 (\$200.00) for each aggrieved employee plus twenty-five percent (25%) of the amount
14 unlawfully withheld from each aggrieved employee for each subsequent, willful or intentional
15 violation (penalty amounts established by California Labor Code § 210);

16 C. For violations of California Labor Code § 226(a), two hundred fifty
17 dollars (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per
18 employee for each subsequent violation (penalty amounts established by California Labor Code
19 § 226.3); and,

20 D. For violations of California Labor Code §§ 510 and 512, fifty dollars
21 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
22 employee was underpaid in addition to an amount sufficient to recover unpaid wages and one
23 hundred dollars (\$100.00) for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover unpaid wages (penalty
25 amounts established by California Labor Code § 558).

26 76. Plaintiffs have complied with the procedures for bringing suit specified in
27 California Labor Code § 2699.3. By letters dated January 8 and February 19, 2010, Plaintiffs
gave written notice by certified mail to the Labor and Workforce Development Agency

1 (“LWDA”) and Defendants of the specific provisions of the California Labor Code alleged to
2 have been violated, including the facts and theories to support the alleged violations. Plaintiffs
3 anticipate that the LWDA will soon provide Plaintiffs with written notice that it does not intend
4 to investigate the violations of the California Labor Code alleged herein.

5 77. Pursuant to California Labor Code § 2699(g), Plaintiffs and the other members of
6 the **All-Inclusive Class** are entitled to an award of reasonable attorney’s fees and costs in
7 connection with their claims for civil penalties.

8 **PRAYER FOR RELIEF**

9 78. WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly
10 situated, prays for relief and judgment against Defendants as follows:

11 A. An order that the action be certified as a class action with respect to
12 Plaintiffs’ claims for violations of California law;

13 B. An order that Plaintiffs be appointed class representatives;

14 C. An order that counsel for Plaintiffs be appointed class counsel;

15 D. Declaratory relief;

16 E. Injunctive relief;

17 F. Actual damages;

18 G. Liquidated damages;

19 H. Restitution;

20 I. Civil penalties;

21 J. Statutory penalties;

22 K. Pre-judgment interest;

23 L. Costs of suit;

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- M. Reasonable attorney's fees; and
- N. Such other relief as the Court deems just and proper.

Respectfully submitted,

THE SPIVAK LAW FIRM

Date: February 23, 2010

By:



DAVID G. SPIVAK, Attorney for
Plaintiff, ALINA GHRDILYAN,
EVGENIA SULTANIAN, and all others
similarly situated

EXHIBIT 9

1 CASE NUMBER: BC430633
2 CASE NAME: ALINA GHRDILYAN, ET AL., VERSUS
3 RJ FINANCIAL, ET AL.,
4 LOS ANGELES, CALIFORNIA MONDAY, APRIL 23, 2012
5 DEPARTMENT 41 HON. RONALD M. SOHIGIAN, JUDGE
6 APPEARANCES: (SEE TITLE PAGE.)
7 REPORTER: ANGELA Z. PARADELA, CSR NO. 9659
8 TIME: A.M. SESSION
9

10 (THE FOLLOWING PROCEEDINGS WERE HELD IN
11 OPEN COURT:)

12
13 THE COURT: OKAY. THANK YOU VERY MUCH. I'M GOING
14 TO ASK YOU LAWYERS TO WAIT FOR JUST A MOMENT.

15 AS YOU CAN PROBABLY TELL, FROM THE QUESTIONS
16 AND THE WAY I'VE BEEN TAKING NOTES, SO FORTH, I HAVE A CASE
17 IN MIND AND I HAVE BEEN WORKING ON IT BOTH WHILE YOU'VE BEEN
18 WITH ME AND DURING THE RECESSES LIKE WEEKENDS AND NIGHTS.
19 JUST A SECOND. I HAVE TWO MORE THINGS I HAVE TO BRING OUT.
20 I WILL DO SOME MORE WORK WITH YOU.

21 (A PAUSE IN THE PROCEEDINGS.)

22 THE COURT: OKAY. YOU PROBABLY ALREADY GOT THE
23 IMPRESSION THAT I AM A JUDGE WHO TRIES TO DOCUMENT AND SHOW
24 THE LEGAL PREMISES FOR PROCEDURAL STEPS WE TAKE, AND I INTEND
25 TO DO THAT. I JUST WANT TO TELL YOU WHAT I'M GOING TO DO
26 HERE AND I GUESS I WILL START THIS WAY.

27 I SAID I AM GOING TO BRING OUT TWO THINGS. I
28 BROUGHT OUT ONLY ONE.

1 (A PAUSE IN THE PROCEEDINGS.)

2 THE COURT: THE -- I'M GOING TO CALL YOUR ATTENTION
3 TO SOME CASES THAT HAVEN'T BEEN CITED. I'M GOING TO DEAL
4 WITH THE MERITS OF YOUR CLIENTS'S CASE. SO HERE WE GO.

5 UNDER CALIFORNIA CONSTITUTION ARTICLE VI,
6 SECTION 6 AND GOVERNMENT CODE 68070(B) AND 68603(A), THE
7 CALIFORNIA JUDICIAL COUNCIL HAS CONSTITUTIONALLY GRANTED AND
8 LEGISLATIVELY AFFIRMED POWER TO ADOPT RULES, REPORT
9 ADMINISTRATION PRACTICE AND PROCEDURE THAT ARE CONSISTENT
10 WITH STATUTES. THE CALIFORNIA RULES OF COURT HAVE THE FORCE
11 OF LAW AND BINDING AS PROCEDURAL STATUTES AS LONG AS THEY ARE
12 CONSISTENT WITH LEGISLATIVE ENACTMENTS AND CONSTITUTIONAL
13 GUARANTEES.

14 I WILL CITE YOU THREE CASES WHERE THAT POINT
15 IS MADE. THEY ARE IN RE JUAN -- THAT'S J-U-A-N -- C.,
16 (1993), 20 CALIFORNIA APPELLATE 4TH, 748, PARTICULARLY AT
17 PAGES 752 TO 753; ALICIA T. VERSUS COUNTY OF LOS ANGELES,
18 (1990), 222 CALIFORNIA APPELLATE 3D 869 AT 884, AND OATS
19 VERSUS OATS. OATS IS SPELLED O-A-T-S, (1983) 14 CALIFORNIA
20 APPELLATE 3D 416 AT 420. THIS IS HOW THE OATS VERSUS OATS
21 COURT EXPRESSED THIS VIEW.

22 RULES OF COURT HAVE THE FORCE OF POSITIVE LAW.
23 THEY ARE AS BINDING ON THIS COURT AS PROCEDURAL STATUTES
24 UNLESS THEY TRANSCEND LEGISLATIVE ENACTMENTS OR
25 CONSTITUTIONAL GUARANTEES.

26 SO THE HIERARCHY THEN WOULD BE CONSTITUTION,
27 STATUTES AND CALIFORNIA RULES OF COURT, AND THEN CASE LAW.

28 I SAY THAT BECAUSE THE CASE OF WHITTINGTON

1 VERSUS MCKINNEY -- WHITTINGTON IS SPELLED

2 W-H-I-T-I-N-G-T-O-N, VERSUS MCKINNEY, CAPITAL M, C, CAPITAL
3 K, I-N-N-E-Y, (1991), 234 CALIFORNIA APPELLATE 3D 123 --
4 CRITICIZED THE CONDUCT OF A NOW FORMER JUDGE, I BELIEVE, AT
5 THE ORANGE COUNTY SUPERIOR COURT, WHO ANNOUNCED A DECISION,
6 GAVE A STATEMENT OF DECISION ORALLY AND SAID IF YOU WANTED A
7 WRITTEN STATEMENT OF DECISION, YOU COULD MAKE REFERENCE TO
8 THE COURT TRANSCRIPT. THAT CASE, WHITTINGTON VERSUS MCKINNEY
9 WAS, AS I SAY, DECIDED IN 1991.

10 IN 2010, EFFECTIVE JANUARY 1, 2010, THE
11 CALIFORNIA RULES OF COURT WERE AMENDED WITH RESPECT TO, AMONG
12 OTHER PROVISIONS OF THE CALIFORNIA RULES OF COURT, RULE
13 3.1590 HAVING TO DO WITH ANNOUNCEMENT OF TENTATIVE DECISION
14 AND STATEMENT DECISION AND JUDGMENT.

15 THE (C) SUBSECTION OF RULE 15 -- RULE 3.1590
16 WAS AMENDED BY THE ELIMINATION OF SOME PROVISIONS AND BY
17 BEING INSERTION OF OTHER PROVISIONS. I'M GOING TO REFER TO
18 THE (C) SUBSECTION.

19 IT READS NOW, (READING:)

20 THE COURT IN ITS TENTATIVE DECISION MAY:
21 STATE THAT IT IS THE COURT'S PROPOSED
22 STATEMENT OF DECISION, SUBJECT TO A PARTY'S
23 OBJECTION UNDER SUBSECTION (G);

24 (2) INDICATE THAT THE COURT WILL PREPARE
25 A STATEMENT OF DECISION;

26 (3) ORDER A PARTY TO PREPARE A STATEMENT
27 OF DECISION; OR

28 (4) DIRECT THAT THE TENTATIVE DECISION

1 WILL BECOME THE STATEMENT OF DECISION UNLESS,
2 WITHIN 10 DAYS AFTER ANNOUNCEMENT OR SERVICE
3 OF THE TENTATIVE DECISION, A PARTY SPECIFIES
4 THOSE PRINCIPAL CONTROVERTED ISSUES AS TO
5 WHICH THE PARTY IS REQUESTING A STATEMENT OF
6 DECISION OR MAKES PROPOSALS NOT INCLUDED IN
7 THE TENTATIVE DECISION.

8 NOW, I WILL NOT USE METHOD TWO. THAT'S THE
9 COURT WILL PREPARE A STATEMENT OF DECISION. I WILL USE
10 EITHER (1), (3), OR (4) EITHER SAYING THAT THIS IS A PROPOSED
11 STATEMENT OF DECISION SUBJECT TO OBJECTIONS UNDER SUBSECTION
12 (G), OR ORDER A PARTY TO PREPARE A STATEMENT OF DECISION, OR
13 DIRECT THAT THE TENTATIVE DECISION WILL BECOME THE STATEMENT
14 OF DECISION UNLESS WITHIN TEN DAYS A PARTY SPECIFIES
15 PRINCIPAL CONTROVERTED ISSUES AS TO WHICH THE PARTY IS
16 REQUESTING A STATEMENT OF DECISION OR MAKES PROPOSALS NOT
17 INCLUDED IN THE TENTATIVE DECISION.

18 I WOULD LIKE TO HEAR FROM BOTH SIDES NOW
19 CONCERNING WHICH OF THREE ALTERNATIVES WHICH I PROPOSED THEY
20 PREFER, AND THEN I WILL MAKE THE DECISION CONCERNING THAT
21 THAT IS PROPER. LET'S START WITH THE DEFENSE. DEFENDANT?

22 MR. SABZEVAR: YOUR HONOR, I PREFER THAT THE COURT
23 ISSUES A STATEMENT OF DECISION ITSELF AND NOT LEAVE IT TO THE
24 PARTIES OR TEN DAYS.

25 THE COURT: I TOLD YOU I'M NOT GOING TO PREPARE A
26 STATEMENT OF DECISION. I'M GOING TO USE EITHER METHOD (1),
27 (3), OR (4). (1) IS THIS IS THE PROPOSED STATEMENT OF
28 DECISION SUBJECT TO OBJECTIONS UNDER (D). (3) IS ORDER A

1 PARTY TO PREPARE A STATEMENT OF DECISION; OR (4), DIRECT THAT
2 THE TENTATIVE DECISION WILL BECOME THE STATEMENT OF DECISION
3 UNLESS WITHIN TEN DAYS AFTER ANNOUNCEMENT OR SERVICE OF THE
4 TENTATIVE DECISION, THE PARTY SPECIFIES THOSE PRINCIPAL
5 CONTROVERTED ISSUES AS TO WHICH THE PARTY IS REQUESTING A
6 STATEMENT OF DECISION OR MAKES PROPOSALS NOT INCLUDED IN THE
7 TENTATIVE DECISION.

8 MR. SABZEVAR: DEFENSE PREFERENCE IS NUMBER ONE.

9 THE COURT: STATE THAT THIS IS THE COURT'S
10 STATEMENT OF DECISION SUBJECT TO A PARTY'S OBJECTION UNDER
11 (G)?

12 MR. SABZEVAR: YES, YOUR HONOR.

13 THE COURT: PLAINTIFF?

14 MR. SPIVAK: WE PREFER TO WRITE THE DECISION, YOUR
15 HONOR, ONCE THE COURT HAS MADE ITS POSITION KNOWN.

16 THE COURT: ALL RIGHT.

17 MR. SPIVAK: BY "WE" I MEAN WE BELIEVE IT SHOULD BE
18 PREVAILING PARTY.

19 THE COURT: UH-HUH. I'M GOING TO USE -- I
20 APPRECIATE -- I'M GOING TO USE METHOD (4). THIS TENTATIVE
21 DECISION WILL BECOME THE STATEMENT OF DECISION UNLESS WITHIN
22 TEN DAYS AFTER ANNOUNCEMENT, AND SO FORTH. THAT'S
23 3.1590(C)(4).

24 SO WHAT I'M GOING TO DO NOW IS ANNOUNCE A
25 TENTATIVE WHICH, AS YOU CAN SEE, IS ALSO A CONDITIONAL
26 STATEMENT OF DECISION.

27 THIS CASE CAME BEFORE ME PRESIDING IN THIS
28 DEPARTMENT 41 ON THE 10TH OF APRIL, 2012, FOR TRIAL WITHOUT

1 JURY. DAVID G. SPIVAK, STATE BAR 179684, APPEARED AS
2 ATTORNEY FOR PLAINTIFFS ALINA GHRDILYAN AND EVGENIA
3 SULTANIAN, AND F. MICHAEL SABZEVAR, STATE BAR 172312 APPEARED
4 AS ATTORNEY FOR DEFENDANT, RAMIL ABALKHAD.

5 THE CASE WAS SUBMITTED FOR DECISION TODAY, THE
6 23RD OF APRIL, 2012.

7 IN THIS CASE, TWO PLAINTIFFS CLAIM THAT
8 DEFENDANT ABALKHAD IS LIABLE TO THEM ON VARIOUS
9 EMPLOYMENT-DERIVED THEORIES INCLUDING AND ESPECIALLY FOR
10 PENALTIES AND THAT THEY CAN ENFORCE VARIOUS REMEDIES AGAINST
11 THEM UNDER THE LABOR CODE PRIVATE ATTORNEY GENERAL ACT, WHICH
12 IS AT LABOR CODE 2698, AND FOLLOWING.

13 IN OPEN COURT ON THE 10TH OF APRIL, 2012, THE
14 ATTORNEYS CONFIRMED THAT THE OPERATIVE PLEADINGS ARE THE
15 PLAINTIFFS'S FIRST AMENDED COMPLAINT, ET CETERA, FILED
16 FEBRUARY 24, 2010, AND THE DEFENDANT'S ANSWER TO THEIR FIRST
17 AMENDED COMPLAINT FILED SEPTEMBER 13, 2010. I WILL MAKE A
18 COUPLE OF QUICK COMMENTS ABOUT THOSE TWO DOCUMENTS NOW.

19 THE FULL NAME OF THE PLAINTIFFS'S OPERATIVE
20 PLEADING IS FIRST AMENDED COMPLAINT FOR -- AND THEN THERE ARE
21 NINE THEORIES LISTED: FAILURE TO COMPENSATE EMPLOYEES FOR
22 ALL HOURS WORKED; NUMBER TWO IS FAILURE TO PROVIDE BOTH REST
23 AND MEAL PERIODS; NUMBER THREE IS FORFEITURE OF VESTED
24 VACATION BENEFITS; NUMBER FOUR IS FAILURE TO PROVIDE ACCURATE
25 WRITTEN WAGE STATEMENTS; NUMBER FIVE IS FAILURE TO TIMELY PAY
26 ALL FINAL WAGES; NUMBER SIX IS UNAUTHORIZED DEDUCTIONS;
27 NUMBER SEVEN IS FAILURE TO INDEMNIFY; NUMBER EIGHT IS UNFAIR
28 COMPETITION; AND NUMBER NINE IS CIVIL PENALTIES.

1 THE DEFENDANT'S ANSWER TO THE FIRST AMENDED
2 COMPLAINT WAS ON A JUDICIAL COUNCIL FORM PLEADING.

3 INSOFAR AS IT'S PERTINENT TO THIS PORTION OF
4 MY ANALYSIS, LABOR CODE 2699 READS, (READING:)

5 SUBSECTION (A), NOTWITHSTANDING ANY OTHER
6 PROVISION OF LAW, ANY PROVISION OF THIS CODE
7 THAT PROVIDES FOR A CIVIL PENALTY TO BE
8 ASSESSED AND COLLECTED BY THE LABOR AND
9 WORKFORCE DEVELOPMENT AGENCY OR ANY OF ITS
10 DEPARTMENTS, DIVISIONS, COMMISSIONS, BOARDS,
11 AGENCIES, OR EMPLOYEES FOR A VIOLATION OF THIS
12 CODE MAY, AS AN ALTERNATIVE, BE RECOVERED
13 THROUGH A CIVIL ACTION BROUGHT BY AN AGGRIEVED
14 EMPLOYEE ON BEHALF OF HIMSELF OR HERSELF AND
15 OTHER CURRENT OR FORMER EMPLOYEES PURSUANT TO
16 THE PROCEDURES SPECIFIED IN SECTION 2699.3.

17 THE PLAINTIFFS HAD ORIGINALLY DENOMINATED THIS
18 CASE AS A CLASS ACTION AND THEY CONTINUED THAT DESIGNATION
19 THROUGH VARIOUS OTHER FILINGS, BUT THEY HAVE NEVER OBTAINED
20 AN ORDER CERTIFYING THE CLASS. THEY CLAIM, THOUGH, THAT THEY
21 ARE ENTITLED TO PROCEED ON BEHALF OF OTHERS PURSUANT TO THE
22 CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT AS TO
23 DEFENDANT ABALKHAD.

24 THE PLAINTIFFS HAD TRIED THIS CASE BEFORE ME
25 SOLELY AS TO CAUSE OF ACTION NINE. THEY CONCEDE THAT THIS
26 CASE IS STAYED IN THIS COURT IN PART BECAUSE OF THE FACT THAT
27 DEFENDANT RJ FINANCIAL, INC., ORIGINALLY THE ONLY NAMED
28 DEFENDANT, BUT BY VIRTUE OF THE FIRST AMENDED PLEADING, A

1 CODEFENDANT, THAT CORPORATION IS A DEBTOR IN CHAPTER 11
2 PROCEEDING, WHICH IS STILL PENDING.

3 PURSUANT TO 11 U.S.C. 362, THIS CASE WOULD BE
4 STAYED AS TO THAT PARTY. BUT MR. ABALKHAD HAS NOT BEEN SHOWN
5 TO BE A DEBTOR IN A BANKRUPTCY PROCEEDING AND DURING CLOSING
6 ARGUMENT OF THE 17TH OF APRIL, 2012, MR. SPIVAK CONFIRMED HIS
7 CLIENTS HAVE CLAIMS PENDING IN THE BANKRUPTCY CASE. THAT
8 WILL MEAN THAT THE CASE CAN PROCEED AND HAS PROCEEDED ON THE
9 BASIS PLEADED AGAINST MR. ABALKHAD AS AN INDIVIDUAL.

10 ALTHOUGH BECAUSE OF 11 U.S.C. 362, IT IS STAYED AS TO THE
11 CORPORATION.

12 THE PERSONS WHO GAVE TESTIMONY AT THE TRIAL
13 WERE JOSEPH HARSANY, H-A-R-S-A-N-Y, AN EMPLOYEE OF PAYROLL
14 CHECK WRITING SERVICE USED BY THE DEFENDANTS; BREK OYAMA --
15 BREK IS SPELLED B-R-E-K; AND OYAMA IS O-Y-A-M-A, MR. SPIVAK'S
16 PARALEGAL; RAMIL ABALKHAD, ONE OF THE DEFENDANTS, THE
17 PRESIDENT AND CHIEF EXECUTIVE OFFICER OF DEFENDANT RJ
18 FINANCIAL AND, INDEED, THAT -- APPARENTLY THAT COMPANY'S ONLY
19 OFFICER AND ONLY DIRECTOR. THE FOURTH WITNESS WAS ALINA
20 GHRDILYAN, ONE OF THE PLAINTIFFS, AND THE FIFTH WAS EVGENIA
21 SULTANIAN, ONE OF THE PLAINTIFFS, THE OTHER PLAINTIFF.

22 I'M GOING TO REFER TO THE LABOR CODE PRIVATE
23 ATTORNEY GENERAL ACT IN THE WAY THE ATTORNEYS HAVE -- IT
24 SEEMS TO ME TO BE SERVICEABLE -- AND I'M GOING TO REFER --
25 I'M GOING TO USE THE ACRONYM PAGA, P-A-G-A.

26 PAGA ACTIONS DO NOT HAVE BEEN MAINTAINED AS
27 CLASS ACTIONS. THEY CAN BE, BUT THEY ARE NOT REQUIRED TO BE.
28 THE AUTHORITY ON THAT IS ARIAS VERSUS SUPERIOR COURT, (2009),

1 46 CALIFORNIA 4TH, 969, 981 TO 982.

2 WE WILL GO INTO RECESS NOW. COME BACK AT
3 1:30, PLEASE.

4 (AT 11:58 A.M., A LUNCH RECESS WAS TAKEN.)

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1 (THE FOLLOWING PROCEEDINGS WERE HELD AT 1:47 P.M.)
2 THE COURT: NOW, WE WILL GO BACK TO THE GHRDILYAN
3 AGAINST RJ CASE.

4 OKAY. WHEN WE LEFT, I HAD, I THINK, TALKED
5 ABOUT SOME GENERAL POINTS OF LAW HAVING TO DO WITH PAGA
6 ACTIONS, AND I WILL JUST OVERLAP SLIGHTLY.

7 I WAS SAYING THAT PAGA ACTIONS DO NOT HAVE TO
8 BE HAVE MAINTAINED AS CLASS ACTIONS. THEY CAN BE, BUT ARE
9 NOT REQUIRED TO BE. AND ONE OF AUTHORITIES ON THAT IS ARIAS,
10 A-R-I-A-S, VERSUS SUPERIOR COURT, (2009) 46 CALIFORNIA 4TH
11 969 FROM PAGES 981 TO 982. PAGA IS NOT THE EMPLOYEE'S
12 EXCLUSIVE REMEDY. THEY MAY SEPARATELY OR CONCURRENTLY SEEK
13 OTHER REMEDIES. LABOR CODE 2699(G) AND CALIBER BODY WORKS
14 VERSUS SUPERIOR COURT, (2005) 134 CALIFORNIA APPELLATE 4TH
15 365 AT 375.

16 THE KINDS OF PENALTIES THAT PAGA PLAINTIFFS
17 CAN SEEK TO RECOVER, ASSUMING THAT THE FACTS SUPPORT IT, ARE
18 THOSE FOR FAILURE TO PAY STATUTORILY PRESCRIBED WAGES --
19 THAT'S LABOR CODE 210 -- UNLAWFULLY WITHHELD WAGES -- THAT'S
20 LABOR CODE 225.5 -- OR FOR VIOLATING, FOR EXAMPLE, AN
21 INDUSTRIAL WELFARE COMMISSION ORDER -- THAT'S LABOR CODE 558.
22 AN AGGRIEVED EMPLOYEE -- THAT WOULD MEAN ANYONE EMPLOYED BY
23 THE ALLEGED VIOLATOR AND AGAINST WHOM ONE OR MORE VIOLATIONS
24 WAS COMMITTED -- AND I PICKED UP THAT DEFINITION FROM LABOR
25 CODE 2699(C) AND FROM THE COMMENTS IN AMALGAMATED TRANSIT
26 UNION VERSUS SUPERIOR COURT, (2009) 46 CALIFORNIA 4TH 993 AT
27 1004 TO 1005 -- AN AGGRIEVED EMPLOYEE CAN SUE TO RECOVER
28 CIVIL PENALTIES FOR VIOLATIONS OF THE LABOR CODE ON BEHALF OF

1 HIMSELF, OR HERSELF, AND OTHER CURRENT OR FORMER EMPLOYEES
2 AGAINST WHOM ONE OR MORE OF THE ALLEGED VIOLATIONS WAS
3 COMMITTED. THAT'S LABOR CODE 2699(G)(1).

4 THE ATTORNEYS HAVE FROM TIME TO TIME REFERRED
5 TO WHAT THEY HAVE CALLED THE BRINKER CASE.

6 NOW, WHAT THEY ARE REFERRING TO IS THE CASE
7 ENTITLED BRINKER RESTAURANT CORPORATION VERSUS SUPERIOR
8 COURT, REAL PARTY IN INTEREST, HOHNBAUM H-O-H-N-B-A-U-M. THE
9 VERSION OF THAT THAT I HAVE USED IN MY ANALYSIS AND
10 PREPARATION IS THE VERSION THAT WAS PRINTED AT 2012 DAILY
11 JOURNAL, DAILY APPELLATE REPORT, PAGE 4615, AND FOLLOWING.

12 I HAVE BEEN REQUIRED TO EVALUATE THE TESTIMONY
13 OF THE PARTY WITNESSES IN THIS CASE, THAT IS, MS. GHRDILYAN,
14 MS. SULTANIAN, AND MR. ABALKHAD WITH SOME CAUTION AND
15 RESERVATIONS. THOSE THREE PERSONS IN THEIR CAPACITIES AS
16 WITNESSES ARGUED AND WRANGLLED WITH THE QUESTIONERS DURING
17 TRIAL, AND SOME OF THAT WAS PROVOKED BY THE QUESTIONERS; SOME
18 OF IT WAS NOT. THAT BECOMES AN IMPORTANT FACTOR IN
19 EVALUATING RELATIVE CREDIBILITIES UNDER EVIDENCE CODE 780(A).
20 THOSE THREE PARTIES ALL HAVE AN INTEREST, BIAS, AND OTHER
21 MOTIVE FOR SLANTING THEIR TESTIMONY, OBVIOUSLY, AND THAT
22 BECOMES SIGNIFICANT UNDER EVIDENCE CODE 780(F) AND EVIDENCE
23 CODE 780(J).

24 MR. ABALKHAD HAS SUFFERED FELONY CONVICTIONS
25 ON HIS PLEA OF NOLO CONTENDERE AS TO PERJURY AND TAX EVASION
26 AND DID NOT OWN UP TO THAT COMPLETELY IN DISCOVERY. THAT'S
27 EVIDENCE -- THAT BECOMES PERTINENT UNDER EVIDENCE CODE 780(E)
28 AND EVIDENCE CODE 780(H), AND EVIDENCE CODE 780(I) AND IS

1 COMMENTED ON IN THE CASE OF RUSHEEN, R-U-S-H-E-E-N, VERSUS
2 DREWS, D-R-E-W-S, (2002) 99 CALIFORNIA APPELLATE 4TH 279 AT
3 PAGES 283 TO 284.

4 ASPECTS OF THE TESTIMONY OF THESE WITNESSES,
5 THESE THREE PEOPLE AS WITNESSES, WERE EXAGGERATED AND
6 OVERSTATED. THAT BECOMES PERTINENT UNDER EVIDENCE CODE
7 780(B).

8 FURTHERMORE, EVIDENCE CODE SECTION 412
9 PROVIDES THAT IF WEAKER AND LESS SATISFACTORY EVIDENCE IS
10 OFFERED WHEN IT WAS IN -- WHEN IT WAS WITHIN THE POWER OF THE
11 PARTY TO PRODUCE STRONGER AND MORE SATISFACTORY EVIDENCE, THE
12 EVIDENCE ACTUALLY OFFERED SHOULD BE VIEWED WITH DISTRUST.
13 THIS, OF COURSE, IS A PERMISSIBLE INFERENCE AND NOT A
14 MANDATORY ONE, BUT THIS COURT HAS, AS THE LAW INDICATES,
15 TAKEN THIS INTO CONSIDERATION.

16 BUT ALL THAT HAVING BEEN SAID, THE COURT DOES
17 NOT ACCEPT MR. SABZEVAR'S INVITATION TO REJECT THE ENTIRETY
18 OF THE PLAINTIFFS'S TESTIMONY. INSTEAD, THIS COURT HAS HAD
19 TO ACCEPT THE PART OF THE TESTIMONY OF THE WITNESSES WHICH
20 THIS COURT FOUND -- HAS FOUND TO BELIEVE TRUE AND -- AND WILL
21 REJECT THE REST. THIS IS PRECISELY WHAT THE COURT -- PARDON
22 ME -- IS AUTHORIZED TO DO OR ANY FINDER OF FACT WOULD BE
23 AUTHORIZED TO DO. ONE MODEL FOR THAT IS CACI INSTRUCTION
24 107, FOURTH PARAGRAPH.

25 THE DATES INVOLVED IN THIS CASE -- AND THE
26 DATES BECOME SIGNIFICANT -- ARE AS FOLLOWS. MS. SULTANIAN
27 WAS HIRED ON -- IN NOVEMBER, 2007, AND WAS FIRED ON NOVEMBER
28 19, 2009. MS. GHRDILYAN WAS HIRED IN AUGUST, 2008, AND WAS

1 FIRED ON DECEMBER 3, 2009. ONE OF THE QUESTIONS WHICH I HAVE
2 BEEN CALLED UPON TO ANSWER IS WHETHER MR. ABALKHAD AS AN
3 INDIVIDUAL WAS AN EMPLOYER OF PLAINTIFFS AND -- UNDER WAGE
4 ORDER 7. I FIND THAT HE WAS NOT. BUT I FIND THAT THE
5 THEORIES OF LIABILITY UNDER -- I SHOULD BACK OFF. BUT I FIND
6 THAT THE OTHER BASES FOR ASSERTING LIABILITY ON THE PART OF
7 MR. ABALKHAD DO HAVE MERIT, AND LIABILITY DOES ATTACH TO HIM
8 UNDER THOSE THEORIES.

9 THE THEORIES I'M REFERRING TO ARE LABOR CODE
10 558 TO WHICH LABOR CODE 510 AND 512 ARE APPENDED OR INCLUDED
11 SUBSTANTIVE PROVISIONS AND LABOR CODE 1197.1 TO WHICH THE
12 SUBSTANTIVE PROVISIONS OF LABOR CODE 1198 AND THE WAGE ORDER
13 ARE ASSOCIATED THEORIES OF LIABILITY.

14 IN OTHER WORDS, I AM FINDING THAT UNDER 558
15 LABOR CODE AND 1197.1 LABOR CODE FOR THE SUBSTANTIVE REASONS
16 REFERRED TO IN THE OTHER TWO SOURCES AS TO EACH OF THOSE
17 SECTIONS, THAT IS 510 AND 512 LABOR CODE, AND 1193 AND WAGE
18 ORDER, LIABILITY CAN ATTACH TO MR. ABALKHAD AND UNDER THE
19 CIRCUMSTANCES OF THIS CASE, WILL ATTACH.

20 I'M GOING TO MAKE A FINDING ON THAT, AS YOU
21 WILL SEE, IN FAVOR OF -- PARDON ME -- OF THE PLAINTIFFS'S
22 POSITION.

23 NOW, I SAY IN FAVOR OF THE PLAINTIFFS'S
24 POSITION BECAUSE THAT MEANS NOT JUST IN FAVOR OF THE
25 PLAINTIFFS BUT SINCE WE HAVE A PAGA ACTION, I AM REFERRING TO
26 THE PLAINTIFFS'S POSITION.

27 NOW -- PARDON ME. I WILL SAY THIS.

28 AS YOU CAN TELL, I AM AT SOME PAINS TO GO

1 THROUGH THE LEGAL REASONING AND STEPS PREPARATORY TO REACHING
2 A DECISION IN THIS CASE WITH SOME CARE BECAUSE IT MAY VERY
3 WELL BE THAT THIS CASE WILL REACH ITS WAY INTO THE APPELLATE
4 COURTS AND THAT IT IS ALSO POSSIBLE THAT THE APPELLATE COURTS
5 MAY DECIDE THIS CASE IN A PUBLISHED OPINION, AND I WILL SAY
6 THAT THE DETERMINATION I HAVE MADE ABOUT ABALKHAD AS AN
7 EMPLOYER -- I SAID THAT HE'S NOT -- OR ABALKHAD AS A
8 POTENTIALLY LIABLE PARTY UNDER LIABILITY-ENHANCING STATUTES
9 OTHER THAN LABOR CODE 558 AND LABOR CODE 1197.1, THAT IS, THE
10 ABALKHAD-FAVORING DETERMINATIONS I HAVE MADE ON THOSE POINTS,
11 ARE NOT BEYOND REASONABLE ARGUMENT.

12 MY DECISION IS, AS I HAVE EXPRESSED IT, AND I
13 BELIEVE THAT I AM CORRECT -- BUT I -- BUT I DO RECOGNIZE THAT
14 THERE ARE ARGUMENTS THAT CAN BE MADE -- AND THEY HAVE BEEN
15 MADE HERE IN THIS COURTROOM -- ON THOSE POINTS.

16 I HAVE COMPARED THE EMPLOYEE HANDBOOKS,
17 EXHIBIT 3 AND EXHIBIT D. IT APPEARS TO ME THAT EXHIBIT D
18 FROM THE EVIDENCE IN THIS CASE WAS NOT SUPPLIED BY ABALKHAD
19 DURING THE DISCOVERY PHASE OF THIS CASE. THE PARTICULAR
20 PROVISIONS THAT I AM DEALING WITH ARE THOSE HAVING TO DO WITH
21 OVERTIME AND LUNCH AND EXHIBIT 3 IS COMMENTED ON BY THE
22 PLAINTIFFS AS BEING DEFICIENT BECAUSE THEY SAY THAT A LUNCH
23 PERIOD MUST BE PROVIDED AFTER FIVE HOURS OF WORK, NOT SIX
24 HOURS OF WORK, AND THE PLAINTIFFS'S POSITION IS THAT THAT WAS
25 THE ONLY PERTINENT EMPLOYEE HANDBOOK.

26 I THINK THE PLAINTIFFS ARE RIGHT AS TO BOTH
27 THOSE CONTENTIONS. EXHIBIT 3 BEARS THE DATE OF JANUARY,
28 2003. PLAINTIFFS ADMIT THAT THIS IS THE CORRECT DATE. THAT

1 IS, IT SEEMS TO ME, THE OPERATIVE EMPLOYEE HANDBOOK. EXHIBIT
2 D WHICH HAS DIFFERENT PROVISIONS IN IT CONCERNING THE SAME
3 TOPICS WAS, IN MY VIEW, FIRST NOT PRODUCED DURING DISCOVERY;
4 SECOND, A WRITING THAT CAME INTO EXISTENCE IN AUGUST, 2010,
5 SUBSTANTIAL PERIOD OF TIME AFTER THE PLAINTIFFS HAD ALREADY
6 HAD THEIR EMPLOYMENT TERMINATED AND INDEED AUGUST, 2010, IS
7 EVEN AFTER THE PRESENT SUIT WAS FILED. THIS CAN BE SEEN FROM
8 EXHIBIT D PAGE 17, SECOND FULL PARAGRAPH.

9 AS I HAVE SAID, THIS SUIT WAS FILED ON THE
10 28TH OF JANUARY, 2010.

11 ONE OF THE COMPLICATING FACTORS IN THIS
12 CASE -- AND THE LAWYERS HAVE RECOGNIZED IT, AND IT'S OBVIOUS
13 TO ANYONE WITH ANY LEGAL EXPERIENCE -- IS THAT ALTHOUGH THE
14 LAWSUIT ORIGINALLY NAMED RJ FINANCIAL, INC., THAT DEFENDANT
15 IS A DEBTOR IN A CHAPTER 11 BANKRUPTCY. AS I HAVE SAID, THE
16 CASE IS OBVIOUSLY STAYED AS TO THAT PARTY, BUT THE PLAINTIFFS
17 HAVE HAD TO REORGANIZE THEIR CASE TO PRESS IT AGAINST
18 MR. ABALKHAD WHO IS NOT IN BANKRUPTCY AND IT SEEMS TO ME THEY
19 HAVE DONE SO SUCCESSFULLY.

20 THERE IS NO SERIOUS QUESTION BETWEEN THE SIDES
21 CONCERNING THE FOLLOWING PROPOSITIONS OF LAW. AN EMPLOYEE IS
22 ENTITLED TO OVERTIME COMPENSATION FOR WORK IN EXCESS OF EIGHT
23 HOURS IN ONE WORKDAY, FOR WORKING IN EXCESS OF 40 HOURS IN
24 ONE WORKWEEK, AND FOR WORK ON THE SEVENTH DAY IN ONE WORK
25 WEEK. THE OVERTIME COMPENSATION DIFFERS, BUT THOSE ARE
26 OVERTIME ITEMS.

27 IT IS ALSO TRUE -- BY THE WAY, THIS IS
28 PROVIDED FOR UNDER LABOR CODE 510(A). IT'S ALSO TRUE THAT

1 EXECUTIVE, ADMINISTRATIVE, AND PROFESSIONAL EMPLOYEES WHO ARE
2 SPECIFICALLY EXEMPTED BY THE CALIFORNIA INDUSTRIAL WELFARE
3 AND COMMISSION ARE EXEMPT FROM THE HOURS WORKED AND DAYS
4 WORKED PER WEEK LIMITATIONS AS PROVIDED FOR IN LABOR CODE 515
5 BUT -- PARDON ME -- THE PLAINTIFFS IN THIS CASE DO NOT FALL
6 INTO THAT EXEMPTED CATEGORY AND INDEED THE DEFENDANT DOES NOT
7 CLAIM THAT THEY DO.

8 FOR THE REASONS THAT I HAVE MENTIONED EARLIER
9 ABOUT THE RESERVATIONS WITH WHICH THE TESTIMONY OF THE
10 WITNESSES HAVE TO BE INTERPRETED WITH, I DO NOT ATTEMPT TO
11 SUMMARIZE ALL THE TESTIMONY OF ALL THE WITNESSES.

12 IT IS ALSO TRUE THAT SUCCESSFUL EMPLOYEE
13 PLAINTIFFS WHO ARE AWARDED UNPAID OVERTIME ARE ENTITLED TO
14 INTEREST ACCRUING FROM THE DATE ON WHICH THE RIGHT TO RECOVER
15 THEIR OVERTIME VESTS. THIS WOULD BE ON THE MODEL INDICATED
16 IN CIVIL CODE 3287(A) COMPUTED TO THE DATE OF ENTRY OF
17 JUDGMENT. THIS IS LABOR CODE 1194(A), AND IT'S ALSO
18 DISCUSSED IN ESPINOSA VERSUS CLASSIC PIZZA, WHICH IS A CASE
19 THAT APPEARS IN 114 CALIFORNIA APPELLATE 4TH. THE PARTICULAR
20 PASSAGE THAT I'M MAKING REFERENCE TO IS AT PAGE 975.

21 THE TERM "WILLFUL" UNDER THE LABOR CODE --
22 THIS APPEARS IN LABOR CODE 203 -- IT MEANS ONLY THAT AN
23 EMPLOYER INTENTIONALLY FAILED OR REFUSED TO PERFORM AN ACT
24 THAT WAS REQUIRED TO BE DONE. THAT POINT IS MADE IN BARNHILL
25 VERSUS ROBERT SAUNDERS & COMPANY, (1981) 125 CALIFORNIA
26 APPELLATE 3D 1 AT PAGES 7 AND 8.

27 OBVIOUSLY, IN THE CURRENT CASE, UNLIKE THE
28 SITUATION IN BARNHILL, THERE'S NO EVIDENCE OF OFFSET. I'M

1 CITING BARNHILL JUST FOR THE PURPOSE OF THE DEFINITION OF THE
2 WORD "WILLFUL."

3 I WILL MAKE A COUPLE OF OTHER POINTS.

4 I RECOGNIZE THE INTENSITY WITH WHICH THE
5 DEFENSE HAS MAINTAINED THAT THIS IS A CASE DRIVEN BY
6 ATTORNEYS AND ATTORNEY'S FEES ON THE PLAINTIFFS'S SIDE. FOR
7 THE REASONS THAT I HAVE MENTIONED PREVIOUSLY, THAT IS, THAT
8 ONE OF THE PURPOSES OF PAGA IS PRECISELY TO INCENTIVIZE
9 ATTORNEYS TO -- TO FILE AND TO PROSECUTE SUCH CASES -- THAT
10 ARGUMENT EXISTS AND IT DOES HAVE A CERTAIN AMOUNT OF
11 OCCURRENCE, BUT I DO NOT REGARD IT AS BEING A STRONG
12 ARGUMENT. IT IS THE PURPOSE OF THE LAW PRECISELY TO PROVIDE
13 AN INCENTIVE FOR ATTORNEYS WHO MIGHT OTHERWISE BE UNABLE TO
14 HANDLE CASES OF THIS TYPE TO BE ABLE TO HANDLE CASES OF THIS
15 TYPE.

16 I WILL SAY THAT APPLICATIONS FOR ATTORNEYS'S
17 FEES, IF ANYBODY CLAIMS ENTITLEMENT TO ANY, CAN BE MADE BY
18 POST-JUDGMENT MOTION FOR ALLOWANCE OF ATTORNEY'S FEES AS
19 PARTS OF COSTS UNDER CIVIL CODE 1717(A), IF THAT'S WHAT
20 APPLIES, OR UNDER THE CORRESPONDING STATUTE IN THE LABOR
21 CODE. AND THE METHOD OF MAKING A POST-JUDGMENT MOTION FOR
22 ALLOWANCE IS REFERRED TO IN SUCH CASES AS ALLSTATE INSURANCE
23 VERSUS LEW, (1996) 46 CALIFORNIA APPELLATE 4TH 174 -- 1794 AT
24 1797, AND BANKES VERSUS LUCAS -- BANKES IS SPELLED
25 B-A-N-K-E-S, VERSUS LUCAS -- (1992) 9 CALIFORNIA --
26 9 CALIFORNIA APPELLATE 4TH, 365 AT 370.

27 I CITE THOSE TWO CASES NOT FOR THE PROPOSITION
28 THAT THEY APPLY IN LABOR CASES OR THAT THEY ARE DISPOSITIVE

1 ON THE ISSUE OF THE AMOUNT OF LEGAL FEES BUT JUST TO SHOW
2 THAT THAT IS AN APPROPRIATE TIME TO MAKE APPLICATIONS FOR
3 FEES.

4 IN THE PREMISES OF THIS CASE, THOUGH, FOR
5 REASONS THAT I WILL EXPLAIN IN JUST A SECOND, THE APPLICATION
6 FOR ATTORNEY'S FEES, IF THERE IS GOING TO BE ONE ON THE PART
7 OF THE PLAINTIFFS'S ATTORNEY, SHOULD BE, IT SEEMS TO ME, MADE
8 AFTER DISTRIBUTION OF ALL THE FUNDS THAT WILL BE DISTRIBUTED
9 UNDER MY AWARD WHICH I'M GOING TO MAKE UNDER PAGA SO THAT WE
10 DON'T HAVE THE SITUATION WHERE THE ATTORNEY IS PAID,
11 PLAINTIFFS'S ATTORNEY IS PAID FIRST OR SEEKS PAYMENT FIRST
12 WITHOUT ALSO DOING ALL THE, IT SEEMS TO ME, RATHER LABORIOUS
13 WORK THAT'S GOING TO BE REQUIRED UNDER PAGA, AND IT'S 25
14 PERCENT, 75 PERCENT SHARING ARRANGEMENT WITH THE PLAINTIFFS
15 TO GET 25 PERCENT AND WITH THE STATE OF CALIFORNIA TO GET THE
16 75 PERCENT.

17 SO I'M GOING TO TREAT THAT ASPECT OF THIS CASE
18 AS CALLING FOR ATTORNEY FEE MOTIONS, IF ANY ARE TO BE MADE,
19 AT A TIME AFTER THAT STEP OF CONCURSUS OF CLAIMS AND
20 DISTRIBUTION OF FUNDS HAS EITHER BEEN COMPLETELY FINISHED OR
21 HAS BEEN FINISHED WITH THE EXCEPTION OF A FEW SMALL
22 MINISTERIAL ACTS.

23 PARDON ME.

24 WITH RESPECT TO THE -- TO THE REMEDIES, IT
25 SEEMS TO ME THAT THE EVIDENCE STRONGLY SUPPORTS THE
26 PLAINTIFFS'S ARGUMENTS AS TO WHAT I WILL CALL THE 558-510-512
27 THEORY AND THE 1197.1-1198-WORK ORDER THEORY.

28 I THINK THAT THE EVIDENCE ESTABLISHES

1 VIOLATIONS OF THOSE SUBSTANTIVE PROVISIONS AND THAT THE
2 EVIDENCE ESTABLISHES A RIGHT TO RECOVER ON BEHALF OF THE
3 PAGA-AGGRIEVED EMPLOYEES AND ON BEHALF OF THE PLAINTIFFS BUT
4 IN AMOUNTS THAT ARE DIFFERENT FROM THOSE -- THE THEORIES ARE
5 THOSE ADVOCATED BY MR. SPIVAK AND HIS CLIENTS. THE AMOUNTS
6 ARE AMOUNTS THAT I AM GOING TO ALTER, THOUGH, AS WILL BE
7 CLEAR.

8 WITH RESPECT TO THE GHRDILYAN 558-510-512
9 LABOR CODE RECOVERY, I AM GOING TO AWARD \$7,654.60 -- THAT'S
10 EXACTLY AS CALCULATED BY MR. SPIVAK AND THOSE ARE -- THAT'S
11 IN FAVOR OF MS. GHRDILYAN AND AGAINST MR. ABALKHAD.

12 WITH RESPECT TO THE 1197.1 THEORY, WITH 1198
13 AND WORK ORDER BEING THE SUBSTANTIVE BASES, I AGREE WITH
14 MR. SPIVAK THAT MS. GHRDILYAN'S RECOVERY SHOULD BE \$14,218
15 AND THAT COMES OUT TO A TOTAL OF 21,872.60 FOR GHRDILYAN.

16 WITH RESPECT TO SULTANIAN, MY DETERMINATION IS
17 THAT REGARDING THE LABOR CODE 558-510-512 THEORY,
18 MS. SULTANIAN IS ENTITLED TO RECOVERY AGAINST MR. ABALKHAD OF
19 \$5,264.19, AND WITH RESPECT TO HER THEORY UNDER 1197.1 LABOR
20 CODE, MS. SULTANIAN IS ENTITLED TO RECOVER AGAINST
21 MR. ABALKHAD \$13,936.50. TOTAL IS \$19,200.69, AND THAT'S THE
22 AMOUNT THAT SULTANIAN IS ENTITLED TO RECOVER ON HER ACCOUNT
23 AGAINST MR. ABALKHAD.

24 THIS NOW BRINGS US TO THE AWARD IN FAVOR OF
25 THE SO-CALLED AGGRIEVED EMPLOYEES.

26 MY DETERMINATION IS THAT THE AGGRIEVED
27 EMPLOYEES'S CLAIMS ARE VALID AND MERITORIOUS CLAIMS; THAT
28 THEY CAN BE AND HAVE BEEN VALIDLY ASSERTED BY, PROSECUTED BY

1 THE TWO PLAINTIFFS IN OUR CASE.

2 I AM GOING, HOWEVER, NOT TO ACCEPT THE DOLLAR
3 FIGURES IN THE ULTIMATE SENSE THAT MR. SPIVAK AND HIS CLIENTS
4 HAVE ADVOCATED. IN DOING THIS, I AM GOING TO SPECIFICALLY
5 EXERCISE MY POWERS, WHICH IT SEEMS TO ME ARE IN THE NATURE OF
6 JUDICIAL DISCRETION, TO REDUCE THE AMOUNT OF RECOVERY FROM
7 THE AMOUNTS ADVOCATED BY MR. SPIVAK AND HIS CLIENTS.

8 WITH RESPECT TO THE LABOR CODE 558, 510, AND
9 512 THEORIES, AS TO THE AGGRIEVED EMPLOYEES, MY DETERMINATION
10 IS THAT THE AMOUNT WHICH MR. ABALKHAD MUST PAY IS NOT THE
11 \$2,164,278 AMOUNT THAT MR. SPIVAK ARGUED FOR BUT RATHER
12 \$125,000.

13 WITH RESPECT TO THE 1197.1-1198-WAGE-ORDER
14 CLAIM, MY DETERMINATION IS THAT THE AMOUNT THAT MR. ABALKHAD
15 WILL BE REQUIRED TO PAY IS NOT \$3,269,490, WHICH WAS THE
16 AMOUNT ADVOCATED BY MR. SPIVAK ON BEHALF OF HIS CLIENTS BUT
17 RATHER \$200,000.

18 NOW, THAT COMES OUT TO A TOTAL THEN OF
19 \$325,000.

20 NOW, IN DOING THIS, I HAVE EXERCISED MY
21 DISCRETION TAKING INTO CONSIDERATION THE FOLLOWING POINTS. I
22 AGREE WITH MR. SPIVAK'S CHARACTERIZATION OF MR. ABALKHAD AS A
23 PERSON WHO WAS INADEQUATELY OBSERVANT OF CALIFORNIA LAW.
24 MR. SPIVAK REFERS TO HIM AS A "SCOFFLAW." THAT'S A
25 JOURNALISTIC RATHER THAN A -- A LEGAL TERM. BUT I THINK HE
26 DID HAVE THE INTENTION SIMPLY OF TRYING TO RUN THINGS THROUGH
27 AND GET OFF AS CHEAPLY AS HE COULD WHILE HE WAS RUNNING HIS
28 BUSINESSES.

1 BUT I ALSO FIND THAT ONE OF THE PROBLEMS IN
2 THE OPERATION OF HIS BUSINESS WAS THAT HE GOT IN WAY OVER HIS
3 HEAD. HE SIMPLY EXPANDED BEYOND HIS OR HIS CORPORATION'S
4 CAPACITY PROPERLY TO RUN THESE BUSINESSES. HE RAN THEM AS
5 THOUGH HE WERE RUNNING A KIND OF SMALL OPERATIONS OUT OF HIS
6 HIP POCKET, AND I RECOGNIZE THAT THAT IS NOT A PRAISEWORTHY
7 BEHAVIOR, BUT IT SEEMS TO ME THAT IT IS NOT BEHAVIOR OF A
8 HIGHLY BLAMEWORTHY SENSE AND THAT IT IS BEHAVIOR WHICH MERITS
9 A REDUCTION OR SOFTENING OF THE PENALTIES.

10 NOW, I WILL ALSO SAY THE FOLLOWING. IF ON
11 APPEAL, THE APPELLATE COURT DETERMINES THAT I AM MISTAKEN
12 CONCERNING THE POTENTIAL OTHER THEORIES OF LIABILITY ASSERTED
13 BY MR. SPIVAK AND HIS CLIENTS AGAINST MR. ABALKHAD, I WILL
14 TELL YOU WHAT I WOULD HAVE AWARDED ON THOSE THEORIES SO THAT
15 IT MAY BE THAT THE APPELLATE COURT CAN SIMPLY TAKE WHAT I
16 HAVE SAID HERE AND RATHER THAN MAKING A DISPOSITION WHICH
17 REMANDS THE CASE FOR FURTHER CALCULATION OF DAMAGES, THE
18 APPELLATE COURT CAN SIMPLY INSERT THE MONETARY REMEDY THAT I
19 WOULD HAVE INSERTED MYSELF HAD I NOT BEEN PERSUADED THAT
20 MR. ABALKHAD WAS NOT LIABLE EXCEPT UNDER THE THEORIES THAT I
21 HAVE MADE REFERENCE TO.

22 HAD THAT BEEN DONE, I WOULD HAVE AWARDED AN
23 ADDITIONAL \$200,000 AS TO THE AGGRIEVED EMPLOYEES.

24 NOW, I WILL SAY THAT THESE AMOUNTS ARE, I
25 RECOGNIZE, EXTREMELY LENIENT AND PERMISSIVE TO MR. ABALKHAD.
26 IN OTHER WORDS, THIS IS NOT A CASE WHERE THE COURT HAS TRIED
27 TO SOCK IT TO HIM. IT IS, RATHER, A CASE IN WHICH I HAVE
28 TREATED IT AS A SERIES OF OFFENSES BUT ONE AS TO WHICH

1 MR. ABALKHAD SHOULD BE GIVEN AT LEAST SOME LENIENCY IN THE
2 FASHIONING OF A REMEDY. I THINK THAT'S IT. LET ME ASK THE
3 LAWYERS.

4 FIRST OF ALL, PLAINTIFFS'S LAWYER. ARE THERE
5 OTHER MATTERS AS TO WHICH YOUR CLIENTS CONTEND I SHOULD MAKE
6 A STATEMENT OF SOME KIND OR A FINDING OF SOME KIND?

7 MR. SPIVAK: WAS THERE SOME FINDING AS TO THE
8 ADDITIONAL \$200,000 WITH RESPECT TO THE INDIVIDUAL
9 PLAINTIFFS, YOUR HONOR?

10 YOU SPOKE TO THE OTHER CLAIMS WHICH PERHAPS
11 WOULD AFFECT THE APPELLATE COURT SHOULD IT SEND BACK FOR
12 CALCULATION.

13 THE COURT: YEAH.

14 MR. SPIVAK: I KNOW YOU GAVE AN AGGRIEVED EMPLOYEE
15 NUMBER BUT NOT FOR THE TWO PLAINTIFFS.

16 THE COURT: SHOW ME -- JUST A SECOND. COULD YOU,
17 PLEASE, TURN BACK TO -- OH, I GUESS I OUGHT TO SAY THAT. LET
18 ME DO THAT NOW.

19 THE PLAINTIFFS CONTEND THAT THERE WERE THESE
20 WRONGS AS TO BOTH THEMSELVES AND AS TO THE AGGRIEVED
21 EMPLOYEES, AND I WILL JUST REFER TO THEM IN SHORT, COMPRESSED
22 TERMS. AND ESSENTIALLY IT BOILS DOWN TO I THINK NINE
23 THEORIES AND I WILL ENUMERATE THEM NOW: OVERTIME, REST AND
24 MEAL PERIODS, WAGE STATEMENT, IN OTHER WORDS, LABOR CODE 226,
25 UNPAID TRAVEL EXPENSES AND MILEAGE -- THAT'S FOUR --
26 OFF-THE-CLOCK WORK, UNTIMELY PAYMENT OF WAGES, VACATION PAY
27 AT TERMINATION, AND FAILURE FAIRLY TO ADVISE THE EMPLOYEES OF
28 CHANGE IN THE COMMISSION STRUCTURE SO THAT WHAT HAPPENED WAS

1 THAT THEY WERE MADE TO DO WORK WITHOUT KNOWING -- WITHOUT, AS
2 IT TURNED OUT, WHAT THE ULTIMATE PAYMENT FOR IT WAS GOING TO
3 BE.

4 EACH OF THOSE CONTENTIONS -- EACH OF THOSE
5 THEORIES IS A THEORY THAT WOULD BE DECIDED IN FAVOR OF THE
6 PLAINTIFFS AND AGAINST THE -- AND AGAINST THE DEFENDANT
7 ABALKHAD EXCEPT FOR MY DETERMINATION THAT HE INDIVIDUALLY IS
8 NOT LIABLE. BUT IF HE IS LIABLE, THAT IS, IF THE APPELLATE
9 COURT DECIDES THAT I HAVE MADE AN ERROR REGARDING EXCESSIVELY
10 NARROW INTERPRETATION OF THE LABOR CODE PROVISIONS, I WOULD
11 AWARD EACH OF THE PLAINTIFFS AS PENALTIES \$60,000 EACH; 60
12 PLUS 60 IS 120.

13 NOW, I WILL SAY, AGAIN, I RECOGNIZE THAT THIS
14 IS WAY BELOW THE PLAINTIFFS'S TARGET NUMBER, BUT IT IS A
15 NUMBER THAT I THINK IS APPROPRIATE.

16 NOW, I WANT TO SAY SOMETHING ELSE ABOUT THIS,
17 AND THIS IS A COMPLICATION CREATED BY FACTORS THAT I HAD
18 REFERRED TO PREVIOUSLY. THIS IS THE BANKRUPTCY OF THE
19 CORPORATION.

20 WHAT I AM SAYING CONCERNING THESE OTHER
21 PENALTIES AND OTHER AMOUNTS, THAT IS, AMOUNTS I AM NOT
22 ACTUALLY AWARDING ARE FOR THE BENEFIT OF THE APPELLATE COURT
23 IN ASSISTING IT TO FRAME A DISPOSITIONAL ORDER IF THE CASE IS
24 SENT BACK TO THE SUPERIOR COURT UPON A REVERSAL IN PART OR IN
25 WHOLE.

26 I WANT TO PUT THESE PEOPLE IN A POSITION SO
27 THEY WILL HAVE A REMEDY ON BOTH SIDES WITHOUT THE NECESSITY
28 OF THE SUPERIOR COURT HAVING TO REVISIT THIS AND BY THE

1 SUPERIOR COURT TELLING THE APPELLATE COURT WHAT THE SUPERIOR
2 COURT WOULD HAVE DONE HAD THE SUPERIOR COURT'S REASONING NOT
3 FORECLOSED IT.

4 I AM EXTREMELY CONCERNED TO STATE THIS IN THAT
5 WAY SO THAT THE BANKRUPTCY PROCEEDINGS ARE NOT IN SOME WAY
6 SPOILED OR IMPROPERLY AFFECTED BY THE WORK DONE HERE IN THE
7 -- IN THE TRIAL COURT. AND I AM TRYING TO SUPPLY ALL OF THE
8 INFORMATION THAT I CAN WHILE STILL BEING TRUE TO AND
9 OBSERVANT OF THE NECESSITY FOR TRYING TO ACHIEVE AS MUCH
10 FINALITY AS I CAN WHILE STILL ASSISTING IN THE LITIGATION
11 PROCESS AS MUCH AS THIS COURT CAN.

12 NOW, I HAVE PREVIOUSLY DISCUSSED AND I WILL
13 MAKE A PART OF MY STATEMENT OF DECISION HERE THE SET OF DATES
14 THAT PIVOT AROUND THE APPEAL. AS I HAVE SAID PREVIOUSLY, THE
15 CASE THAT I HAVE BEEN TRYING, THIS CASE, WAS FILED ON THE
16 26TH OF JANUARY, 2010. THE DEFENDANT WAS AT THAT TIME ONLY
17 RJ FINANCIAL, AND THE CASE WAS DENOMINATED A CLASS ACTION. A
18 LITTLE LESS THAN MONTH AFTER THAT, ON THE 24TH OF FEBRUARY,
19 2010, THE PLAINTIFFS FILED A FIRST AMENDED COMPLAINT. THEY
20 ADDED MR. ABALKHAD AS A NAMED DEFENDANT. THEY CONTINUED WITH
21 THE DESIGNATION OF THIS CASE AS A CLASS ACTION.

22 ON THE 8TH OF MARCH, 2010, THE PLAINTIFFS
23 FILED A 170.6 AS TO JUDGE WILLIAM FAHEY OF THIS COURT.

24 ON THE 22ND OF MARCH, 2010, THE LAWYER WHO THE
25 TESTIMONY HAS IDENTIFIED AS MR. SANFORD FREY, F-R-E-Y -- THAT
26 NAME ALSO APPEARS ON THE DOCUMENT I'M GOING TO DESCRIBE --
27 FILED A NOTICE OF STAY AS TO THE CORPORATE DEFENDANT,
28 REFERRING TO THE CHAPTER 11 BANKRUPTCY. THAT BANKRUPTCY

1 PETITION APPEARS TO HAVE BEEN FILED ON THE 7TH OF JANUARY,
2 2010, THAT IS, BEFORE THE CASE WAS EVER FILED.

3 THAT ACCOUNTS FOR THE MODIFICATION OF THE NAME
4 OF THE PARTIES TO INCLUDE ABALKHAD AS AN INDIVIDUAL. I THINK
5 IT IS THAT OBVIOUS THAT -- BUT I WANT TO MAKE IT VERY, VERY
6 CLEAR THAT THIS IS NOT ONLY OBVIOUS, BUT IT IS A FACT THAT --
7 THIS CASE IS STAYED AS TO THE RJ FINANCIAL CORPORATION UNDER
8 THE STATUTORY CITATION I HAVE GIVEN, 11 U.S.C. 362.

9 MR. ABALKHAD'S DEFAULT WAS TAKEN IN THIS CASE
10 AND IN AUGUST OF 2010, HE MOVED TO SET ASIDE THE DEFAULT. IN
11 THAT SET OF PAPERS, THERE WAS THE CLAIM MADE THAT PLAINTIFFS
12 ADDED ABALKHAD ON THE 26TH OF MARCH, 2010. AS I HAVE
13 INDICATED, THAT WAS NOT TRUE. IT WAS ON THE 26TH -- 24TH OF
14 FEBRUARY, 2010, BUT THAT WAS NOT A SIGNIFICANT INACCURACY
15 BECAUSE IN THE COURT'S VIEW, ABALKHAD WAS ENTITLED TO HAVE
16 THE DEFAULT SET ASIDE.

17 NOW IS THERE ANYTHING THAT I AM SUPPOSED TO
18 SAY?

19 MR. SPIVAK: I DON'T THINK SO, YOUR HONOR.

20 THE COURT: OKAY. HOW ABOUT YOU, MR. SABZEVAR?

21 MR. SABZEVAR: NO, YOUR HONOR.

22 THE COURT: ALL RIGHT. HERE'S WHAT I'M GOING TO DO
23 THEN.

24 I'M GOING TO SET A HEARING OUT IN THE FUTURE.
25 FIRST OF ALL, THE STATEMENT OF DECISION IS SUFFICIENT IF IT
26 STATES ALL THE FACTS. IT NEED NOT STATE EVIDENTIARY FACTS.
27 I THINK THE STATEMENT OF DECISION I HAVE MADE DOES THAT.

28 SECONDLY, I'M GOING TO ORDER THE PLAINTIFFS

1 THROUGH COUNSEL TO PREPARE, SERVE, OBTAIN APPROVAL AS TO FORM
2 FROM DEFENDANT ABALKHAD. THIS MAY REQUIRE A MEET AND CONFER
3 AND COURT EXPECTS COUNSEL TO BE ATTENTIVE AND COOPERATIVE IN
4 THIS REGARD. SO SUBMIT THAT TO DEFENSE COUNSEL AND LODGE
5 WITH THE COURT A JUDGMENT SUITABLE FOR COURT'S SIGNATURE IN
6 CONFORMITY WITH THE FOREGOING.

7 I AM GOING TO ORDER ALSO THAT THE PARTIES
8 AND/OR COUNSEL PICK UP ALL EXHIBITS LODGED WITH THE CLERK AND
9 ALL EXHIBITS MARKED AND/OR RECEIVED IN EVIDENCE, EACH SIDE TO
10 PICK UP THE ITEM PROFFERED BY THAT SIDE FOR RECEIPT INTO
11 EVIDENCE WITHIN FIVE DAYS FROM THE COURT'S SIGNING OF THE
12 JUDGMENT.

13 NOW, TODAY IS THE 23RD OF APRIL, 2010 -- 2012,
14 I SHOULD SAY. I WANT TO HAVE A HEARING AT WHICH THE JUDGMENT
15 IS PRESENTED TO ME FOR SIGNATURE AND I WANT TO DO THESE
16 THINGS AT THAT HEARING. I WANT TO SETTLE THE FORM AND
17 SUBSTANCE OF THE DECISION -- OF THE JUDGMENT. IF THERE'S ANY
18 OTHER WORK THAT NEEDS TO BE DONE, I WANT TO DO THAT AT THIS
19 HEARING. I WANT TO DETERMINE WHAT, IF ANYTHING, REMAINS TO
20 BE DONE REGARDING FUTURE PROCEEDINGS IN THIS CASE, AND I WANT
21 TO DETERMINE WHAT THE STATUS OF THIS CASE IS AND I WANT TO
22 HAVE THE LAWYERS FOR THE PARTIES PERSONALLY PRESENT.

23 MY IDEA WOULD BE THE JUDGMENT SHOULD BE
24 SUBMITTED BEFORE THE HEARING BUT THAT PLAINTIFFS'S COUNSEL
25 SHOULD BRING WITH HIM A DUPLICATE ORIGINAL OF THE JUDGMENT IN
26 CASE THE PAPERWORK HANDLING PRODUCES A SITUATION WHERE I
27 CAN'T LAY MY HANDS ON THE JUDGMENT THAT I AM SUPPOSED TO SIGN
28 IMMEDIATELY. I LOOK TO THE ATTORNEYS NOW FOR SOME

1 SUGGESTIONS AS TO THE DATE WHEN THAT HEARING SHOULD BE
2 SCHEDULED.

3 MR. SABZEVAR, DO YOU HAVE ANY IDEAS ABOUT WHEN
4 I SHOULD SCHEDULE IT?

5 MR. SABZEVAR: FORTY-FIVE DAYS, YOUR HONOR?

6 THE COURT: FORTY-FIVE DAYS.

7 MR. SPIVAK: THAT'S FINE FOR PLAINTIFFS.

8 THE COURT: SO TODAY IS THE 23RD. LET'S SET IT FOR
9 HEARING ON THE -- LET'S GO OUT MORE THAN 45 DAYS.

10 AS YOU CAN SEE, FROM THE 4TH TO THE 8TH, I
11 WON'T BE ABLE TO WORK WITH YOU -- OF JUNE. I WON'T BE ABLE
12 TO WORK WITH YOU. SO WOULD IT ALL RIGHT WITH YOU LAWYERS IF
13 I PICK THE 21ST OF JUNE, 2012, 8:30, THIS DEPARTMENT?

14 MR. SABZEVAR: THAT'S FINE, YOUR HONOR.

15 THE COURT: ARE YOU GOING TO BE AVAILABLE ON THOSE
16 DATES?

17 MR. SPIVAK: YES, YOUR HONOR.

18 THE COURT: ARE YOU GOING TO BE ABLE TO DO THE
19 THINGS I TALKED ABOUT, SETTling THE FORM AND SUBSTANCE OF THE
20 JUDGMENT?

21 MR. SPIVAK: YES, YOUR HONOR.

22 MR. SABZEVAR: THAT'S FINE.

23 THE COURT: THANK YOU VERY MUCH. I APPRECIATE YOUR
24 PARTICIPATION AND -- AND YOUR ADVOCACY, AND I WILL SEE YOU
25 WHEN WE NEXT HAVE TO WORK ON THE CASE.

26 NOW, I WILL TELL YOU SOMETHING ELSE. PLEASE
27 STAY ALERT AND PLEASE LOOK IN ADVISES TO ATTORNEYS, OR
28 NOTICES, OR WHATEVER WE ARE GOING TO DO IN THE NEXT THREE OR

1 FOUR WEEKS. HERE'S OUR SITUATION.

2 AS OF 15TH OF MAY, WE WON'T HAVE REPORTERS IN
3 THESE DEPARTMENTS ANYMORE FOR TRIAL MATTERS -- THEY WILL HAVE
4 TO BE SUPPLIED BY THE PARTIES -- AND WE WON'T HAVE THE
5 REPORTERS EXCEPT TWO LAW AND MOTION SESSIONS A WEEK. THE
6 IDEA IS IT WILL BE ONE MORNING AND ONE AFTERNOON. THAT WILL
7 BE ALL THE REPORTERS WE ARE GOING TO HAVE SUPPLIED BY THE
8 COURT.

9 MOREOVER, THEY ARE GOING TO, AS I MENTIONED TO
10 YOU PREVIOUSLY, THEY ARE GOING TO REDUCE THE STAFF.

11 SO I HAD GIVEN YOU DATE, BUT I AM NOT ONE
12 HUNDRED PERCENT CERTAIN ABOUT HOW THAT DATE IS GOING TO WORK.
13 PLEASE KEEP YOUR EYES AND EARS OPEN. IF THERE'S SOME FOUL UP
14 OR SOMETHING, DO WHATEVER YOU NEED TO DO TO MAKE IT RIGHT. I
15 MEAN, WE ARE -- I WISH I COULD SAY SOMETHING THAT SOUNDED
16 MORE EMPHATIC AND MORE DEFINITIVE, BUT I CAN'T. I JUST DON'T
17 KNOW WHAT'S GOING TO HAPPEN.

18 WHAT I WANT TO DO IS TO FINISH UP YOUR CASE
19 AND GET YOU ALONG FOR THE NEXT STEP FOR OBVIOUS REASONS. AND
20 I DON'T WANT THE COLLAPSE OF THE SYSTEM'S ABILITY TO HANDLE
21 MATTERS TIMELY TO REDOUND TO YOUR DISADVANTAGE OR TO
22 ADDITIONAL EXPENSE ON THE PART OF EITHER SIDE THAT MIGHT
23 OTHERWISE BE AVOIDED IF YOU LAWYERS KEPT YOUR EYES PEELED FOR
24 WHAT'S HAPPENING IN THE COURTS AND IF I WERE ABLE TO PREDICT
25 A LITTLE BIT, I JUST CAN'T PREDICT THAT. I DON'T EVEN KNOW.
26 BUT KEEP YOUR EYES OPEN. TRY TO DO WHAT'S RIGHT, AND I WILL
27 TRY TO DO WHAT'S RIGHT. IT'S ABOUT THE BEST I CAN DO FOR
28 YOU.

1 ALL RIGHT. THANK YOU ALL VERY MUCH.

2 MR. SPIVAK: THANK YOU, YOUR HONOR.

3 MR. SABZEVAR: THANK YOU, YOUR HONOR.

4 THE COURT: SEE YOU WHEN WE NEXT HAVE TO WORK ON

5 THE CASE.

6 (PROCEEDINGS CONCLUDED.)

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DEPARTMENT 41 HON. RONALD M. SOHIGIAN, JUDGE

CASE NO. BC430633
CERTIFIED COPY

MONDAY, APRIL 23, 2012

REPORTED BY:
ANGELA ZARATAN PARADELA
OFFICIAL COURT REPORTER
CSR NO. 9659

EXHIBIT 10

OCT 24 2017

Sherri R. Carter, Executive Officer/Clerk
By: V. Jalme, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Jon N. Shields, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

Security Paving Company, Inc.,

Defendant.

Case No. _BC492828_____

Proposed Statement of Decision

Having concluded the trial, the Court now issues a Proposed Statement of Decision.

Pursuant to CCP Section 632 and Cal. Rules of Court 3.1590 (g), the parties shall have fifteen days from the issuance of this decision to object, concur or correct the Proposed Statement of Decision.

The Court shall hold a hearing on the objections on November 17, 2017 at 11:00 a.m.

1 I. BACKGROUND

2 On September 26, 2012, plaintiff filed an individual and class action against Security Paving
3 Company, Inc. ("Security Paving"), a licensed contractor that performs construction work on
4 public works projects throughout California.
5

6 The operative First Amended Complaint alleges a class action and representative action for
7 violations of the California Labor Code and Wage Order 16, breach of contract and a violation of
8 the Business and Professions Code arising from Security Paving's operations.¹
9

10 In 2016, the Court denied plaintiff's motion to certify the class. The case proceeded solely on the
11 individual claims of plaintiff Jon Shields and a representative action under PAGA brought by
12 Shields as an aggrieved employee.
13

14 In August 2017, the Court granted the defendant's motion for summary adjudication as to the
15 PAGA claim for failure to provide meal periods, but denied the motion as to the PAGA claim
16 based on the defendant's alleged failure to provide rest breaks.
17

18 In that decision, the court considered whether Labor Code §512(e), which became effective on
19 January 1, 2011, exempted Security Paving from meal period requirements. The court found that
20 Security Paving was exempted from the meal period requirements as a union-signatory
21 construction contractor. Further, the court concluded that because plaintiff's PAGA claim is
22 subject to a one-year statute of limitations and covers the period from September 26, 2011 onward
23 only,² it could not include challenges based on meal-period violations.³
24

25
26 ¹ The plaintiff abandoned his cause of action for breach of contract at closing argument.

27 ² This date is one year prior to the September 26, 2012 filing date of the original complaint.

28 ³ PAGA claims are subject to CCP §340(a)'s one-year statute of limitations period governing "actions for a penalty or forfeiture."

1 As for the PAGA claim for rest break violations, the court considered whether Wage Order 16
2 barred that claim and concluded that it did not. Under section 11(D) of that Wage Order, in cases
3 where a valid collective bargaining agreement provides a final and binding mechanism for
4 resolving disputes regarding rest breaks, the collective bargaining agreement shall prevail. But,
5 under section 11(E) of that order, the collective bargaining agreement exemption shall not apply
6 unless the collective bargaining agreement provides “equivalent protection” to Wage Order 16.
7 The Court found that the collective bargaining agreements at issue in this case did not afford the
8 same protection as the three-year statute of limitations period to recover premium pay for missed
9 rest periods. The court also found that the collective bargaining agreements did not expressly
10 provide for the one-hour premium pay for missed rest breaks. They are either silent on this issue
11 or they provide for pay “at the rate of two times the standard straight-time and overtime” rates.
12 Accordingly, the court denied summary adjudication on the rest period portion of plaintiff’s PAGA
13 claim.

14
15 The Court also denied the defendant’s motion for summary adjudication on plaintiff’s individual
16 claims for failure to provide meal periods,⁴ failure to authorize and permit rest breaks, breach of
17 contract, unfair business practices and failure to provide accurate itemized wage statements.

18
19 A court trial on these causes of action began on September 19, 2017 and concluded on October 2,
20 2017.⁵ The parties filed post-trial briefs on October 16, 2017. The defendant, thereafter, filed a
21 motion to strike the plaintiff’s pre-trial brief on October 18, 2017. The plaintiff filed an
22

23
24 ⁴ The protections afforded under Labor Code §512(e) foreclose the individual meal period claim for a small
25 period of plaintiff’s individual three-year meal break claim. It would exempt only the period of after January 1, 2011
26 (i.e., Labor Code §512(e)’s effective date). As defendant’s argument under Section 512(e) did not dispose of the
plaintiff’s individual meal period claim, it could not be resolved by way of a motion for summary adjudication. CCP
§437c(f)(1).

27 ⁵ The Court reserved ruling on the defendant’s motion for judgment, which Security Paving filed at the close of the
28 plaintiff’s case, and declined to render any judgment until all evidence was presented. *See Watt v. Kantel* (1970) 13
Cal. App. 3d 249, 253. For the reasons set forth in this decision, that motion is denied.

1 opposition to that motion on October 23, 2017. Thereafter, the Court took the matter under
2 submission and now renders a proposed statement of decision.

3 4 II. OUTLINE OF ISSUES DECIDED AT TRIAL

5
6 The Court begins by setting forth the issues to be decided in this trial:

- 7 (1) Did defendant violate the Labor Code by failing to authorize and permit rest breaks to
8 the representative plaintiff and other aggrieved employees for the period from
9 September 2011 to the present? If so, what penalties are owed under the PAGA cause
10 of action as a result of these violations?
- 11 (2) Did defendant violate Labor Code sections 226.7 and 512 by failing to provide plaintiff
12 Jon Shields meal periods for the period September 26, 2009 until December 31, 2010?
13 If so, what unpaid wages are owed to Jon Shields for missed meal periods?
- 14 (3) Did defendant violate Labor Code sections 226.7 by failing to authorize and permit rest
15 breaks to Jon Shields? If so, what unpaid rest break premiums for the period from
16 September 26, 2009 until September 26, 2012 are owed to Jon Shields?
- 17 (4) Did defendant violate Labor Code Section 226 by failing to provide Jon Shields with
18 accurate wage statements for the period from September 26, 2009 until September 26,
19 2012? If so, what penalties are owed to Jon Shields?
- 20 (5) Is Jon Shields owed "waiting time" penalties under Labor Code §§ 201-203?
- 21 (6) Is plaintiff entitled to any relief based on his claim that defendant violated Business
22 and Professions Code Section 17200 *et seq.* If so, what is an appropriate remedy?

23 24 III. PAGA REST BREAK CLAIMS

25 Jon Shields, as a representative plaintiff for himself and other aggrieved employees, alleges that
26 Security Paving violated the law by failing to afford certain of its crewmembers the rest periods
27 mandated by the applicable Wage Order. The plaintiff's PAGA rest break claim covers the period
28 September 2011 through the present.⁶

⁶ Jon Shields began working for Security Paving in late 2008. (Trial Exhibit ("Exh.") 506 at 14-16). The defendant terminated his employment in October 2011 (Exh. 506 at 17). At closing, the Court inquired of plaintiff's counsel whether an employee who did not work for the defendant during a substantial portion of the relevant period of the PAGA claim was properly characterized as an aggrieved employee. Certainly, in a class action setting, such a representative might be challenged on the basis of his adequacy to testify accurately and competently regarding the

1 A. Labor Code Provisions and Wage Order 16

2
3 Labor Code section 226.7 prohibits employers from requiring employees to work during any rest
4 period mandated by a Wage Order. It establishes a premium if an employer fails to provide
5 employees a meal or rest period required by the Wage Orders. Under the rule, employers must
6 pay employees one additional hour's pay for failure to provide one or more rest periods. The
7 employer must pay the premium in addition to the compensation owed for the worked time,
8 including time worked during a missed meal or rest period.

9
10 The applicable Wage Order in this case -- Wage Order 16 -- provides that "[e]very employer *shall*
11 *authorize and permit* all employees to take rest periods, which insofar as practicable, shall be in
12 the middle of each work period The authorized rest period shall be based on the total hours
13 worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major
14 fraction thereof." Wage Order 16-2001, § 11(A)(emphasis added).

15
16 Work Order 16 -- covering the construction industry -- contains a measure of flexibility regarding
17 rest breaks not found in other wage orders. (See Exhibit 513 at 7). Employers in the construction
18 industry may stagger rest periods to avoid interruption in the flow of work and to maintain
19 continuous operations, or may schedule rest periods to coincide with breaks in the flow of work
20 that occur in the course of a workday. Rest periods are to take place at designated areas, which
21 may include or be limited to the employees' immediate work area. Rest periods need not be
22 authorized in limited circumstances when the disruption of continuous operations would
23 jeopardize the product or process of the work. However, the employer shall make up the missed

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27 defendant's practices during much of the relevant period. PAGA, however, does not impose class action requirements
28 on its representatives. *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985. Further, the testimony of other witnesses,
including the defendant's witnesses, supported the finding that in certain settings -- most specifically in crews working
on overnight road paving projects with required lane closures -- the defendant's rest break practices were the same in
2015 as they were in 2011.

1 rest period within the same workday or compensate the employee for the missed ten minutes of
2 rest time at his regular rate of pay within the same pay period.⁷

3
4 A rest period -- whenever it is authorized and wherever it occurs -- must be "duty-free."
5 *Faulkinbury v. Boyd & Associates, Inc.* (2013) 216 Cal.App.4th 220, 237. In 2016, the Supreme
6 Court in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, clarified the rest period
7 obligations. It explained that employers must relieve employees of all duties and relinquish any
8 control over how employees spend their time during rest periods. However, the Division of Labor
9 Standards Enforcement will not find a rest period violation where an employee who is authorized
10 and permitted to take a rest period freely chooses, without any coercion or encouragement, to
11 forego or waive it. In *Augustus*, the court also explained that circumstances may occasionally
12 arise that prevent employees from taking a rest period at a scheduled time or cause an interruption
13 in a rest period. If this occurs, employers can reschedule rest periods when the need arises, or if
14 they interrupt employees during a rest period, provide them another rest period to replace the one
15 that was interrupted.

16
17 If an employer fails to provide an employee a rest period in accordance with the applicable
18 provisions of the wage order, "the employer shall pay the employee one (1) hour of pay at the
19 employee's regular rate of compensation for each work day that the rest period is not provided."
20 (Wage Order 16-2001 §11(D); Cal. Lab. Code § 226.7).

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25 ⁷ As for timing, California Wage Orders require employers to authorize and permit rest periods for non-exempt
26 employees whose total daily work time is at least 3 and a half hours. The mandatory rest periods must be, insofar as is
27 practicable, in the middle of each work period and must be at the minimum rate of ten consecutive minutes for each
28 four hours or major fraction thereof. The employer must count rest periods as working time and, accordingly, must
pay for such periods. For a shift longer than 3 and a half hours and less than six hours, a ten minute rest break is
required. For a shift over six hours and up to ten hours, twenty minutes of rest is required. For a shift of over ten up
to fourteen hours, thirty minutes of rest is mandated. The Wage Orders do not mandate when the breaks are taken,
only that they fall in the middle of work periods "insofar as practicable."

1 B. The Credible Evidence Establishes that Defendant Did Not “Authorize and Provide”
2 Duty-Free Rest Breaks During Production Downtimes to Nighttime Road Repair and
3 Replacement Crews.

4 At closing argument, plaintiff’s counsel confusingly conceded, then repudiated, then later
5 conceded after questioning by the court, that the focus of the plaintiff’s PAGA claim was not
6 directed at the defendant’s employees who worked on daylight crews in those locations where
7 there were no time-pressures associated with lane closures. Rather, the crux of the challenged
8 practice in this case was directed at defendant’s failure to afford employees working on nighttime
9 road paving and replacement crews rest breaks in which they were relieved of all duties and in
10 which management relinquished all control.⁸

11 Both plaintiff and defense witnesses testified that during these nighttime road replacement jobs –
12 which generally entail time-limited lane closures -- workers do not receive fixed rest breaks at
13 defined intervals during the shift.⁹ Instead, Security Pacific expected that rest breaks could be
14 accomplished by having their crews take breaks during downtimes in the overnight construction
15 process.¹⁰

17 ⁸ In the post-trial brief, plaintiff once again attempted to re-define its “aggrieved employees” group to extend
18 beyond the defendant’s nighttime freeway paving operations employees. Defendant objected strenuously to this
19 “about face” by the plaintiff. (See Defendant’s Motion to Strike Plaintiff’s Post Trial Brief at 3). The Court agrees
20 with the defendant. After five years of litigation and nine years of trial, and two recesses for the plaintiff’s counsel
21 to confer during their closing statement and rebuttal, the plaintiff identified a representative group upon which the
22 action was asserted. This decision cannot be revisited two weeks after the close of the case.

23 ⁹ Defendant’s witness Jeremy Strobl testified that the defendant’s rest break policies were no different on the lane-
24 closure road replacement jobs than on jobs where lane closures were not required. That testimony was flatly
25 contradicted by defendant’s witnesses Shane Hunter and Ray Guillen, both of whom supervised night crews on Cal
26 Trans road replacement policies. Unlike many defense witnesses, these supervisors testified that break times were
27 not fixed and that employees were told and were expected to take their breaks during “downtimes” in the
28 production process. This admitted practice stands in stark contrast – and contradicts – the testimony of many of the
29 defendant’s witnesses who worked almost exclusively on day shifts that they were authorized and permitted to take
30 fixed and regular rest periods.

31 ¹⁰ As for this group, the credible testimony provided by both plaintiff’s and defendant’s witnesses clearly supports
32 that roadway replacement and repair crews, who operated largely overnight and subject to Cal Trans lane closures,
33 generally did not receive fixed rest breaks but, instead, were instructed by their supervisors to use “downtime” for
34 meal and rest breaks. This evidence provides a basis upon which the plaintiff can claim a shared employment
35 practice by Security Paving – at least as to a cognizable group of employees -- upon which a representative action
36 can be based. Cf. *Bronco Wine Co. v. Frank A. Logoluso Farms* (1989) 214 Cal.App.3d 699, 720.

1 According to the defense witnesses, during these downtimes, employees were free to leave their
2 equipment, leave the location and otherwise absent themselves from the immediate vicinity in
3 order to take a legally compliant rest period during which they would not be subject to managerial
4 control.

5
6 The credible testimony at trial clearly failed to corroborate the defendant's version of how
7 downtimes were, in fact, used by nighttime construction crews. The credible testimony of a
8 number of witnesses established that a heavy equipment worker was not free to leave his vehicle
9 or that laborers performing traffic control could not abandon their positions during "downtimes" in
10 order to receive a legally compliant – management control-free – rest period. Carpenters were not
11 allowed to simply stop working on pouring forms in order to take a ten-minute break. Credible
12 and compelling testimony from a number of foremen and crewmembers supports the court's
13 finding that workers were instructed to "stay busy" during downtimes. In fact, on more than one
14 occasion, Jon Shields was "written up" for sleeping in his truck during a downtime. If, as
15 defendant argues, an employee was free of management control during this period, why would the
16 defendant have written him up for the exercise of that autonomy?

17 The credible testimony of a number of witnesses called by both plaintiff and defendant establishes
18 by a preponderance of the evidence that Security Paving did not relinquish control over these
19 employees at any time once they arrived at nighttime road paving worksites.¹¹ Throughout these
20 shifts, the various trades were performing interrelated and time-critical functions. Supervisorial
21 control over their activities – including being directed by walkie-talkie – was continuous.

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25 ¹¹ Darrel Matheson, a foreman for Security Paving for four years, credibly testified that during the "set up work" part
26 of a paving process -- which accounted for about 20 percent of his shift working on highway projects -- you could take
27 a meal or rest break, but that after the "pour" started -- usually about 80 percent of the shift time -- you could not take
28 any breaks. Work during that part of the shift continued without interruption. As he explained, when you are pouring
concrete, "it's not stopping . . . because you can't have a cold joint on your concrete slab you're pouring." To afford the
crew a break (even of ten minutes) would mean that "all your concrete is going to be hard behind you by the time you
take off again." And, while authorized or permitted breaks would have been possible had additional "relief"
crewmembers been provided, Security Paving did not typically structure its crews with relief workers.

1 Moreover, the credible testimony of a number of workers on these nighttime paving crews
2 corroborated that they were expressly told by their foremen to stay busy at all times. To quote one
3 witness who patiently tried to correct defense counsel during cross-examination: "You're not
4 understanding, sir. There's no rest breaks. It's not a matter of taking one. You don't get them.
5 They're not there." Dennis Hake, who worked as a grading foreman, was instructed by his
6 superintendent to have the crewmembers work through meal breaks.

7
8 Plaintiff's witnesses credibly testified that they were not free to use pauses in the production
9 process to rest. In fact, one witness credibly testified that the company's reputation was that if you
10 couldn't work and eat at the same time, you didn't eat. While waiting their turn to perform a task,
11 workers were instructed to stay busy – sweeping, chipping the cement trucks, cleaning the interior
12 – any number of tasks. Credible testimony established that if you didn't stay busy or if you left
13 even for the minute or two it would take to relieve yourself, you might find yourself out of a job.

14
15 Ryan Tevelde, a heavy equipment operator called by the defense, credibly testified that he never
16 believed that he could walk away from the equipment during "downtime." Shane Hunter, another
17 of the defendant's witnesses, testified that although he expected employees to use a slow period
18 for breaks, he also talked to them during their breaks and wanted them to stay busy removing
19 cement from their vehicles and standing by their trucks while waiting in the line for the cement
20 pour.¹² Hunter complained that he caught Jon Shields napping while waiting in line to pour
21 concrete – without ever ascertaining whether Shields was, in fact, taking a rest break.

22
23 John Guerra testified credibly about once trying to take a break during one such "downtime."
24 While waiting for dowel bars as part of a cement road replacement job, he bent down to take a
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26
27 ¹² A compelling piece of testimony by Dennis Hake underscores that "downtimes" were not duty-free. When he got
28 "mad," Hake would instruct his crew that they were taking a lunch break today – and during that period of time, they
would be duty-free. When he wasn't fed up with the company, however, he followed his bosses' instruction and
instructed his crews to "work through."

1 rock out of his shoe and reached into his lunch box and took out a Gatorade and drank it. During
2 that brief moment, his Superintendent Shane Hunter, pulled up in his truck and instructed him to
3 get to work. As Guerra testified (in a version where the language had been cleaned up for court),
4 he was told by Shane that "there's something for you to do -- do it." As shown by this testimony
5 and that of other plaintiff's witnesses, even during downtimes, these crewmembers were told to
6 keep busy.

7
8 The Court finds, based on this credible testimony, that production "downtimes" were not free of
9 supervisory control. In fact, the named plaintiff and aggrieved employee, Jon Shields, testified
10 about the practical limitations on affording rest breaks (in which supervisory control was
11 surrendered) given the size of the crews and the amount of work undertaken by Security Paving
12 during any one shift. As he credibly and competently described, the process of removing and
13 replacing highway surfaces is a continuous one.¹³ The workers operate, essentially a train, of
14 complementary and interconnected tasks. Each one of which is dependent on the "just in time"
15 presence of the next step. As a member of a cement paving crew, the pour required continuous
16 and uninterrupted work. And, supervisors ensured that continuity by ongoing and constant
17 supervision and control. While it might have been possible to hire relief workers to allow these
18 breaks to occur, Security Paving did not do so. Nor did they pay these workers premiums when
19 the nature of the work occasioned missed rest breaks.¹⁴

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24 ¹³ Exacerbating the continuous nature of the construction work being performed by pavement crews was the additional
25 pressure of Cal Trans' lane closure rules. As credibly testified to by Darren Jones, the closure time of a freeway lane
is limited. The work to be done has to be completed in a short period of time. "Once we got started, we didn't stop
until we were -- the job was finished for the night."

26 ¹⁴The only evidence showing the payment of premium pay was for the period after January 2015 and shows only 19
27 premiums paid for the entire two and a half year period. Darren Jones credibly testified that in his experience if a rest
28 break could not be afforded, they were entitled to compensation for those missed breaks. He never received extra pay
from Security Paving for those missed rest breaks. Dennis Hake also credibly testified that neither he nor his crew
received premiums for missed rest breaks.

1 The company also monitored its crews to ensure that the workers kept busy all the time. Hake
2 testified that his Superintendent – who was Security Paving’s owner’s son Jason – would sit in a
3 pick-up truck across from work sites and monitor the crews to ensure that they remained busy at
4 all times. As Hake described it, he was "bird-dogged" by Jason to ensure that his crew did not
5 take breaks.

6
7 On occasion, especially at the beginning of a shift during which the project was being set up,
8 workers might be able to take a single rest break during which they were not subject to the control
9 of their supervisors. For example, on a night paving project, the volumetric truck drivers might be
10 able to take a ten-minute break on their way to the freeway location after filling up their truck.
11 Once they arrived at the work site, however, there were no periods of time in which they were free
12 to leave their vehicles, or even take a nap while in their vehicles. Second rest breaks during an
13 eight-hour shift did not occur.

14
15 A number of these witnesses credibly testified that they were either expressly told or were led to
16 believe that you would be fired if you requested or took a rest break. Darren Jones testified that
17 "we knew we weren't allowed to [take a rest break]." And, that if you tried to take a break or
18 lunch, then there was a good chance you probably weren't going to work the next night. John
19 Guerra credibly testified that when workers complained about the absence of breaks, they would
20 not be working at the job site the next day.

21
22 The absence of any written policy or any means by which the company could verify that
23 employees were receiving their required rest breaks further supports the Court’s finding that
24 legally compliant rest breaks were neither authorized nor permitted. Although there was a
25 contention by the defendant that it orally described its meal and rest break policy at every
26 “tailgate” safety meeting and obtained signed statements from employees attesting to that fact, the
27 Court believes the credible testimony that such presentations did not occur. According to the
28 credible testimony of a former foreman for Security Paving, Darrel Matheson, he never spoke with

1 management regarding any rest break policy and he irregularly attended or conducted tailgate
2 meetings. He estimated that he had maybe 15 or 20 of such meetings during his four-year tenure
3 at Security Paving. And, at those meetings, he never discussed rest breaks. Rather, as makes
4 sense, he discussed the work that they were to be performing that week and any unique safety
5 concerns posed by that work. Matheson also credibly testified to handing out multiple, blank
6 forms to his crews to sign before they could receive their paychecks.¹⁵

7
8 Nor did complaints made by these workers as to the unavailability of rest breaks to their unions
9 obtain needed redress. As credibly testified to by several of the plaintiff's witnesses, they told
10 business agents and union officials that they were not getting bargained for rest breaks. But, those
11 complaints were not acted upon.¹⁶ For a significant portion of the relevant period, the economy
12 and construction industry were in steep decline. Work was scarce. Unions were unwilling to
13 lodge complaints against contractors when "we just started to get work again." The unions were
14 unwilling to "piss off" Security Paving – a large employer -- by lodging a complaint about missed
15 rest breaks. And, employees were concerned that if they complained about missed breaks, that
16 they would be "blackballed" at the union hiring hall. As John Guerra reminded everyone, "I
17 wanted just to work, man . . . I lost everything in 2009, you know. I was just getting on my feet
18 again. I was just happy to be working." When Bret Leutzinger complained to his union, he was

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22 ¹⁵ Being handed blank forms to have their crews sign was also testified to credibly by Hake. He also recalled being
handed "stacks of sheets" by his superintendents when they were trying to catch up on their paperwork.

23 ¹⁶ The court finds entirely not credible the testimony of a number of union representatives called by the defendant as
24 witnesses. Unlike the characterization of these witnesses as disinterested, they clearly had an interest in appearing to
25 have performed their role as protecting their members. And, surprisingly, one representative in particular, testified as
26 if he currently worked for Security Paving. His testimony was remarkably similar to answers given by current
27 employees of the firm, even though he hadn't worked at the company in some time. The union reps claimed to have
28 never heard a complaint; claimed that their business agents routinely monitored working conditions at these worksites
and generally testified to policies at Security Paving for which they had no personal knowledge. Their demeanor
while testifying was hostile and defensive and they expressed no real concern about the possibility that their union
members had received unfair treatment by an employer. They appeared to be entirely captured by a large employer
who afforded their members regular and high-paying work. The court affords the testimony of these witnesses no
weight.

1 told that there were over 500 operators on the union hall hiring list and that he was lucky to have a
2 job.

3
4 Providing the plaintiff's witnesses with an extra measure of credibility is the fact that the testimony
5 that these witnesses provided at this trial is potentially adverse to their financial interests. These
6 workers work for a number of different contractors and remain busy by moving from one project
7 to the next. It is not without considerable risk to future employment that a worker comes forward
8 to report the types of violations testified about in this case. That they were willing to do so, and
9 that they did so in such a credible fashion, gives even more weight to this testimony.¹⁷

10
11 The witnesses called by Security Paving to rebut the aggrieved employee's claims fell into two
12 general groups -- union officials who had every reason to deny ever hearing or grieving a
13 complaint about missed breaks, and current employees, who also had financial and employment
14 reasons to testify as they did.¹⁸ Every single defense witness who worked for Security paving
15 testified that he had not missed a single rest or meal break (although it might have been briefly
16 postponed for less than ten minutes) or, if he had, he had been paid a premium.

17
18 These witnesses and their testimony were neither credible nor was the testimony corroborated by
19 contemporaneous employment or payroll records. Despite testimony that missed rest breaks were
20 recorded by foremen on timesheets, the defendant failed to mark or admit as a separate exhibit
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23 ¹⁷ By contrast, the defendant's current employees uniformly sponsored the wholly incredible testimony that they were
24 indifferent to losing their jobs -- all of which were incredibly high-paying positions. These defense witnesses had an
25 obvious and clear financial motive to testify in a way to assist the company. When each and every one of them
26 testified that they were indifferent to the possibility of losing their six-figure salaries, they lost a good deal of
credibility. Equally problematic to their credibility was the recurrent admission that they'd spoken with defense
counsel and had been told what questions to expect to be asked.

27 ¹⁸ The union witnesses -- all of whom uniformly testified to hearing nothing and knowing nothing -- were entirely not
28 credible. They actually testified to rest period practices at Security Paving despite their testimony that they personally
had not investigated any complaints nor had they regularly visited Security Paving work sites.

1 even one of those handwritten, amended timesheets.¹⁹ Nor did the company produce any evidence
2 of the premium payments made for most of the relevant period for these missed breaks. The
3 payroll system evidence of premium payments showed 19 missed rest periods since January 2015
4 -- a remarkably small number in light of the company's 500 or more employees and the nature of
5 the work being performed.²⁰

6
7 Many of the witnesses called by the defendant did not work on projects that involved lane closures
8 or night work. Jeremy Strobl rarely worked on freeway repair and panel replacement. Kenneth
9 Dahlke worked at the concrete plant. Charles Graham and Jose Munoz both worked day shifts as
10 carpenter journeymen and carpenter foremen. Robert Walsh worked as a laborer on day shifts.
11 Ryan Tevelde, Chris Manoukian, Abel Lemus, Raymond Reames, Eduardo Castaneda, Kamran
12 Sepanlou and Dan Jelenicki predominantly worked on day shifts at locations where there were no
13 temporary lane closures.

14
15 Of those witnesses who worked day shifts, their testimony was inconsistent and failed to establish
16 defendant's claim that it had a consistent and enforced policy of authorizing and permitting two
17 rest periods -- one in the morning and one in the afternoon. Many of these defense witnesses
18 testified to different rest break practices in key aspects. Graham's crew had fixed rest and meal
19 breaks and would be required to ask permission if they wanted to take a break at a different time.
20 Jose Munoz, also a carpenter foreman, instructed his crew when to take their breaks. Walsh took
21 his breaks at fixed times and never deviated from that schedule for "any reason." Ryan Tevelde,
22 an equipment operator, took regular breaks but would deviate from a fixed schedule if necessitated
23 by the work being performed without asking permission.

24
25
26 ¹⁹ In defendant's post-trial brief, defendant drew the court's attention to two pages of an admitted exhibit of hundreds
27 of certified payroll records -- an exhibit that was so voluminous that it was submitted in the form of a thumb drive.
(Exh. 55). The absolutely scarcity of such examples supports the conclusion that, in the vast, vast, vast majority of
occasions, missed rest break premiums were not paid by the defendant.

28 ²⁰ Until 2015, defendant did not have a time-keeping system that was capable of capturing or preserving this
information.

1 Only five of the defendant's nineteen witnesses worked on the types of shifts that are being
2 challenged by these aggrieved employees -- overnight road replacement and paving shifts
3 involving lane closures during which work assignments for lane removal and replacement had to
4 be performed within a relatively short time period. As to the small number of defense witnesses
5 who had worked on night shifts, they did not testify consistently or credibly as to whether and
6 when rest breaks were provided during those assignments. As discussed above, two defense
7 witnesses testified that they instructed their crews to use "downtimes" for meal and rest breaks.
8 Tevelde testified that he took breaks and he never believed that he could walk away from the
9 equipment during "downtime." Abel Lemus testified that he took his breaks during downtime.
10 But, Kamran Sepanlou, testified that he took breaks whenever he wanted to and he was free to
11 take a break and walk away from his equipment during a cement pour if he wanted and no
12 questions would be asked.

13
14 Other of these defense witnesses were impeached by prior testimony or appeared during their
15 testimony as evasive, defensive and not credible. Michael Rodriguez, the defendant's "PMQ" was
16 entirely not credible. His demeanor while testifying was hostile and defensive. His testimony, in
17 critical aspects, defied common sense. For example, although he testified that there was no
18 record-keeping by the defendant regarding rest breaks until 2015, he was confident that before this
19 change in 2015 employees had been paid premiums "many times" for missed rest breaks.²¹ This
20 testimony was contradicted by his deposition testimony. At his deposition, he testified that he was
21 not aware of employees being paid a one-hour penalty for rest breaks.²² He also incredibly
22 testified that meal and rest breaks were discussed at *every* tailgate meeting, even though he was
23 personally present at only maybe 20 of the more than 2000 weekly meetings held over his seven-

24
25
26 ²¹ The documents show that Security Paving has only paid 19 hours of missed rest periods since the new program was introduced in January 2015.

27 ²² Equally incredible was defendant's witnesses' claim that Wage Order 16 was prominently posted at all the
28 overnight road paving job sites. There was no fixed location based on the nature of these projects at which such a posting could have been provided. The credible testimony of plaintiff's witnesses is that they never saw any postings because they worked hours in which the main offices were closed.

1 year employment history at Security Paving. His most incredible testimony was his claim that the
2 2015 improvement in record-keeping at Security Paving had nothing to do with this lawsuit,
3 despite a complete lack of foundation as to that question because he admitted that he'd never
4 attended a meeting during which the lawsuit was discussed.

5
6 Shane Hunter, a superintendent for Security Paving, provided some of the most unbelievable
7 testimony at the trial. He acknowledged that the road replacement crews were expected to
8 complete a target of pavement removed and pavement replaced for each shift. He also testified
9 that Cal Trans lane closure requirements and stipulated time for completion in contracts are factors
10 in making work schedules. He then, however, went on to testify that these conditions have no
11 effect on the pace at which work is performed and whether breaks are authorized and permitted.
12 He admitted that even though there are liquidated damages as much as \$30,000 per hour, the
13 workers would never work through lunch or breaks for the sake of contract completion. He then,
14 amended his testimony and admitted that although he did discuss daily project completion
15 deadlines with the foremen who reported to him, he never discussed project completion targets
16 with them. How one can discuss one without discussing the other was never made apparent. His
17 inconsistent testimony severely affected the credibility of his testimony regarding whether rest
18 breaks were authorized and permitted by the defendant.

19
20 The defense witness who offered the most unbelievable testimony was Ray Guillen, the foreman
21 who worked, at least for some relevant period, with plaintiff Jon Shields. Guillen was sullen,
22 defensive and avoidant while testifying. His posture and attitude revealed an unbelievable
23 antipathy for the plaintiff. Like other defense witnesses, Guillen started answering questions
24 before defense counsel even finished asking them -- showing that he clearly had been told what
25 questions would be asked and had prepared answers with the assistance of someone else. During
26 cross-examination, Guillen was visibly angry with plaintiff's counsel.

1 Moreover, Guillen's testimony made no sense. His version of Bret Leutzinger's complaint about
2 the absence of breaks is one example. Why would an employee voluntarily retreat from a
3 complaint about receiving breaks -- as Guillen testified? The only logical explanation -- which
4 was proffered by Leutzinger himself -- would be that the employee believed that he would be
5 retaliated against if he continued to complain.

6
7 Another incredible part of Guillen's testimony is that he told his crews -- each and every week at
8 every single tailgate meeting -- about the company's meal and rest break policies. And, what
9 would he have told them? According to him, crews were to take breaks while there was
10 "downtime." The problem with that testimony is that when Jon Shields took a nap during such a
11 "downtime" break, he was written up -- twice. So, if you are disciplined for taking a nap during
12 downtime, how can you take a break during which you are free from management control? How
13 does a foreman know if the nap you are taking is your break or not? How can you be relieved of
14 all responsibility, and yet be disciplined for taking a nap during the same downtime?

15
16 That the defendant is subject to oversight by Cal Trans and other regulatory agencies does not
17 persuade the court that duty-free rest breaks during downtime were authorized and permitted. It
18 would be virtually impossible for the intermittent presence of government representatives during a
19 nighttime road replacement operation -- who would be focused on progress of the task,
20 engineering/plans or questions of safety compliance -- to detect the absence of rest breaks and/or
21 the failure to pay a premium wage for those missed breaks. Even the occasional business agent of
22 the unions failed to detect the defendant's non-compliance. As credibly testified to by a number of
23 plaintiff's witnesses, employees were too scared to complain and business agents were too
24 captured by the employer to investigate. Again and again, the absence of a complaint was
25 considered by the union to be a reason not to investigate.

26
27 Nor does the existence of a number of collective bargaining agreements -- all of which were
28 admitted as exhibits during the defendant's case -- exonerate or excuse the failure by Security

1 Paving to authorize and permit nighttime road repair and replacement crews to take legally
2 compliant rest breaks. While the defendant may have believed that it provided a complete defense
3 for the workplace practices it engaged in, it does not – as a matter of law – provide that protection.
4 And, that the company was required to pay for an eight-hour shift, even if the shift workers
5 completed their tasks before eight hours elapsed does not provide an excuse or defense to the
6 company’s failure to authorize and permit employees to take rest periods, or to pay premiums for
7 missed periods.²³

8
9 In conclusion, the plaintiff has met his burden of proving that the defendant failed to comply -- at
10 least with regard to nighttime road replacement and repair crews -- with the Labor Code's
11 requirements with regard to rest breaks.

12
13 C. The Petersen Survey and Damage Study Are Entitled to No Weight

14
15 Having established the factual existence of a violation of the labor laws based on Security
16 Paving’s failure to afford nighttime road repair and replacement crews legally compliant rest
17 breaks, the next question is how many aggrieved employees on how many shifts failed to receive a
18 legally compliant rest break?

19
20 Under Labor Code Section 2699(a), aggrieved employees can initiate actions to recover civil
21 penalties for Labor Code violations that may be recovered by the Labor and Workforce
22 Development Agency (“LWDA”) or any of its departments, divisions or employees. To prevail in
23 his representative claims, Plaintiff must prove Labor Code violations with respect to each and
24 every individual on whose behalf plaintiff seeks to recover civil penalties under PAGA. *See*
25 *Hibbs-Rines v. Seagate Tech., LLC* (N.D. Cal. Mar. 2, 2009) 2009 WL 513496, at *4.

26
27 ²³ Although one or two witnesses testified to leaving early on those days when rest breaks were missed, the vast
28 majority of the witnesses for both sides testified to working an eight-hour shift and remaining at work until the end of
the shift.

1
2 Such actions are fundamentally law enforcement actions, with the aggrieved employee acting as a
3 private attorney general to collect penalties from employers who violate labor laws. *Esparza v. KS*
4 *Industries* (2017) 13 Cal.App.5th 1240-1241 (the employee plaintiff represents the same legal right
5 and interest as the LWDA). In a PAGA representative action, the government enforcement entity
6 is “always the real party in interest in the suit.” This is an important distinction between civil
7 penalties and statutory damages. *Id.* at 1241.

8
9 To establish the number of Security Paving employees who were not afforded and permitted a
10 legally compliant rest break during the PAGA period, plaintiff proffered a survey and report
11 prepared by Dr. Jeffrey Petersen. This survey was undertaken to measure how many aggrieved
12 employees during the PAGA period missed a legally compliant rest break and to compute their
13 unpaid wage amounts, penalties and interest.²⁴

14
15 As a preliminary matter, Dr. Petersen received from plaintiff’s counsel a list (“the July 2017 list”)
16 of individuals provided by the defendant as part of a “contact list” process. Of the 1013 names on
17 that list, 858 of these individuals had phone numbers. If an individual did not have a phone
18 number, he or she would be excluded from consideration for the survey.²⁵

19
20 Dr. Petersen then randomly ordered the remaining names from the July 2017 contact list provided
21 by the defendant and identified the first 400 persons on this list.²⁶

22
23 ²⁴ Before trial began, defendant moved to exclude Dr. Petersen’s survey as unsupported by general scientific theory
24 and having been conducted using improper scientific survey techniques. *See Sargon Enterprises, Inc. v. University of*
25 *Southern California* (2012) 55 Cal.4th 747, 772. Although the court denied that motion, it did so with the
understanding that the weight to be given to the plaintiff’s evidence would be independently evaluated after the
conclusion of all the testimony. *Cf. Duran v. U.S. Bank National Assn.* (2014) 59 Cal. 4th 1, 60.

26 ²⁵ Although Dr. Petersen testified that the elimination of employees without phone numbers would have no effect on
27 the survey results because whether or not an individual has a working phone number is not likely a source of bias, his
only authority for this proposition was an article that he wrote. (Exh. 41 at 3, n.12).

28 ²⁶ Dr. Petersen testified that he believed that 400 was a sufficient size for his survey based on his “pilot study” that he
claims to have performed previously. Dr. Petersen did not perform a pilot for his 2017 survey. The survey that he

1 Dr. Petersen then contacted Susan Allman to survey these persons. Ms. Allman is a CPA and is
2 his business partner's daughter-in-law. Ms. Allman has received no formal training in survey
3 techniques; but she conducted two other surveys for Dr. Petersen. Dr. Petersen gave Ms. Allman
4 instructions on the telephone as to the "proper survey protocol."²⁷ Dr. Petersen instructed Ms.
5 Allman to keep a call log to detail her interaction with potential survey participants, including
6 whether she was able to validate that the phone numbers belonged to the people on the random
7 list.

8
9 Ms. Allman attempted to call each individual on the list of 400 four times. Out of the 400, 162
10 had valid phone numbers and 91 participated in the survey.²⁸

11
12 In the survey that Dr. Petersen prepared, he asked the participants whether they had *received* rest
13 breaks, which he defined as a ten-minute period where they were relieved of their job
14 responsibilities.²⁹ (Exh. 41 at 22 (emphasis added)).

15
16 If the participant provided an answer, such as "everyday" or "always," the survey would conclude.

17
18 submitted to the court for purposes of the 2016 motion for class certification was not a "pilot" for this survey – despite
19 his testimony to the contrary. The declaration filed by Dr. Petersen in support of the 2016 survey did not mention nor
20 did it describe the survey conducted in 2016 as a "pilot" survey. Further, the 2016 survey asked different questions
21 than those posed in the 2017 survey. Dr. Petersen's testimony where he claimed that the 2016 survey was a pilot for
22 the 2017 survey is wholly not credible and generally (adversely) affected his credibility with regards to his entire
23 testimony.

24
25 ²⁷ That protocol and the particular training received by Ms. Allman was not described in Dr. Petersen's report, other
26 than by citing to a chapter in a book written by Robert Groves. Ms. Allman was not given scripts regarding certain
27 responses to particular inquiries by the participants; she was told only to refer questions to Dr. Petersen. Ms. Allman
28 was not told to make her phone calls during identified times of the day, nor was she instructed on how to record
information provided by the participants fully and accurately. At the time that she conducted the survey, Ms. Allman
was aware of the lawsuit, the company and that the survey sought to obtain information regarding the participant's
employment.

²⁸ Listed employees who spoke Spanish were eliminated from participation in the survey because Ms. Allman did not
speak Spanish. (Exh. 41-1).

²⁹ Specifically, the survey asked each participant: "[t]hinking about your entire employment period at Security
Paving and all the different projects you worked on; if you worked a five day work week, how many of those days
would you receive a 10 minute paid rest break for every four hours worked, on average?"

1 For all other respondents, the survey asked each participant to estimate the exact number of days
2 that they had *received* a rest break. (Id.)

3
4 Then, the survey presented the participants with an open-ended question: “What was the reason,
5 or reasons, you did not receive the rest breaks?” (Id.)

6
7 If the participant reported that they did not receive a rest break, the survey then asked whether
8 they’d received a payment for their missed rest break time. (Id.)

9
10 The survey also asked the participants if the frequency regarding receiving rest breaks changed
11 depending on the project and they were asked, by year, to estimate for each year worked how
12 many rest breaks they received, on average. (Id.)

13
14 The potential survey participants knew about the litigation-related purpose of the survey in
15 advance of receiving a phone call. In a letter sent by plaintiff’s counsel to those employees on the
16 July 2017 list in advance of the survey being conducted, the plaintiff’s counsel told the potential
17 interviewees that they were “potentially” aggrieved employees. (Exh. 41 at 4, 25). In the event a
18 survey participant didn’t read or forgot about the letter, Ms. Allman reminded the participants that
19 they were potentially interested parties in a lawsuit: “[w]e have been asked by the lawyers who
20 seek to represent employees who performed work for Security Paving in a collective action
21 lawsuit to conduct a survey.” (Exh. 41 at 21).

22
23 The survey was conducted over a very brief period of time – during approximately six days in late
24 August 2017. (Exh. 41-1 (Excel spreadsheet of Allman call-log contained on disc attached to the
25 hard copy portion of Exhibit 41)).

1 For those persons who participated in the survey, their responses to the open-ended question 6
2 were recorded by Ms. Allman.³⁰ These answers were provided to Dr. Petersen who reviewed and
3 coded the information obtained in the survey. Specifically, Dr. Petersen took these answers to the
4 open-ended question 6 asking the participant to explain why a rest break had not been provided
5 and then assigned either a 1 or 0 to those responses. A 1 was used to signify that a break had been
6 provided and a 0 was used to show that a legally-compliant break had not been received. (See CD
7 attached as part of Exhibit 41 at Excel Tab Analy L2). Thus, coding was used by Dr. Petersen to
8 interpret answers to the open-ended question 6 ("What was the reason, or reasons, you did not
9 receive the rest breaks?") to determine how frequently a violation occurred.

10
11 Dr. Hildreth, defendant's expert, challenged certain of the coding decisions made by Dr. Petersen.
12 For example, he declined to agree with Dr. Petersen that an answer of "Don't know just went
13 along with the program" should be counted as a rest break violation. Another example, "pouring
14 concrete they would leave early" was also recorded as a violation, even though the employee can
15 elect to take their rest break at the end of the shift by leaving early.

16
17 When asked to explain the methodology that he used in assigning a violation to an explanation,
18 Dr. Petersen vaguely testified that these answers didn't "indicate any personal choice to me." As
19 he explained further why he coded certain answers as violations:

20
21 "Well, they were just – the situation, as I understood it, is they're just out there working
22 and they didn't get a break, so they don't know why they didn't get a break. It just didn't
23 happen."

24
25
26
27
28 ³⁰ An additional four responses were included by Dr. Petersen in his report, but they were obtained in an earlier survey
conducted by him as part of plaintiff's class certification motion.

1 Based on this coding, Dr. Petersen then computed the percentage of survey participants who stated
2 that they did not receive all of their required rest breaks due to reasons other than personal choice
3 and computed PAGA penalties based upon this information.

4
5 Dr. Hildreth, who testified for the defendant, criticized a number of errors in the design and
6 implementation of this survey and further challenged the conclusions reached by Dr. Petersen.

7
8 The Court finds the testimony of Dr. Hildreth very credible and adopts, as findings, many of his
9 conclusions with regard to the unscientific nature of Dr. Petersen's survey.

10
11 First, the sample employed by Dr. Petersen was self-selected and biased. Before the survey
12 process even began, the plaintiff's law firm sent a letter out to persons on the 2017 contact list to
13 inform them of the impending survey contact and questionnaire. The letter explicitly stated the
14 plaintiff's law firm was preparing for trial and that, although none of them would be required to
15 appear or attend the trial, they were potentially aggrieved employees. In this way, the letter
16 entreated future participants in the upcoming survey by a promise of potential financial gain.³¹
17 (Exh. 41 at 25). Similarly, the interviewer in this case also knew about the lawsuit. Thus both
18 respondents and interviewer were on notice of the possibility of financial gain associated with
19 certain answers to the questions that were to be posed. This survey design is clearly contrary to
20 the "double blind" standard methods of scientific survey research.³²

21
22 The survey letter and script also allowed participants to believe that their answers would not
23 subject them to legal process, thus providing them with a degree of anonymity. These notices

24
25
26 ³¹ In the event that survey participants had not received the letter or had forgotten its contents, they were reminded as
27 part of the telephone script that "this survey is part of a collective action lawsuit." While an advance letter may have
been useful to improve respondent cooperation, Dr. Hildreth competently testified that these should be written without
mentioning the purpose or the sponsor of the survey.

28 ³² Although Dr. Petersen (again citing only to his own article) opined that double-blind surveys were impossible in
wage and hour cases, he cited no factual basis for that conclusion.

1 gave the impression that any information the survey provided would be anonymous. As Dr.
2 Petersen himself acknowledged in one of his articles, the promise of anonymity increases bias
3 because the participants will exaggerate their reported harm. Both the letter and the survey taker's
4 remarks in this case alerted and informed a specific sub-section of the sample that they were
5 aggrieved and could exaggerate their alleged harms without consequence.

6
7 Second, the sample size selected by Dr. Petersen was too small to obtain the 95 percent confidence
8 estimates sponsored by Dr. Petersen. Moreover, the reason provided by Dr. Petersen to support
9 his decision to limit the sample size to 400 (i.e., that a pilot study was performed previously and
10 supported this sample size) is found by the court to be factually untrue.

11
12 Third, even if the survey methodology were proper, the survey questions themselves failed to
13 elicit how often a violation of the relevant Labor Code rest break provisions had occurred. By
14 asking whether they received breaks, employees were incorrectly directed to report every instance
15 in which a rest break was not 'received,' not whether the employer authorized or permitted such
16 breaks – which is what the law requires.³³

17
18 Fourth, the use of an open-ended question failed to convert the improper "received" breaks
19 question into one that discovered whether employees were "authorized and permitted" but simply
20 elected not to take breaks. Dr. Petersen coded answers from respondents in a biased and
21 unscientific manner, thus rendering the survey's conclusion as to the frequency of violations
22 invalid. A number of Dr. Petersen's coding decisions demonstrate his partisan viewpoint and his
23 lack of objectivity – taking this survey well outside the bounds of proper scientific study.³⁴

24
25 ³³ An employer is obligated only to authorize and permit rest breaks; it has no obligation to ensure that employees take
26 rest breaks. *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1033. Employees are free to decline rest
27 breaks. *Id.* Thus, the survey (which inquires as to whether a rest break was received in four separate questions) did
28 not gather relevant information regarding the defendant's liability.

³⁴ Another example of Dr. Petersen's embroilment in this litigation is his computation of the margin of error, which he
admitted was underestimated. Performing the correct scientific calculations and accepting Dr. Petersen's 95%
confidence level, the relative margin of error using a t-distribution (due to the small sample size) was 23.7%. In other

1 Fifth, Dr. Petersen's damages analysis, based on his survey results, failed to utilize rates of pay of
2 specific employees to calculate the amounts due for allegedly unpaid premiums for missed rest
3 breaks. Instead he impermissibly used a 'blended' rate averaging the pay rates of the entire
4 Security Paving workforce. This aggregation is legally impermissible for two reasons. By
5 looking at the entire workforce, Dr. Petersen failed to use the pay rates only of those nighttime
6 shift employees who suffered the violations. Secondly, this use of a blended average is flatly
7 contrary to the requirement of Labor Code section 226.7, which requires a premium be computed
8 as "one additional hour of pay *at the employee's* regular rate of compensation for each workday
9 that the . . . rest . . . period is not provided. *See Medlock v. Taco Bell Corp.* (E.D. Cal. Dec. 11,
10 2015) 2015 WL 10791410 at *5.

11
12 In short, the court concludes that the plaintiff's survey results cannot be used to identify each and
13 every employee who did not receive a legally compliant rest break, nor does it permissibly
14 compute back wages or PAGA penalties for aggrieved employees in this case.

15
16 D. If the Petersen Survey and Damage Study Are Entitled to No Weight, What Is the Effect of that
17 Failure of Proof?

18 The only evidence adduced by the plaintiff to quantify how frequently the defendant failed to
19 provide its nighttime road replacement and repair crews with legally compliant rest breaks was the
20 Petersen survey. The only evidence adduced by the plaintiff to quantify unpaid wages and
21 penalties for the aggrieved employees was the Petersen damage study.³⁵

22
23 words, to give an estimate of the proper penalty with 95 percent confidence, Dr. Petersen's estimate would have to
24 vary by almost a quarter from the lower end to the higher end. While this is, admittedly, better than the 49 percent
25 margin of error in the *Duran* case, it is substantially worse than the 5 or 10 margins of error that Dr. Hildreth testified
26 were found in well-performed statistical studies.

27 ³⁵ Although in his post-trial brief, plaintiff's counsel attempted to reopen the trial to adduce two more evidentiary
28 bases by which to identify the number of rest breaks missed by aggrieved employees, such evidence cannot be
"deduced" from Exhibit 55. Exhibit 55 is a "thumb drive" that holds pdf copies of thousands of handwritten
signatures on the bottom of numerous Security Paving "tail gate meeting" forms and other undifferentiated payroll
reports and business records. It is incapable – without considerable review, selection, computation and handwriting
discernment – of becoming the basis by which to "deduce" the basis for any employee's claim for rest break
violations. It is not, as plaintiff contends, nothing more than "simple math." Moreover, even if it were, defendant has

1 The individual plaintiff, Jon Shields, did not testify regarding the number of rest breaks (or meal
2 breaks) that he contended were not received. None of the witnesses from these crews called by the
3 plaintiff testified regarding the number of shifts they worked during the relevant period and how
4 often, once or twice per eight-hour shift, they were not afforded and provided a legally compliant
5 rest break. Nor did any of these witnesses testify as to their hourly or regular rate of pay.

6
7 Where, as here, the plaintiff has met his burden of proof of establishing the fact of a Labor Code
8 violation but has failed to answer by competent evidence how often that violation occurred, what
9 is the effect of that failure of proof?

10
11 Defendant contends that as plaintiff has failed to adduce any competent evidence as to the
12 measurement of how often the aggrieved employees suffered this violation, it should be granted
13 judgment in this case. In support of that contention, defendant cites a number of cases holding
14 that a plaintiff's failure to establish an amount of damage is fatal to the claim. *See, e.g., City of*
15 *Oakland v. Pacific Gas & Elec. Co.* (1941) 47 Cal.App.2d 444, 450; *Saunders v. Taylor* (1996) 42
16 Cal.App.4th 1538, 1543.

17
18 The court agrees that, in general except as otherwise provided by law, a party has the burden of
19 proof as to each fact the existence or non-existence of which is essential to the claim for relief or
20 defense that he is asserting. *Amaral v. Cintas* (2008) 163 Cal. App. 4th 1157, 1188. On occasion,
21 however, courts may alter the normal allocation of the burden of proof. *Id.* In determining
22 whether the normal allocation of proof should be altered, courts consider a number of factors: the
23 knowledge of the parties concerning the particular fact, the availability of the evidence to the

24
25 been deprived of the opportunity to question a witness who has conducted that mathematical analysis. Plaintiff's
26 attempt to reopen the trial at this late date to adduce alternative evidence to the Petersen survey violates due process
27 and shall not be considered by the Court. *See People v. Bolton* (1979) 23 Cal.3d 208, 213 n.2 (axiomatic that new
28 evidence cannot be adduced in closing argument."); *Garcia v. ConMed Corp.* (2014) 204 Cal.App.4th 144, 159.
Defendant Security Paving's motion to strike Exhibit A and B of Plaintiff's Post-Trial Brief. There is no basis upon
which to reopen the proceeding and to allow plaintiff to present new evidence that could have been presented at trial.
See Town of Atherton v. California High-Speed Rail Auth. (2014) 228 Cal.App.4th 314, 325.

1 parties, the most desirable result in terms of public policy in the absence of proof of a particular
2 fact, and the probability of the existence or nonexistence of the fact. *Id.*

3
4 A long-standing application of burden-shifting occurs in the wage and hour context when an
5 employer's compensation records are so incomplete or inaccurate that an employee cannot prove
6 his or her damages.³⁶ *Id.* Even when the records at issue are not legally required to be maintained,
7 the burden may be shifted. *Id.* at 1190 ("fundamental principle of American jurisprudence that for
8 every wrong there is a remedy, and that, unless countered by public policy, an injured party should
9 be compensated for all damage proximately caused by the wrongdoer.")

10
11 The problem in this case, however, is that the aggrieved plaintiff never argued for that burden-
12 shifting to be applied and defendant adduced no evidence whatsoever from which an estimate
13 could be made of the frequency of the violations or the employees on the nighttime road repair and
14 replacement crews who suffered them. Accordingly, while the lack of this evidence may not be
15 fatal to the plaintiff's PAGA case – as the burden had shifted to the defendant to provide this
16 critical, missing information – it still presents the problem that the Court does not have any
17 competent evidence by which to award unpaid wages or penalties to the aggrieved employees.

18
19 Where, as here, the fact that the defendant has failed to comply with the Labor Code's requirement
20 of authorizing and permitting rest breaks during which employees are free from supervisory
21 control has been established, but the frequency of occurrence of this violation and the employees
22 who suffered this deprivation cannot be identified, nominal damages should be available.

23 Nominal damages are granted neither to compensate the plaintiff nor punish the defendant.

24 Nominal damages can be awarded when the defendant has invaded a cognizable legal interest of
25 the plaintiff, *i.e.*, to be afforded legally compliant rest breaks, even when the plaintiff cannot prove

26
27
28 ³⁶ Outside of the wage and hour context, when the parties have unequal access to evidence necessary to prove a
disputed issue, the party who exclusively possesses facts essential to that claim bears the burden of going forward with
the evidence on the issue, although it is not the party asserting the claim. *See Amaral*, 163 Cal.App.4th at 1189-1190.

1 compensatory damages and sues only to establish a right or to obtain a ruling regarding the
2 defendant's conduct. *See Restatement 2d of Torts* § 907. The award of nominal damages in such
3 cases avoids allowing a wrongdoer to avoid punishment and furthers the public's interest in the
4 robust enforcement of the labor laws. Nominal damages are properly awarded when, although the
5 claimant has shown significant harm, its amount is not proved with sufficient certainty to entitle
6 him to an award of compensatory damages. *Id.*

7
8 In this case, therefore, the aggrieved employees have shown significant harm, but its amount has
9 not been proved with sufficient certainty to allow the court to compute or award civil penalties.
10 Accordingly, the court awards a nominal civil penalty assessment of \$50 for an initial violation of
11 Labor Code § 558.³⁷

12 IV. SHIELDS' INDIVIDUAL CLAIMS

13
14 Jon Shields also alleged individual causes of action for lost wages due to missed meal and rest
15 breaks, waiting period penalties and an individual claim for restitution and/or injunctive under the
16 UCL based on these statutory violations.

17 A. Meal and Rest Breaks

18 California's meal period rules are set forth in Labor Code Section 512 and the Wage Orders.
19 These rules generally prohibit employers from employing an employee for a work period of more
20 than five hours without providing a meal period of at least 30 minutes. As explained and
21

22
23 ³⁷ Injunctive relief is not available under PAGA. PAGA actions can recover only statutory penalties in fixed amounts
24 per violation. *Plaisted v. Dress Barn, Inc.* (C.D. Cal. Sept. 20, 2012) 2012 WL 4356158, *2). Moreover, even if such
25 relief were available, plaintiff adduced no evidence after March 27, 2015 with regard to Security Paving's rest break
practices. Thus, there is no basis to find an ongoing violation that would occasion the need for an injunction.

26 The court declines to award a separate PAGA statutory penalty in this case. PAGA is simply a procedural statute
27 allowing aggrieved employees to recover civil penalties for Labor Code violations. PAGA's plain language confirms
28 that the statute allows only civil penalties. The civil penalty awarded in this case of \$50 must be distributed 75% to
the Labor and Workforce Development Agency and 25% to the aggrieved employees. *See* Labor Code § 2699(i).
Where, as here, Labor Code Section 558 provides a civil penalty, PAGA does not allow a separate double penalty to
be imposed. *See Wert v. U.S. Bancorp* (S.D. Cal. Jun. 23, 2014) 2014 WL 2860287, *2-3.

1 examined in *Brinker Restaurant Corp. v. Superior Court*, (2012) 53 Cal.4th 1004, it is not a duty of
2 an employer to ensure that no work is performed. Rather, an employer satisfies its obligation if it
3 (1) relieves employees of all duties; (2) relinquishes control over their activities; (3) permits them
4 a reasonable opportunity to take a 30-minute break, and (4) does not discourage or impede them
5 from doing so.

6
7 Employers must also comply with the meal period timing rules when providing meal periods. In
8 the absence of a waiver, Labor Code Section 512 requires a first meal period no later than the end
9 of an employee's fifth hour of work, and a second meal period no later than the end of an
10 employee's tenth hour of work. This has been construed to mean that a meal break should be
11 afforded no later than the start of an employee's sixth hour of work and no later than what would
12 be the start of the 11th hour of work.³⁸

13
14 Shields' individual claim for missed rest breaks, as discussed *supra*, are controlled by Wage Order
15 16, which provides that "[e]very employer *shall authorize and permit* all employees to take rest
16 periods, which insofar as practicable, shall be in the middle of each work period The
17 authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes
18 net rest time for every four (4) hours worked, or major fraction thereof." Wage Order 16-2001, §
19 11(A).

20
21
22 ³⁸ The plaintiff -- at a very late point in the case -- asserted that his individual meal break claim could also be proved
23 based on the absence of potable water, soap and towels with which to wash his hands before eating. *See* Wage Order
24 Section 10(c). Defendant objects, understandably, to the lateness of these allegations. The plaintiff's complaint fails
25 to mention a claim for individual meal period violations pursuant to Section 10(c). Section 10(c) requires that
26 employers provide "an adequate supply of potable water, soap, or other suitable cleansing agent, and single use towels
27 for handwashing." There is nothing that requires the potable water to be provided at any particular location or to be
28 located proximately to the soap and towels. The credible testimony adduced from the witnesses proffered by both
plaintiff and defendant established that defendant's work sites had both potable water and separate wash stations with
soap and hand towels -- albeit at different locations. There was no testimony adduced by the plaintiff suggesting that it
was a problem for soap and towels to be taken over to the potable water for use in handwashing. Thus, it is not
necessary to rule on defendant's late objection to the claim because plaintiff failed to meet his burden of proving that
defendant violated 10(c).

1 Shields testified credibly that he had not been provided legally compliant meal and rest breaks
2 during the eight months that he drove a volumetric mixer for Security Paving as part of a night
3 roadway repair and replacement crews. He did not, however, quantify that claim. He did not
4 testify how often he missed his meal and/or rest breaks, how many shifts he worked for Security
5 Paving during the eight months that he worked on overnight road crews, what his regular or hourly
6 rate was, or any other fact upon which his individual losses could be calculated with reasonable
7 certainty.

8
9 Unlike the position that the PAGA aggrieved employees found themselves in, however, Shields
10 possessed all of the information required to perfect his individual claims. He testified that he
11 verified the hours appearing on his paychecks against his personally maintained work records and,
12 on occasion, brought errors to the attention of his employer.³⁹ Unlike the representative group of
13 employees, Shields as an individual plaintiff possessed the information from which a reasonable
14 estimate of missed meal and/or rest breaks during this eight-month period could have been
15 computed and sponsored at trial.⁴⁰ And, he testified that he knew the number of occasions for
16 which he had received premium pay for missed breaks. But, for reasons not entirely clear to the
17 court, he failed to provide any evidence concerning his damages at trial.

18
19 Where, as here, there is no basis to shift the burden of demonstrating damages to the defendant,
20 the plaintiff's failure to prove the amount of his loss is fatal to his individual meal and rest break
21 claims. *See City of Oakland*, 47 Cal.App.2d at 450.

22
23
24

³⁹ He further testified that he received premium payments for some missed meal periods during the time that he
25 worked on asphalt projects and could answer the question of how often by referring to his "notes." (Trial Transcript --
26 September 20, 2017 at 26:2-3).

27
28
⁴⁰ Jon Shields kept track of every hour that he worked for Security Paving and followed up with the company if his
records did not match the company records. (See Exh. 508 at 2.) The company also maintained payroll records to the
same effect for his days of employment. (Id. at 17-21.) The Court, however, declines to consider the plaintiff's late
interjection of this information -- which has been extracted, manipulated and computed -- in the post-trial brief as
proof of individual damages for Jon Shields. *See supra* n. 35.

1
2 B. Derivative Wage Statement Claims and Waiting Time Penalties

3
4 Not only did plaintiff Jon Shields fail to adduce competent evidence with which to establish his
5 damages from missed meal periods and rest breaks during the time that he worked with nighttime
6 road paving crews, he adduced no evidence on either his derivative wage statement claim or his
7 cause of action for waiting time penalties.

8 C. UCL Claims

9
10 Jon Shields' final individual cause of action asserts a claim for restitution and injunctive relief
11 under the UCL. There is no evidence in this record as to the amount of any unpaid wages that
12 might be claimed by the individual plaintiff as restitution. Nor is there any basis for injunctive
13 relief presented in this case. Jon Shields was fired by Security Paving many years ago. A UCL
14 representative plaintiff who is no longer employed by or otherwise affiliated in any way with a
15 defendant-employer apart from a lawsuit lacks standing to pursue an injunction against his former
16 employer as he faces no "real and immediate threat of repeated injury from such practices."
17 *Cleveland v. Groceryworks.com LLC* (N.D. Cal. 2016) 200 F. Supp.3d 924, 961-962.

18
19 CONCLUSION

20
21 Shields, as an aggrieved employee on behalf of the representative group, shall receive a nominal
22 award in the amount of \$50. Defendant has prevailed on the remaining causes of action. Plaintiff
23 shall prepare a judgment consistent with this ruling.

24
25 DATED: October 24, 2017

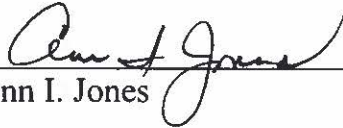
26 
Hon. Ann I. Jones

EXHIBIT 11

TSLF TIME SNOW

Attorney/Paralegal	Hours	Hourly Rate	Pre-Multiplier
David Spivak (30+ Year Attorney)	116.89	\$ 950.00	\$ 111,045.50
Lauren Davis (Formerly Employed 10+ Year Attorney)	249.88	\$ 495.00	\$ 123,690.60
Jenica Leonard (Formerly Employed 15+ Year Attorney)	40.57	\$ 350.00	\$ 14,199.50
Breck Oyama (15+ Year Paralegal)	7.32	\$ 300.00	\$ 2,196.00
Lizzett Cortez (10+ Year Paralegal)	1.25	\$ 250.00	\$ 312.50
Nora Greer (15+ Year Paralegal)	9.16	\$ 250.00	\$ 2,290.00
Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	88.73	\$ 200.00	\$ 17,746.00
Stacy Aguirre (Formerly Employed 4+ year Paralegal)	3.39	\$ 200.00	\$ 678.00
Stacy Sussman (Formerly Employed 10+ Year Legal Secretary)	0.08	\$ 200.00	\$ 16.00
Emily Ly (4+ Year Paralegal)	139.26	\$ 175.00	\$ 24,370.50
Laura Solorzano (3+ Year Intake Assistant / Jr. Paralegal)	0.41	\$ 175.00	\$ 71.75
Daniela Linares (4+ Year Intake Assistant)	121	\$ 150.00	\$ 18,150.00
Henry Michael (Formerly Employed Intern)	0.17	\$ 150.00	\$ 25.50
Jennifer Garcia (1st Year Intake Assistant)	0.42	\$ 150.00	\$ 63.00
Thalia Higgins (Formerly Employed 1st Year Paralegal)	8.23	\$ 150.00	\$ 1,234.50
Grand Total	786.76		\$ 316,089.35

Firm	Total Hours	Pre-Multiplier Lodestar
The Spivak Law Firm	786.76	\$ 316,089.35
United Employees Law Group	26.50	\$ 19,212.50
Grand Total	813.26	\$ 335,301.85

Attorneys' Fees Requested	\$60,000.00
Lodestar Multiplier	0.179

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
12/22/22	Breck Oyama (15+ Year Paralegal)	fwd emails, add ph#, add SOL chain	0.08	\$ 300.00	\$ 24.00
12/27/22	Daniela Linares (4+ Year Intake Assistant)	rev intake cc, new folder in drive, saved docs. retainer to dgs for sig	0.25	\$ 150.00	\$ 37.50
12/27/22	Daniela Linares (4+ Year Intake Assistant)	saved and sent fully executed retainer agreement	0.17	\$ 150.00	\$ 25.50
12/27/22	Daniela Linares (4+ Year Intake Assistant)	saved dgs sig, email to cc re missing sig	0.17	\$ 150.00	\$ 25.50
1/17/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Spoke with Client about case	0.25	\$ 200.00	\$ 50.00
1/17/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails and SA findings	0.17	\$ 350.00	\$ 59.50
1/17/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed case emails and file, called client, emailed team	1.00	\$ 200.00	\$ 200.00
1/23/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails	0.08	\$ 350.00	\$ 28.00
1/23/23	Daniela Linares (4+ Year Intake Assistant)	email rev, call w client, calendar entry	0.17	\$ 150.00	\$ 25.50
1/23/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Worked on Prelim tasks	0.75	\$ 200.00	\$ 150.00
1/24/23	Daniela Linares (4+ Year Intake Assistant)	review pf file and arb agreement, circulated to team.l	0.25	\$ 150.00	\$ 37.50
1/25/23	Daniela Linares (4+ Year Intake Assistant)	rescheduled call to client	0.08	\$ 150.00	\$ 12.00
1/26/23	Daniela Linares (4+ Year Intake Assistant)	prep for intake, intake	1.42	\$ 150.00	\$ 213.00
1/29/23	David Spivak (30+ Year Attorney)	review file from employer	0.50	\$ 950.00	\$ 475.00
1/30/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed case emails	0.25	\$ 200.00	\$ 50.00
1/30/23	Breck Oyama (15+ Year Paralegal)	review emails/calendar, email SA tasks	0.08	\$ 300.00	\$ 24.00
1/31/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails and vitals	0.25	\$ 350.00	\$ 87.50
1/31/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed case emails	0.08	\$ 200.00	\$ 16.00
1/31/23	Laura Solorzano (3+ Year Intake Assistant / Jr. Paralegal)	review and respond to emails re retainer, fw emails to SA	0.25	\$ 175.00	\$ 43.75
1/31/23	Daniela Linares (4+ Year Intake Assistant)	email rev, email to client and team	0.25	\$ 150.00	\$ 37.50
2/1/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
2/1/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails	0.08	\$ 350.00	\$ 28.00
2/7/23	Daniela Linares (4+ Year Intake Assistant)	email rev and emails to client	0.17	\$ 150.00	\$ 25.50
2/7/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails to/from client	0.17	\$ 350.00	\$ 59.50
2/9/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email	0.08	\$ 350.00	\$ 28.00
2/9/23	Daniela Linares (4+ Year Intake Assistant)	email to cl	0.08	\$ 150.00	\$ 12.00
2/13/23	Breck Oyama (15+ Year Paralegal)	review emails/FV	0.08	\$ 300.00	\$ 24.00
2/16/23	Daniela Linares (4+ Year Intake Assistant)	email rev, call w client rec docs and witness	0.17	\$ 150.00	\$ 25.50
2/21/23	Daniela Linares (4+ Year Intake Assistant)	fwd email to team, email to client	0.08	\$ 150.00	\$ 12.00
2/21/23	Daniela Linares (4+ Year Intake Assistant)	save all docs from client, email to client, fwd to team and	0.42	\$ 150.00	\$ 63.00
2/21/23	Daniela Linares (4+ Year Intake Assistant)	saved docs to client folder	0.25	\$ 150.00	\$ 37.50
2/22/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed emails and tasks	0.08	\$ 200.00	\$ 16.00
2/22/23	Daniela Linares (4+ Year Intake Assistant)	call w client	0.17	\$ 150.00	\$ 25.50
2/24/23	Daniela Linares (4+ Year Intake Assistant)	call to cleint, schedule call for Wed	0.17	\$ 150.00	\$ 25.50
2/24/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Filling out LWDA tab for LWDA It. generation, PC w/ DL re: follow up details for LWDA letter	0.92	\$ 350.00	\$ 322.00
2/24/23	Daniela Linares (4+ Year Intake Assistant)	email rev, mtg w jl re f/u,	0.42	\$ 150.00	\$ 63.00
2/24/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Read and review client documents for drafting LWDA letter	1.75	\$ 350.00	\$ 612.50
2/24/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review CL email	0.17	\$ 350.00	\$ 59.50
2/24/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed emails	0.08	\$ 200.00	\$ 16.00
2/28/23	Daniela Linares (4+ Year Intake Assistant)	FV TASK RREV	0.17	\$ 150.00	\$ 25.50
3/1/23	Daniela Linares (4+ Year Intake Assistant)	call w client, tc w jl	0.75	\$ 150.00	\$ 112.50
3/1/23	Daniela Linares (4+ Year Intake Assistant)	notes to jl	0.08	\$ 150.00	\$ 12.00
3/1/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Sorting docs. and adding docs. to file	0.08	\$ 350.00	\$ 28.00
3/1/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	RC conv. and review of arb. agr., rev. email from CL re: phone list	0.50	\$ 350.00	\$ 175.00
3/6/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed emails	0.08	\$ 200.00	\$ 16.00
3/7/23	Breck Oyama (15+ Year Paralegal)	review emails/FV, fwd emails	0.08	\$ 300.00	\$ 24.00
3/8/23	Daniela Linares (4+ Year Intake Assistant)	drafting cell ev pres it	0.67	\$ 150.00	\$ 100.50
3/9/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed File Materials and Emails, worked on tasks, tc with DL	0.58	\$ 200.00	\$ 116.00
3/9/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Filling out FV LWDA tab, generate letter	1.00	\$ 350.00	\$ 350.00
3/9/23	Daniela Linares (4+ Year Intake Assistant)	email to team, call w ng re paga, call w sa re paga, search into enities	1.33	\$ 150.00	\$ 199.50

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
3/9/23	Nora Greer (15+ Year Paralegal)	TC with DL re PAGA searches	0.50	\$ 250.00	\$ 125.00
3/9/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	LWDA tab and Lt. edits, email to DL asking for additional research re: Kirkwood Collection, Inc. and Alex K.'s potential other holdings	2.75	\$ 350.00	\$ 962.50
3/9/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	LWDA tab and Lt. edits, email to DL asking for additional research re: Kirkwood Collection, Inc. and Alex K.'s potential other holdings	2.70	\$ 350.00	\$ 945.00
3/10/23	Daniela Linares (4+ Year Intake Assistant)	lwda paga search	0.25	\$ 150.00	\$ 37.50
3/10/23	Daniela Linares (4+ Year Intake Assistant)	tc w jl, text to client, text thread	0.17	\$ 150.00	\$ 25.50
3/10/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review DL work re: SOS of Kirkland alt. properties/ownership group. Located holding group	0.58	\$ 350.00	\$ 203.00
3/10/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed emails	0.08	\$ 200.00	\$ 16.00
3/10/23	Daniela Linares (4+ Year Intake Assistant)	text for client	0.08	\$ 150.00	\$ 12.00
3/10/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Generate and rough edit CMP	1.58	\$ 350.00	\$ 553.00
3/10/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Cont'd work on LWDA letter and updating FV w/ add'l entities.	1.67	\$ 350.00	\$ 584.50
3/13/23	Daniela Linares (4+ Year Intake Assistant)	text to cl	0.08	\$ 150.00	\$ 12.00
3/13/23	Daniela Linares (4+ Year Intake Assistant)	text w client, prep for phone call, text w jl and tc w jl. text to client	0.50	\$ 150.00	\$ 75.00
3/13/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Prep. for PC w/ CL and reschedule	0.17	\$ 350.00	\$ 59.50
3/13/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Coordinate meeting with CL and DL	0.17	\$ 350.00	\$ 59.50
3/14/23	Daniela Linares (4+ Year Intake Assistant)	text to cl	0.08	\$ 150.00	\$ 12.00
3/14/23	Daniela Linares (4+ Year Intake Assistant)	text to cl	0.08	\$ 150.00	\$ 12.00
3/14/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Edit CMP	2.00	\$ 350.00	\$ 700.00
3/15/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	pre/post mtg. w/ DL, PC w/ CL for addt. info. re: tips and breakroom.	0.58	\$ 350.00	\$ 203.00
3/15/23	Daniela Linares (4+ Year Intake Assistant)	text w client, call w client, tc w jl, calendar entry	0.25	\$ 150.00	\$ 37.50
3/15/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Proofing and finalizing LWDA lt. and CMP	3.00	\$ 350.00	\$ 1,050.00
3/15/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	RC conv. w/ DL re: call w/ client, review and edit LWDA lt.	1.30	\$ 350.00	\$ 455.00
3/15/23	Daniela Linares (4+ Year Intake Assistant)	mtg w client and jl, email rev	0.67	\$ 150.00	\$ 100.50
3/16/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewed Monterey Co. standing order	0.17	\$ 350.00	\$ 59.50
3/20/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails	0.08	\$ 350.00	\$ 28.00
3/20/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Reviewed case emails	0.08	\$ 200.00	\$ 16.00
3/21/23	Daniela Linares (4+ Year Intake Assistant)	saved and entered expense	0.08	\$ 150.00	\$ 12.00
3/21/23	Stacy Aguirre (Formerly Employed 4+ year Paralegal)	Calendared deadlines	0.08	\$ 200.00	\$ 16.00
3/21/23	Daniela Linares (4+ Year Intake Assistant)	saved verizon fax	0.08	\$ 150.00	\$ 12.00
3/21/23	Nora Greer (15+ Year Paralegal)	Review/forward verizon fax	0.08	\$ 250.00	\$ 20.00
3/22/23	Daniela Linares (4+ Year Intake Assistant)	email	0.08	\$ 150.00	\$ 12.00
3/23/23	Daniela Linares (4+ Year Intake Assistant)	fv rev	0.17	\$ 150.00	\$ 25.50
3/24/23	Daniela Linares (4+ Year Intake Assistant)	email and expense rev	0.08	\$ 150.00	\$ 12.00
3/26/23	David Spivak (30+ Year Attorney)	Review and revise LWDA notice	0.58	\$ 950.00	\$ 551.00
3/28/23	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
3/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review PF for breaks, OT/DT info.	0.58	\$ 350.00	\$ 203.00
3/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	RC disc. re: CL ODMP claim	0.08	\$ 350.00	\$ 28.00
3/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Text w/ and Prep. for PC w/ CL re: f/u schedule	0.50	\$ 350.00	\$ 175.00
3/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email from referring atty.	0.08	\$ 350.00	\$ 28.00
3/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Edit LWDA letter	0.50	\$ 350.00	\$ 175.00
3/30/23	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
3/31/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Text w/ CL re: PC, calendar review, set up meeting	0.17	\$ 350.00	\$ 59.50
4/3/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review scheduling emails	0.08	\$ 350.00	\$ 28.00
4/3/23	Daniela Linares (4+ Year Intake Assistant)	call and email to client. tc w jl	0.08	\$ 150.00	\$ 12.00
4/4/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	PC w/ SNOW re: F/U Qs	0.25	\$ 350.00	\$ 87.50
4/4/23	Daniela Linares (4+ Year Intake Assistant)	tc w jl call to witness	0.17	\$ 150.00	\$ 25.50
4/6/23	Daniela Linares (4+ Year Intake Assistant)	calendar entry, email revs	0.17	\$ 150.00	\$ 25.50

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
4/6/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Edit LWDA It., RC disc. w/ EL re: SOL	0.92	\$ 350.00	\$ 322.00
4/7/23	Breck Oyama (15+ Year Paralegal)	review emails	0.08	\$ 300.00	\$ 24.00
4/7/23	Daniela Linares (4+ Year Intake Assistant)	email rev, verizon mail rev, call w ehl.	0.42	\$ 150.00	\$ 63.00
4/12/23	Daniela Linares (4+ Year Intake Assistant)	email rev, email to team, calling witnesses - lvms. call with 2 witnesses calendar entries	0.33	\$ 150.00	\$ 49.50
4/12/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email and f/u re [REDACTED] call	0.08	\$ 350.00	\$ 28.00
4/12/23	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
4/12/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review file for SOL, email team re: F/U with [REDACTED]	0.17	\$ 350.00	\$ 59.50
4/13/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails	0.08	\$ 350.00	\$ 28.00
4/14/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/14/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email	0.08	\$ 350.00	\$ 28.00
4/17/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails	0.08	\$ 350.00	\$ 28.00
4/17/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review LWDA/CMP	0.17	\$ 350.00	\$ 59.50
4/17/23	Daniela Linares (4+ Year Intake Assistant)	rev complaint and uelg intake, interview, autho sent.	1.17	\$ 150.00	\$ 175.50
4/17/23	Daniela Linares (4+ Year Intake Assistant)	call w witness. calendar entry	0.08	\$ 150.00	\$ 12.00
4/18/23	Daniela Linares (4+ Year Intake Assistant)	call to witness, lvm	0.08	\$ 150.00	\$ 12.00
4/18/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails and scheduling	0.08	\$ 350.00	\$ 28.00
4/24/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Fixing stripped out formatting from CMP	0.83	\$ 350.00	\$ 290.50
4/25/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	BO HR re: formatting issues	0.08	\$ 350.00	\$ 28.00
4/25/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Finalizing LWDA/CMP to send to DGS	1.50	\$ 350.00	\$ 525.00
4/26/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	RC conv. w/ NG re: formatting issues	0.08	\$ 350.00	\$ 28.00
4/28/23	Daniela Linares (4+ Year Intake Assistant)	rev docs, mtg w ehl	0.42	\$ 150.00	\$ 63.00
4/30/23	David Spivak (30+ Year Attorney)	Review and revise letter to Labor & Workforce Development Agency and complaint	0.42	\$ 950.00	\$ 399.00
5/1/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Text to staff requesting SOS docs. on all LLC owned by Kirkwood	0.08	\$ 350.00	\$ 28.00
5/1/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Work on LWDA letter. Email to DL re: LLCs of other hotels to get info. from SOS on.	0.42	\$ 350.00	\$ 147.00
5/1/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review, edit LWDA Lt., update FV w/ OCs	1.25	\$ 350.00	\$ 437.50
5/2/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Correct stripped out formatting in complaint	0.42	\$ 350.00	\$ 147.00
5/2/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reconciling LWDA It. and CMP for consistency	2.00	\$ 350.00	\$ 700.00
5/2/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Finalize LWDA letter w/ new info.	0.25	\$ 350.00	\$ 87.50
5/2/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	PC w/ CL re: pre/postliminary tasks, F/U re: desk agents	0.50	\$ 350.00	\$ 175.00
5/2/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	PC w/ Daniela	0.33	\$ 350.00	\$ 115.50
5/2/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review LWDA and CMP to organize Qs for pc	0.17	\$ 350.00	\$ 59.50
5/3/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/3/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Email LWDA It. and CMP to team	0.08	\$ 350.00	\$ 28.00
5/8/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Finalize, scrub, send to EL for filing	0.50	\$ 350.00	\$ 175.00
5/10/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	RC w/ EL re: who to serve	0.17	\$ 350.00	\$ 59.50
5/10/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails to CL	0.08	\$ 350.00	\$ 28.00
5/11/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email from CL	0.08	\$ 350.00	\$ 28.00
5/11/23	Emily Ly (4+ Year Paralegal)	Reviewed complaint and LWDA. Checked Defendants' name on CA SOS. Reviewed and replied to emails.	1.33	\$ 175.00	\$ 232.75
5/11/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/18/23	Breck Oyama (15+ Year Paralegal)	add litigation chain re lwda	0.08	\$ 300.00	\$ 24.00
5/18/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/18/23	Emily Ly (4+ Year Paralegal)	Checked Def on Lexis re cases filed against them. Reviewed and replied to emails. Served LWDA notice. Reviewed local rules for Monterey.	1.67	\$ 175.00	\$ 292.25
5/18/23	Lizzett Cortez (10+ Year Paralegal)	Messages with EL re LWDA It. Reviewed.	0.17	\$ 250.00	\$ 42.50

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
5/18/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails	0.08	\$ 350.00	\$ 28.00
5/18/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewed filed docs, sent to CL	0.08	\$ 350.00	\$ 28.00
5/19/23	Breck Oyama (15+ Year Paralegal)	add deadline chain re complaint	0.17	\$ 300.00	\$ 51.00
5/19/23	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Calendared. Filed S&C.	1.17	\$ 175.00	\$ 204.75
5/19/23	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
5/22/23	Emily Ly (4+ Year Paralegal)	Circulated conformed copy of S&C. Calendared.	0.42	\$ 175.00	\$ 73.50
5/22/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review FV tasks and emails	0.08	\$ 350.00	\$ 28.00
5/23/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review emails and new FV tasks	0.08	\$ 350.00	\$ 28.00
5/23/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Draft 1AC	0.92	\$ 350.00	\$ 322.00
5/26/23	Lizzett Cortez (10+ Year Paralegal)	mt w/ EL re case	0.08	\$ 250.00	\$ 20.00
5/26/23	Daniela Linares (4+ Year Intake Assistant)	call w sos, sos task, email and tc w wjl, email rev	0.75	\$ 150.00	\$ 112.50
5/26/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
5/26/23	Laura Solorzano (3+ Year Intake Assistant / Jr. Paralegal)	Call with DL re SOS	0.08	\$ 175.00	\$ 14.00
5/26/23	Emily Ly (4+ Year Paralegal)	Downloaded USPS tracking and return receipt for LWDA. Reviewed and replied to emails. Met with LC re amended Summons. Prepped and filed Amended Summons.	0.75	\$ 175.00	\$ 131.25
6/8/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
6/9/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	REview emails	0.08	\$ 350.00	\$ 28.00
6/12/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
6/13/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing standing order for Monterey Co.	0.25	\$ 350.00	\$ 87.50
6/13/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	reviewing emails	0.08	\$ 350.00	\$ 28.00
6/14/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email	0.08	\$ 350.00	\$ 28.00
6/15/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email from CL and resp	0.08	\$ 350.00	\$ 28.00
6/15/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/15/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
6/16/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails and calendaring	0.08	\$ 350.00	\$ 28.00
6/16/23	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Prepped and served	1.67	\$ 175.00	\$ 292.25
6/19/23	Daniela Linares (4+ Year Intake Assistant)	calendar entry	0.08	\$ 150.00	\$ 12.00
6/19/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing calendaring and scheduling	0.08	\$ 350.00	\$ 28.00
6/19/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
6/19/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Update FV w/ add'l OC info.	0.08	\$ 350.00	\$ 28.00
6/19/23	Daniela Linares (4+ Year Intake Assistant)	email to client	0.08	\$ 150.00	\$ 12.00
6/19/23	David Spivak (30+ Year Attorney)	review and revise ee file; mark up arb agreement; directions to staff	0.75	\$ 950.00	\$ 712.50
6/19/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email sent to CL re: arb. agreement and the OC email re: same	0.08	\$ 350.00	\$ 28.00
6/19/23	Daniela Linares (4+ Year Intake Assistant)	call to client - lvm, email rev, email arb to client	0.17	\$ 150.00	\$ 25.50
6/20/23	Daniela Linares (4+ Year Intake Assistant)	email	0.08	\$ 150.00	\$ 12.00
6/20/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing email	0.08	\$ 350.00	\$ 28.00
6/21/23	Daniela Linares (4+ Year Intake Assistant)	organized client docs, emails rev, prep for arb intake	0.92	\$ 150.00	\$ 138.00
6/21/23	Daniela Linares (4+ Year Intake Assistant)	arb intake w client, rev emails, saved client docs, notes to team, fixed notes	1.17	\$ 150.00	\$ 175.50
6/21/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	REview CL PF and docs	1.00	\$ 350.00	\$ 350.00
6/21/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review notes from Arb. agreement discussion, arb. tab	0.42	\$ 350.00	\$ 147.00
6/21/23	Daniela Linares (4+ Year Intake Assistant)	email review, email	0.08	\$ 150.00	\$ 12.00
6/22/23	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
6/22/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/28/23	David Spivak (30+ Year Attorney)	Repair anticipated opposition to motion to compel arbitration	4.25	\$ 950.00	\$ 4,037.50
6/28/23	Daniela Linares (4+ Year Intake Assistant)	tc w team, call w client, calendar entry	0.17	\$ 150.00	\$ 25.50
6/28/23	Daniela Linares (4+ Year Intake Assistant)	email to team and client	0.08	\$ 150.00	\$ 12.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
6/28/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	reviewing emails	0.08	\$ 350.00	\$ 28.00
6/29/23	Daniela Linares (4+ Year Intake Assistant)	email rev, calls w client, notes to dgs, edit to decl	0.83	\$ 150.00	\$ 124.50
6/29/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review CL answers to Qs re: arb agreement	0.08	\$ 350.00	\$ 28.00
6/29/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing email	0.08	\$ 350.00	\$ 28.00
6/29/23	Daniela Linares (4+ Year Intake Assistant)	email to team	0.08	\$ 150.00	\$ 12.00
6/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review arb. motion	0.50	\$ 350.00	\$ 175.00
6/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review FV and docs. for info. re: Veronica Lopez	0.17	\$ 350.00	\$ 59.50
6/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review, edit, finalize 1AC in Snow	0.67	\$ 350.00	\$ 234.50
6/30/23	Daniela Linares (4+ Year Intake Assistant)	email	0.08	\$ 150.00	\$ 12.00
6/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
6/30/23	David Spivak (30+ Year Attorney)	conf call with DL re arb signing and P travel duties; revise app mx compel arb	0.33	\$ 950.00	\$ 313.50
6/30/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Review email	0.08	\$ 350.00	\$ 28.00
6/30/23	Daniela Linares (4+ Year Intake Assistant)	call w dgs, rev notes	0.17	\$ 150.00	\$ 25.50
7/3/23	Stacy Sussman (Formerly Employed 10+ Year Legal Secretary)	Enter Westlaw usage to FV	0.08	\$ 200.00	\$ 16.00
7/3/23	Jenica Leonard (Formerly Employed 15+ Year Attorney)	Reviewing emails	0.08	\$ 350.00	\$ 28.00
7/5/23	Daniela Linares (4+ Year Intake Assistant)	call w client, notes to team, email rev	0.48	\$ 150.00	\$ 72.00
7/5/23	Daniela Linares (4+ Year Intake Assistant)	calendar entry	0.08	\$ 150.00	\$ 12.00
7/6/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	reviewed email from oc, saved signed N&As to file	0.08	\$ 150.00	\$ 12.00
7/7/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	begin pos summons for n&a's rcvd	0.50	\$ 150.00	\$ 75.00
7/10/23	Breck Oyama (15+ Year Paralegal)	review emails/FV re SOP, email team tasks, update deadline chains	0.17	\$ 300.00	\$ 51.00
7/10/23	Daniela Linares (4+ Year Intake Assistant)	fwd oc email to fv	0.08	\$ 150.00	\$ 12.00
7/11/23	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
7/12/23	Breck Oyama (15+ Year Paralegal)	review POS summons and email TH	0.08	\$ 300.00	\$ 24.00
7/17/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review and reply to emails, parse pos summons docs, revise pos, draft emails to oc and client	0.42	\$ 150.00	\$ 63.00
7/17/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
7/18/23	Breck Oyama (15+ Year Paralegal)	review emails/FV, update deadline chain re SOP and POS Summons	0.17	\$ 300.00	\$ 51.00
7/24/23	David Spivak (30+ Year Attorney)	review and revise 1AC	0.25	\$ 950.00	\$ 237.50
7/26/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	cursory review of 1AC for format, parse PDF, POS	0.17	\$ 150.00	\$ 25.50
7/27/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	revised and parsed PDF, filed 1AC, met w EL	0.25	\$ 150.00	\$ 37.50
7/27/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	update date on 1AC and POS, re-parse PDF, revised draft emails to OC and CL, send for sig	0.25	\$ 150.00	\$ 37.50
7/27/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	saved efiled 1AC, circ'd w team	0.08	\$ 150.00	\$ 12.00
7/27/23	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Helped TH filed 1AC.	0.58	\$ 175.00	\$ 101.50
7/28/23	Breck Oyama (15+ Year Paralegal)	review emails/FV, update deadline chain	0.17	\$ 300.00	\$ 51.00
7/28/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
7/31/23	David Spivak (30+ Year Attorney)	prep discovery with TH	0.33	\$ 950.00	\$ 313.50
7/31/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	prep discovery w DGS	0.33	\$ 150.00	\$ 49.50
7/31/23	David Spivak (30+ Year Attorney)	review file and instructions to staff re 1AC	0.25	\$ 950.00	\$ 237.50
8/1/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	tc and emails re disc to oc, format changes, saved word and pdf docs to file	0.50	\$ 150.00	\$ 75.00
8/2/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	updated pos, updated word/pdf files w sig page, cursory review of word/pdf versions, served via email on oc	0.33	\$ 150.00	\$ 49.50
8/3/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	draft r4p and srogs for remaining defendants, review and proofread	1.17	\$ 150.00	\$ 175.50
8/4/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
8/7/23	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
8/7/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review and reply to emails, generate word doc reference for depo subs, review intake/witness tabs to populate, tc w dl re specificity	0.50	\$ 150.00	\$ 75.00
8/7/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	begin review of case; review complaint file	0.25	\$ 495.00	\$ 123.75
8/7/23	Daniela Linares (4+ Year Intake Assistant)	email to dgs re opp	0.08	\$ 150.00	\$ 12.00
8/7/23	Daniela Linares (4+ Year Intake Assistant)	call to client, lvm. tc w th	0.17	\$ 150.00	\$ 25.50
8/8/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
8/8/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	met w DGS re depo noticing	0.33	\$ 150.00	\$ 49.50
8/8/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	prep FROGS employ and gen on all def's	0.33	\$ 150.00	\$ 49.50
8/8/23	Daniela Linares (4+ Year Intake Assistant)	call w client, edits to arb decl, tc w th, email to dgs arb	0.75	\$ 150.00	\$ 112.50
8/8/23	Daniela Linares (4+ Year Intake Assistant)	review dgs redline for arb opp	0.25	\$ 150.00	\$ 37.50
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	send follow up email regarding review of draft opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform legal research regarding FAA exemptions based on engagement in interstate commerce	2.33	\$ 495.00	\$ 1,153.35
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review SCOTUS case - Southwest v. Saxon - for opposition to motion to compel arbitration	0.50	\$ 495.00	\$ 247.50
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review draft opposition to motion to compel arbitration, including declarations	0.83	\$ 495.00	\$ 410.85
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email memo to David Spivak regarding research regarding FAA exemptions based on engagement in	0.58	\$ 495.00	\$ 287.10
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding email concerning opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
8/9/23	Breck Oyama (15+ Year Paralegal)	review form rogs and email TH	0.17	\$ 300.00	\$ 51.00
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to email from David Spivak regarding research on FAA exemptions	0.08	\$ 495.00	\$ 39.60
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review facts in arbitration file regarding arbitration agreement	0.17	\$ 495.00	\$ 84.15
8/9/23	David Spivak (30+ Year Attorney)	conf with LRD to discuss FAA exemption; respond to LRD prelim research	0.58	\$ 950.00	\$ 551.00
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	engage in detailed conversation with David Spivak regarding evolving case law regarding exemptions to FAA involving stream of interstate commerce	0.58	\$ 495.00	\$ 287.10
8/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review arbitration agreement as marked up by David Spivak	0.17	\$ 495.00	\$ 84.15
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	begin legal research regarding interplay between section 2 and section 1 of FAA and interstate commerce	0.33	\$ 495.00	\$ 163.35
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform legal research regarding FAA exemptions based on engagement in interstate commerce	0.75	\$ 495.00	\$ 371.25
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	email David Spivak regarding progress on legal research	0.08	\$ 495.00	\$ 39.60
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform further legal research regarding FAA exemptions based on engagement in interstate commerce	3.25	\$ 495.00	\$ 1,608.75
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak regarding research so far on FAA exemptions	0.50	\$ 495.00	\$ 247.50
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft and send to David Spivak email memorandum of holdings from 23 cases reviewed today	0.58	\$ 495.00	\$ 287.10
8/10/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform further legal research regarding FAA exemptions based on engagement in interstate commerce	2.42	\$ 495.00	\$ 1,197.90
8/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	update research task list based on conference with David Spivak regarding FAA exemptions	0.08	\$ 495.00	\$ 39.60
8/10/23	David Spivak (30+ Year Attorney)	conf with LRD re FAA sec 1 exemption research; instructions to staff	0.58	\$ 950.00	\$ 551.00
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	update research memo regarding FAA exemptions and circulate snapshot of 43 cases to the team	0.75	\$ 495.00	\$ 371.25
8/11/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak and Henry Michael regarding FAA exemption research project on post-Saxon cases	0.42	\$ 495.00	\$ 207.90
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform legal research regarding FAA exemptions based on engagement in interstate commerce	1.75	\$ 495.00	\$ 866.25
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform further legal research regarding FAA exemptions based on engagement in interstate commerce	2.25	\$ 495.00	\$ 1,113.75
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	email David Spivak regarding call today to discuss FAA exemption research	0.08	\$ 495.00	\$ 39.60
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	further update research memo regarding FAA exemptions and circulate snapshot of 49 cases to the team	0.25	\$ 495.00	\$ 123.75
8/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak regarding additional cases from research on FAA exemptions	0.17	\$ 495.00	\$ 84.15
8/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email correspondence from David Spivak regarding intake	0.08	\$ 495.00	\$ 39.60
8/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email correspondence with Henry Michael and David Spivak regarding FAA exemption research	0.08	\$ 495.00	\$ 39.60
8/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak regarding Henry Michael spreadsheet on research on FAA exemptions	0.08	\$ 495.00	\$ 39.60
8/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	email team regarding troubleshooting on spreadsheet regarding legal research on FAA exemptions	0.08	\$ 495.00	\$ 39.60
8/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email correspondence regarding form interrogatories	0.08	\$ 495.00	\$ 39.60

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8/14/23	Breck Oyama (15+ Year Paralegal)	review emails/FV, check w/ TH re form rogs	0.08	\$ 300.00	\$ 24.00
8/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email correspondence from Thalia Higgins to client regarding discovery propounded on defedant	0.08	\$ 495.00	\$ 39.60
8/15/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
8/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email correspondence regarding discovery deadlines	0.08	\$ 495.00	\$ 39.60
8/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email correspondence regarding amended deposition notices	0.08	\$ 495.00	\$ 39.60
8/15/23	Breck Oyama (15+ Year Paralegal)	review emails, email TH tasks	0.08	\$ 300.00	\$ 24.00
8/15/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	calendared Ds response to form rogs gen and employment	0.08	\$ 150.00	\$ 12.00
8/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft and send email to team regarding legal research project progress regarding FAA exemptions	0.08	\$ 495.00	\$ 39.60
8/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak regarding next steps in the research project regarding FAA exemptions	0.08	\$ 495.00	\$ 39.60
8/15/23	Breck Oyama (15+ Year Paralegal)	review emails, email task to TH	0.08	\$ 300.00	\$ 24.00
8/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform additional research regarding FAA exemptions in post-Saxon cases, with particular analysis regarding "engagement with commerce" in FLSA jurisprudence	1.42	\$ 495.00	\$ 702.90
8/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	update and disseminate memo regarding legal research regarding FAA exemptions and analysis of post-Saxon cases that involve non-delivery workers	0.33	\$ 495.00	\$ 163.35
8/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform legal research regarding FAA exemptions by analyzing post-Saxon cases that involve non-delivery	2.67	\$ 495.00	\$ 1,321.65
8/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft and send email memo to team regarding research on FAA exemptions in post-Saxon cases, with particular analysis regarding "engagement with commerce" in FLSA	0.25	\$ 495.00	\$ 123.75
8/17/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak regarding FAA exemption research and drafting of opposition to motion to compel	0.25	\$ 495.00	\$ 123.75
8/17/23	David Spivak (30+ Year Attorney)	call with LRD re FAA section 1 cases	0.25	\$ 950.00	\$ 237.50
8/17/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	set up meeting with Henry Michael and email team regarding FAA exemption research	0.08	\$ 495.00	\$ 39.60
8/17/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and highlight key sections of notes in preparation for meeting with Henry Michael regarding FAA exemption research	0.25	\$ 495.00	\$ 123.75
8/17/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	meet with Henry Michael regarding FAA exemption research	0.50	\$ 495.00	\$ 247.50
8/18/23	Henry Michael (Formerly Employed Intern)	Sending two relevant cases to team	0.17	\$ 150.00	\$ 25.50
8/21/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	email to OC re scheduling meet and confer	0.08	\$ 150.00	\$ 12.00
8/24/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review correspondence regarding meet and confer regarding CMC	0.08	\$ 495.00	\$ 39.60
8/24/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
8/28/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
8/29/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
8/31/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review and reply to emails, check general and local rule, update calendar	0.25	\$ 150.00	\$ 37.50
8/31/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
8/31/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with David Spivak regarding motion to compel arbitration and next steps	0.08	\$ 495.00	\$ 39.60
8/31/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	email client copy of notice stay, d's mx compel arb	0.08	\$ 150.00	\$ 12.00
8/31/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review emails, save d notice stay & conformed mtc arb, update case phase in fv	0.17	\$ 150.00	\$ 25.50
9/1/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review and reply to emails, calendar call w client re arb overview and next steps	0.08	\$ 150.00	\$ 12.00
9/1/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.17	\$ 150.00	\$ 25.50
9/5/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform FAA exemptions research by reading 9th Circuit Case: Miller v. Amazon	0.08	\$ 495.00	\$ 39.60
9/5/23	Daniela Linares (4+ Year Intake Assistant)	emails from client	0.08	\$ 150.00	\$ 12.00
9/5/23	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
9/5/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
9/5/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and mark up defendants' motion to compel arbitration	0.42	\$ 495.00	\$ 207.90
9/6/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	edit opposition to motion to compel arbitration, focusing on FAA exemption section	2.00	\$ 495.00	\$ 990.00

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
9/6/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform additional research regarding FAA exemptions in post-Saxon cases	0.92	\$ 495.00	\$ 455.40
9/6/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
9/6/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	reviewed and replied to emails, reviewed case docs, saved/circ'd addtl docs	0.17	\$ 150.00	\$ 25.50
9/7/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	confer w LRD re call w CL	0.08	\$ 150.00	\$ 12.00
9/7/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	update FAA exemption section in opposition to motion to compel arbitration and circulate to team	1.83	\$ 495.00	\$ 905.85
9/7/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with Thalia Higgins regarding questions for client regarding declaration	0.08	\$ 495.00	\$ 39.60
9/7/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
9/7/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.17	\$ 150.00	\$ 25.50
9/7/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review notes from Thalia Higgins regarding information for declaration	0.08	\$ 495.00	\$ 39.60
9/7/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review client draft declaration in support of opposition to motion to compel arbitration; draft and send questions to Thalia Higgins to ask client	0.33	\$ 495.00	\$ 163.35
9/7/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	call w CL re stay/mx compel arb overview/oppo questions, review/revise call notes, circ w team	1.00	\$ 150.00	\$ 150.00
9/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review defense case management statement	0.08	\$ 495.00	\$ 39.60
9/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign CMC statement	0.08	\$ 495.00	\$ 39.60
9/11/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
9/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding joint status report deadline	0.08	\$ 495.00	\$ 39.60
9/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review draft CMC statement and confer with Thalia Higgins regarding finalization	0.25	\$ 495.00	\$ 123.75
9/12/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review emails, review and update calendar entries	0.17	\$ 150.00	\$ 25.50
9/12/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
9/12/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review filing notif, saved efiled cmc stmt to file, circ'd w team	0.08	\$ 150.00	\$ 12.00
9/13/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
9/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding draft FAA exemption section for opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
9/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review defendant's CMC statement	0.08	\$ 495.00	\$ 39.60
9/22/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding 9/26/23 CMC; review and respond to recent emails	0.17	\$ 495.00	\$ 84.15
9/22/23	Breck Oyama (15+ Year Paralegal)	email TH re jury fees	0.08	\$ 300.00	\$ 24.00
9/25/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	prep jury fees, call court re cmc, review emails and tc	0.58	\$ 150.00	\$ 87.00
9/25/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding 9/26/23 CMC	0.08	\$ 495.00	\$ 39.60
9/25/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
9/25/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign notice of posting of jury fees	0.08	\$ 495.00	\$ 39.60
9/26/23	Lizzett Cortez (10+ Year Paralegal)	Call w/ EL re case	0.33	\$ 250.00	\$ 82.50
9/26/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign updated notice of posting of jury fees	0.08	\$ 495.00	\$ 39.60
9/26/23	Emily Ly (4+ Year Paralegal)	Meeting with LC re jury fees. Served and filed Notice of Posting Jury fees.	0.50	\$ 175.00	\$ 87.50
9/27/23	Thalia Higgins (Formerly Employed 1st Year Paralegal)	review and reply to emails, enter expense, email copy to CL	0.17	\$ 150.00	\$ 25.50
10/2/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review deadlines	0.08	\$ 495.00	\$ 39.60
10/3/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
10/10/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to deadlines and emails	0.17	\$ 495.00	\$ 84.15
10/11/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding client call	0.08	\$ 495.00	\$ 39.60
10/11/23	Daniela Linares (4+ Year Intake Assistant)	call w client, calendar entry, call w lrd	0.17	\$ 150.00	\$ 25.50
10/12/23	Daniela Linares (4+ Year Intake Assistant)	call w client and lrd, email rev	0.92	\$ 150.00	\$ 138.00
10/12/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	edit current draft of opposition to motion to compel arbitration and send to paralegal team	0.42	\$ 495.00	\$ 207.90

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
10/12/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	edit notes from call with client and flag key information for incorporation into declaration ISO opposition to motion to compel arbitration	0.25	\$ 495.00	\$ 123.75
10/12/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	call client with DL to discuss key facts for declaration ISO opposition to motion to compel arbitration	0.75	\$ 495.00	\$ 371.25
10/12/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NG during office hours to coordinate preparation for filing opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
10/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG regarding status of draft of opposition to motion to compel arbitration and strategy for filing on 10/16/23	0.50	\$ 495.00	\$ 247.50
10/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NG during office hours regarding preparation for filing opposition to motion to compel arbitration	0.17	\$ 495.00	\$ 84.15
10/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	updated DGS declaration ISO opposition to motion to compel arbitration	0.42	\$ 495.00	\$ 207.90
10/13/23	Daniela Linares (4+ Year Intake Assistant)	text to cl	0.08	\$ 150.00	\$ 12.00
10/13/23	Daniela Linares (4+ Year Intake Assistant)	call w lrd and ng, review decl edits, email to client, text to client	0.75	\$ 150.00	\$ 112.50
10/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG and DL regarding client declaration ISO opposition to motion to compel arbitration	0.33	\$ 495.00	\$ 163.35
10/13/23	Nora Greer (15+ Year Paralegal)	TC with Team, TC with LRD, pull exhibits, TOA, prepare	2.25	\$ 250.00	\$ 562.50
10/13/23	Daniela Linares (4+ Year Intake Assistant)	call w client re decl, send email to team, send client decl to sign, text to client	0.42	\$ 150.00	\$ 63.00
10/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding status of opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
10/13/23	Daniela Linares (4+ Year Intake Assistant)	save docs, email to team re signed decl,	0.17	\$ 150.00	\$ 25.50
10/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	updated client declaration and MPA for opposition to motion to compel arbitration	2.75	\$ 495.00	\$ 1,361.25
10/13/23	Daniela Linares (4+ Year Intake Assistant)	call w ng, text to client	0.25	\$ 150.00	\$ 37.50
10/15/23	David Spivak (30+ Year Attorney)	review and revise opp mx compel arb	0.42	\$ 950.00	\$ 399.00
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	finalize MPA of opposition to motion to compel arbitration	0.33	\$ 495.00	\$ 163.35
10/16/23	Nora Greer (15+ Year Paralegal)	TC with LRD, review emails	0.17	\$ 250.00	\$ 42.50
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform additional revisions to MPA of opposition to motion to compel arbitration	2.50	\$ 495.00	\$ 1,237.50
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	revise opposition to motion to compel arbitration	4.00	\$ 495.00	\$ 1,980.00
10/16/23	Breck Oyama (15+ Year Paralegal)	fix margins re opp	0.17	\$ 300.00	\$ 51.00
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG regarding strategy for finalizing opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign opposition to motion to compel arbitration	0.17	\$ 495.00	\$ 84.15
10/16/23	Breck Oyama (15+ Year Paralegal)	mtg w/ NG	0.08	\$ 300.00	\$ 24.00
10/16/23	Daniela Linares (4+ Year Intake Assistant)	email rev, tc w ng	0.08	\$ 150.00	\$ 12.00
10/16/23	Daniela Linares (4+ Year Intake Assistant)	email rev, send decl to dgs for sig	0.25	\$ 150.00	\$ 37.50
10/16/23	Daniela Linares (4+ Year Intake Assistant)	email rev, tc w team rev	0.17	\$ 150.00	\$ 25.50
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG regarding updates to opposition to motion to compel arbitration; update TH regarding filing	0.17	\$ 495.00	\$ 84.15
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding edits to opposition to motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
10/16/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	finalize declaration of David Spivak in support of opposition to motion to compel arbitration for his final	0.25	\$ 495.00	\$ 123.75
10/16/23	David Spivak (30+ Year Attorney)	review and revise opp mx compel arb	1.17	\$ 950.00	\$ 1,111.50
10/16/23	Nora Greer (15+ Year Paralegal)	Calls re Opp, finalize opp, file, serve, enter expense to file, review misc. emails, staff chats	2.42	\$ 250.00	\$ 605.00
10/17/23	Daniela Linares (4+ Year Intake Assistant)	email to client	0.08	\$ 150.00	\$ 12.00
10/17/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
10/20/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review notice resetting hearing; follow up with BO and NEB regarding notices of remote appearance	0.08	\$ 495.00	\$ 39.60
10/20/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding hearing; review and respond to recent emails	0.17	\$ 495.00	\$ 84.15
10/23/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding reply to mx compel arb	0.42	\$ 495.00	\$ 207.90
10/23/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with NEB regarding tentative ruling on motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
10/23/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze and annotate reply to opposition to mx compel arbitration as well as declarations and objection in support thereof; draft follow up questions and comments to discuss with DGS during today's video	0.75	\$ 495.00	\$ 371.25
10/23/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
10/24/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive and review court Notice of Resetting Hearing; update calendar and send courtesy copy to client; calendar tentative ruling reminder.	0.42	\$ 200.00	\$ 84.00
10/24/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding rescheduled hearing regarding mx compel arb and notices of remote appearance	0.08	\$ 495.00	\$ 39.60
10/24/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive Defendant's Reply to Plaintiff's Opposition to Motion to Compel Arbitration and related documents and saved to file.	0.17	\$ 200.00	\$ 34.00
10/25/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Draft Notice of Remote Appearance re DGS.	0.25	\$ 200.00	\$ 50.00
10/26/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent email and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
11/6/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign notice to appear remotely	0.08	\$ 495.00	\$ 39.60
11/6/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Prepare Notice of Remote Appearance for LRD; send for signature; format and file.	1.00	\$ 200.00	\$ 200.00
11/6/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive conformed copy of Notice of Remote Appearance; send to OC and circulate to team.	0.25	\$ 200.00	\$ 50.00
11/6/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Respond to email regarding client interview.	0.08	\$ 200.00	\$ 16.00
11/6/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding notice of remote appearance; review recent email correspondence	0.17	\$ 495.00	\$ 84.15
11/7/23	Daniela Linares (4+ Year Intake Assistant)	email rev	0.17	\$ 150.00	\$ 25.50
11/7/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Email correspondence with BO re calendar entry; update calendar w/ appearance info.	0.17	\$ 200.00	\$ 34.00
11/7/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive Defendants Notice of Remote Appearance; save to file.	0.08	\$ 200.00	\$ 16.00
11/8/23	Breck Oyama (15+ Year Paralegal)	review emails/FV	0.33	\$ 300.00	\$ 99.00
11/8/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding 11/9/23 hearing regarding motion to compel arbitration	0.08	\$ 495.00	\$ 39.60
11/8/23	Nora Greer (15+ Year Paralegal)	Obtain and circulate TR, staff chats re same	0.17	\$ 250.00	\$ 42.50
11/8/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails and intraoffice correspondence	0.25	\$ 495.00	\$ 123.75
11/8/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with BO and NEB during OH regarding 11/9/23 hearing regarding mx compel arb	0.08	\$ 495.00	\$ 39.60
11/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze Order regarding arbitration agreement; review task assigned regarding arbitration	0.17	\$ 495.00	\$ 84.15
11/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding arb statement of claims; confer with BO and NEB during OH regarding the same	0.17	\$ 495.00	\$ 84.15
11/9/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Calendar continued hearing and related deadlines.	0.17	\$ 200.00	\$ 34.00
11/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	research procedure for arbitration demand	0.58	\$ 495.00	\$ 287.10
11/9/23	David Spivak (30+ Year Attorney)	CONF WITH LRD re arb demand	0.17	\$ 950.00	\$ 161.50
11/9/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding arbitration demand and procedure	0.17	\$ 495.00	\$ 84.15
11/13/23	Daniela Linares (4+ Year Intake Assistant)	email to client	0.17	\$ 150.00	\$ 25.50
11/13/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Check docket and Lexis for Order/Min Order; not available.	0.08	\$ 200.00	\$ 16.00
11/14/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive Lexis Nexis alert; check Lexis and docket for Order.	0.17	\$ 200.00	\$ 34.00
11/17/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
11/22/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	send article regarding amicus briefs in support of FAA exemption; circulate amicus briefs; update DGS regarding demand for arbitration	0.17	\$ 495.00	\$ 84.15
11/22/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	perform audit regarding PAGA status and report back to DGS	0.08	\$ 495.00	\$ 39.60
11/29/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding demand for arbitration	0.08	\$ 495.00	\$ 39.60
11/29/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Attempt to pull orders from Lexis and court website.	0.08	\$ 200.00	\$ 16.00
12/1/23	Daniela Linares (4+ Year Intake Assistant)	entered lexis expense	0.08	\$ 150.00	\$ 12.00
12/1/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Check lexis for availability of latest order.	0.08	\$ 200.00	\$ 16.00
12/13/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	calendar cmc statement deadline.	0.08	\$ 200.00	\$ 16.00
12/13/23	David Spivak (30+ Year Attorney)	research 1281.12; conf with LRD; email staff	0.92	\$ 950.00	\$ 874.00
12/13/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re strategy for ARB Dmd; call with NG re same.	0.25	\$ 200.00	\$ 50.00
12/13/23	Breck Oyama (15+ Year Paralegal)	review emails/FV, emails and msgs w/ team	0.25	\$ 300.00	\$ 75.00
12/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with NEB to discuss filing demand for arbitration	0.17	\$ 495.00	\$ 84.15
12/13/23	Nora Greer (15+ Year Paralegal)	TC with LRD	0.08	\$ 250.00	\$ 20.00

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
12/13/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	finalize ARB DMD for dgs signature; send for signature	0.50	\$ 200.00	\$ 100.00
12/13/23	Breck Oyama (15+ Year Paralegal)	review file and calc deadline file arb demand, circulate w/ team	0.17	\$ 300.00	\$ 51.00
12/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG regarding demand for arbitration	0.08	\$ 495.00	\$ 39.60
12/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	research issue regarding SOL and demand for arbitration (CCP section 1281.12); confer with LC via teleconference regarding the same; confer with DGS via teleconference regarding the same; draft statement of claim for	2.08	\$ 495.00	\$ 1,029.60
12/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	check for correspondence with OC and follow up with team regarding conformed copies of orders; circulate docket to team	0.17	\$ 495.00	\$ 84.15
12/13/23	Daniela Linares (4+ Year Intake Assistant)	tc w team	0.08	\$ 150.00	\$ 12.00
12/13/23	Nora Greer (15+ Year Paralegal)	Review emails, staff chats, prepare JAMS Arb demand, pull exhibits, serve OC, etc	1.33	\$ 250.00	\$ 332.50
12/13/23	Lizzett Cortez (10+ Year Paralegal)	Call w/ LRD re case and SOL. Downloaded docket and messaged.	0.42	\$ 250.00	\$ 105.00
12/13/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS edits to statement of claim in arbitration; edit document accordingly; circulate updated document to team for filing	0.67	\$ 495.00	\$ 331.65
12/14/23	Breck Oyama (15+ Year Paralegal)	mtg w/ team	0.67	\$ 300.00	\$ 201.00
12/14/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	confer with NEB regarding 11/8/23 tentative ruling and communications from OC; troubleshoot with LRD regarding Monterey Court docket and minute order retrieval	0.50	\$ 200.00	\$ 100.00
12/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze 11/8/23 tentative ruling and proposed orders sent by OC; draft email to OC regarding violation of CRC 3.1312 and circulate to team; circulate docket and meeting transcript to team; review and respond to emails from the team regarding the same	0.83	\$ 495.00	\$ 410.85
12/14/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call w/ DGS re email from court; finish setting up account; retrieve documents, save to file, send in RC and	0.25	\$ 200.00	\$ 50.00
12/14/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Team meeting re def's proposed order/tentative ruling and assignments.	0.33	\$ 200.00	\$ 66.00
12/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding 11/8/23 tentative ruling and communications from OC; troubleshoot with NEB regarding Monterey Court docket and minute order	0.50	\$ 495.00	\$ 247.50
12/14/23	Daniela Linares (4+ Year Intake Assistant)	mtg w team, email rev.	0.42	\$ 150.00	\$ 63.00
12/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email to OC regarding meet and confer regarding Plaintiff's mx reconsideration; circulate to team	0.17	\$ 495.00	\$ 84.15
12/14/23	David Spivak (30+ Year Attorney)	conf call with staff, research order on mx to compel arb	0.67	\$ 950.00	\$ 636.50
12/14/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer via videoconference with DGS and team regarding demand for arbitration and OC's email regarding Court	0.33	\$ 495.00	\$ 163.35
12/14/23	Nora Greer (15+ Year Paralegal)	Team Call, Review emails	0.33	\$ 250.00	\$ 82.50
12/14/23	Daniela Linares (4+ Year Intake Assistant)	team emails	0.08	\$ 150.00	\$ 12.00
12/14/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Review lexis and court docket for orders; call court for orders; update team on direction from court; set up court acct for dgs; follow up in team chats/emails; set up account for LRD; troubleshoot access; report to team	1.50	\$ 200.00	\$ 300.00
12/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
12/15/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review email from DGS to OC in response to contempt allegation	0.08	\$ 495.00	\$ 39.60
12/15/23	David Spivak (30+ Year Attorney)	research and email OC in response to contempt	0.50	\$ 950.00	\$ 475.00
12/18/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Update FV notes re Monterey case lookup login	0.08	\$ 200.00	\$ 16.00
12/19/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with team regarding JAMS email	0.08	\$ 495.00	\$ 39.60
12/20/23	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	receive and review correspondence from OC re pltf's ARB dmd; download exhibits and letter; combine as 1 pdf, send to team as 1 document.	0.25	\$ 200.00	\$ 50.00
12/20/23	Nora Greer (15+ Year Paralegal)	Review email and forward to team	0.08	\$ 250.00	\$ 20.00
12/27/23	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
1/2/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	F/U w/ team re Response to Challenge	0.08	\$ 200.00	\$ 16.00
1/2/24	David Spivak (30+ Year Attorney)	conf with LRD re response to Respondent's request to dismiss to AAA	1.00	\$ 950.00	\$ 950.00
1/2/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email review; calendar deadline and fwd to team; create JAMS account.	0.17	\$ 200.00	\$ 34.00

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
1/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with DGS regarding response to OC's objection to request for arbitration	0.58	\$ 495.00	\$ 287.10
1/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with DGS regarding deadline to respond to defendant's challenge regarding arbitration of class	0.08	\$ 495.00	\$ 39.60
1/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
1/4/24	David Spivak (30+ Year Attorney)	review and revise opp to dismissal at JAMS	1.08	\$ 950.00	\$ 1,026.00
1/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS edits to response to challenge to arbitration; make further edits and send to DGS; confirm exhibit list and send to NEB; circulate amended order and flag language regarding dismissal of class claims without	0.83	\$ 495.00	\$ 410.85
1/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding response to Defendant's challenge to request for arbitration	0.08	\$ 495.00	\$ 39.60
1/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Discuss response to D's Challenge for Arb with LRD.	0.08	\$ 200.00	\$ 16.00
1/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft response to respondents' challenge to demand for arbitration	1.33	\$ 495.00	\$ 658.35
1/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Compile exhibits.	1.00	\$ 200.00	\$ 200.00
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with JAMS case manager Geri re online access and set up account for LRD.	0.42	\$ 200.00	\$ 84.00
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Attempt to access JAMS website; leave vm for case manger re issues, asked for call back.	0.17	\$ 200.00	\$ 34.00
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Finalize Reply to D's Challenge for ARB.	1.50	\$ 200.00	\$ 300.00
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Chats re JAMS webiste; called Geri at JAMS for assistance; call to DL re PDF issues; emailed JAMS and OC Response/Exhibits per BO.	0.58	\$ 200.00	\$ 116.00
1/5/24	Daniela Linares (4+ Year Intake Assistant)	call and email to NEB	0.08	\$ 150.00	\$ 12.00
1/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding finalization of response to respondents' challenge to arbitration	0.25	\$ 495.00	\$ 123.75
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call w/ NG re JAMS filing.	0.17	\$ 200.00	\$ 34.00
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	emails and RC messages w/ team re response to Respondent's Challenge to ARB; format, send for signature; compile exhibits; attempt to submit to JAMS portal but portal down, emailed to Geri Yulo.	2.00	\$ 200.00	\$ 400.00
1/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review correspondence from JAMS; review email from DGS regarding inadvertent inclusion of PAGA in demand for arbitration; email JAMS and OC regarding the same	0.17	\$ 495.00	\$ 84.15
1/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re finalization of Reply to D's ARB Challenge.	0.25	\$ 200.00	\$ 50.00
1/8/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email correspondence with Geri Yulo of JAMS re technical issues with JAMS portal; upload documents to	0.17	\$ 200.00	\$ 34.00
1/9/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze OC's reply regarding challenge to Plaintiff's demand for class arbitration; review recent emails	0.17	\$ 495.00	\$ 84.15
1/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	read and circulate article re: whether trial courts may choose to stay or dismiss a case when they refer it to arbitration (Smith v. Spizzirri)	0.17	\$ 495.00	\$ 84.15
1/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar and deadlines; follow up with NEB regarding updating calendar regarding depositions	0.17	\$ 495.00	\$ 84.15
1/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding deposition schedule	0.17	\$ 495.00	\$ 84.15
1/23/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive correspondence from JAMS; resubmit Response to JAMS and reply to Geri re same; save confirmation to	0.25	\$ 200.00	\$ 50.00
1/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review correspondence from JAMS	0.08	\$ 495.00	\$ 39.60
1/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
2/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call NEB to discuss case status	0.08	\$ 495.00	\$ 39.60
2/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	respond to DGS and team regarding JAMS response regarding demand for arbitration	0.08	\$ 495.00	\$ 39.60
2/8/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email correspondence with DGS re letter from OC.	0.08	\$ 200.00	\$ 16.00
2/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive "JAMS Employment Minimum Standards" and "Notice Regarding Payments to JAMS..." save to file and	0.17	\$ 200.00	\$ 34.00
2/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email correspondence with LRD and team re JAMS invoice, save to file, confirm what fees we are responsible	0.17	\$ 200.00	\$ 34.00
2/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
2/12/24	Breck Oyama (15+ Year Paralegal)	review emails	0.08	\$ 300.00	\$ 24.00
2/14/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive and review "Notice of Intent to Arbitrate", save to file, send to team and send client a copy.	0.17	\$ 200.00	\$ 34.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
2/14/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review JAMS policy on employment arbitration minimum standards of procedural fairness; review recent	0.25	\$ 495.00	\$ 123.75
2/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding latest communication from OC and review JAMS rule 9(a)	0.08	\$ 495.00	\$ 39.60
2/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call w/ LRD re latest communication from OC and review JAMS rule 9(a).	0.08	\$ 200.00	\$ 16.00
2/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with DGS regarding individual statement of claim for arb	0.08	\$ 495.00	\$ 39.60
2/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding statement of claims and arb decision	0.08	\$ 495.00	\$ 39.60
2/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze case file and draft follow up items for call with DGS	0.08	\$ 495.00	\$ 39.60
2/20/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive documents from JAMS, save to file and send to team; discuss individual claims w/ LRD.	0.25	\$ 200.00	\$ 50.00
2/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS via videoconference regarding statement of claims and arb decision	0.08	\$ 495.00	\$ 39.60
2/21/24	David Spivak (30+ Year Attorney)	prepare for conf re arbitration; conf with LRD and NEB	0.50	\$ 950.00	\$ 475.00
2/21/24	Daniela Linares (4+ Year Intake Assistant)	linkedin message draft	0.25	\$ 150.00	\$ 37.50
2/21/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Prepare for meeting with attorneys re arbitration.	0.25	\$ 200.00	\$ 50.00
2/21/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call w/ attorneys re arbitration and case plan; prepare notes and meeting summary and send to team; f/u with DL re witnesses.	0.67	\$ 200.00	\$ 134.00
2/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and NEB via videoconference regarding arbitration	0.33	\$ 495.00	\$ 163.35
2/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with DGS and NEB regarding individual demand for arb	0.42	\$ 495.00	\$ 207.90
2/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review Law 360 article regarding Neal Bissonnette et al. v. LePage Bakeries Park St. LLC et al., case number 23-51, in the U.S. Supreme Court; disseminate to team	0.17	\$ 495.00	\$ 84.15
2/21/24	Daniela Linares (4+ Year Intake Assistant)	tc w neb, email rev	0.08	\$ 150.00	\$ 12.00
2/22/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Email correspondence with JAMS re rank/strike list; send notice to team and save to file; calendar deadline re strike list and advise team re same; draft rank/strike list letter and send to attorneys.	0.67	\$ 200.00	\$ 134.00
2/23/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	update calendar entry.	0.08	\$ 200.00	\$ 16.00
2/27/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	f/u w/ team re rank/strike list.	0.08	\$ 200.00	\$ 16.00
2/28/24	David Spivak (30+ Year Attorney)	Review and revise rank and strike list	0.33	\$ 950.00	\$ 313.50
3/1/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with NEB regarding rank and strike list	0.08	\$ 495.00	\$ 39.60
3/1/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	RC messages w/ LRD; finalize strike/rank list for signature, send to DGS for signature; receive signed doc and send to case manager; update arb tab.	0.33	\$ 200.00	\$ 66.00
3/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
3/5/24	Daniela Linares (4+ Year Intake Assistant)	email rev, email to client	0.17	\$ 150.00	\$ 25.50
3/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
3/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email correspondence w/ team re Respondent's Answer; save to file, ask DL to send to client.	0.17	\$ 200.00	\$ 34.00
3/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Save documents from JAMS; update arbitration tab with appointed Judge and case manager, update contacts, create note on activity tab re cm change, advise team.	0.50	\$ 200.00	\$ 100.00
3/12/24	Daniela Linares (4+ Year Intake Assistant)	save docs	0.08	\$ 150.00	\$ 12.00
3/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Save/enter expense of previously filed Jury Deposit; email correspondence with BO/DL re same.	0.17	\$ 200.00	\$ 34.00
3/14/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive Memorandum from Judge, save to file and send to team.	0.08	\$ 200.00	\$ 16.00
3/14/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive and save invoice for respondent and save to file.	0.08	\$ 200.00	\$ 16.00
3/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding case status	0.08	\$ 495.00	\$ 39.60
3/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to FV tasks	0.33	\$ 495.00	\$ 163.35
3/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	review and respond to team emails re arbitration.	0.08	\$ 200.00	\$ 16.00
3/20/24	Breck Oyama (15+ Year Paralegal)	review msgs, circulate article w/ team	0.17	\$ 300.00	\$ 51.00
3/27/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive and review email from JAMS re CMC dates; confer with team re atty appearing; review calendar for dates and check for conflicts, update calendar with tentative hearing times; email CM with DGS availability.	0.25	\$ 200.00	\$ 50.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
4/1/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive confirmed cmc date and calendar	0.08	\$ 200.00	\$ 16.00
4/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	RC messages with LRD re CMC/update calendar.	0.08	\$ 200.00	\$ 16.00
4/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	coordinate with NEB regarding tentative CMC	0.08	\$ 495.00	\$ 39.60
4/16/24	David Spivak (30+ Year Attorney)	`conf with LRD to prepare for conf. with arbitrator	0.33	\$ 950.00	\$ 313.50
4/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding arb	0.17	\$ 495.00	\$ 84.15
4/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re ARB.	0.17	\$ 200.00	\$ 34.00
4/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft arb schedule	0.33	\$ 495.00	\$ 163.35
4/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re ARB CMC/ARB schedule.	0.17	\$ 200.00	\$ 34.00
4/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding arb	0.33	\$ 495.00	\$ 163.35
4/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
4/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding arb	0.08	\$ 495.00	\$ 39.60
4/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call w/ LRD re discovery schedule/ARB tab.	0.08	\$ 200.00	\$ 16.00
4/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for CMC; attend CMC; send notes to team (arbitration)	1.75	\$ 495.00	\$ 866.25
4/17/24	David Spivak (30+ Year Attorney)	discuss cmc with LRD	0.25	\$ 950.00	\$ 237.50
4/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding CMC and next steps (arbitration)	0.17	\$ 495.00	\$ 84.15
4/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	F/U with LRD re hearing; review hearing notes save to file/calendar upcoming deadlines, email team.	0.58	\$ 200.00	\$ 116.00
4/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
4/22/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to FV tasks	0.08	\$ 495.00	\$ 39.60
4/24/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	check JAMS portal for Minute Order, no order.	0.08	\$ 200.00	\$ 16.00
4/25/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	JAMS notifications; review Minute Order and update calendar.	0.83	\$ 200.00	\$ 166.00
4/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review JAMS notice of hearing	0.08	\$ 495.00	\$ 39.60
5/6/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding case schedule and next steps	0.17	\$ 495.00	\$ 84.15
5/6/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call with LRD re case schedule	0.17	\$ 200.00	\$ 34.00
5/15/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	review emails and tasks, update task list.	0.17	\$ 200.00	\$ 34.00
5/16/24	Breck Oyama (15+ Year Paralegal)	review emails/calendar, email NEB tasks	0.08	\$ 300.00	\$ 24.00
5/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email review/update calendar entry re arb	0.08	\$ 200.00	\$ 16.00
5/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
5/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze mx for enforceability of arb agreement	0.08	\$ 495.00	\$ 39.60
5/24/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze mx for enforceability of arb agreement	0.25	\$ 495.00	\$ 123.75
5/28/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar and deadlines	0.08	\$ 495.00	\$ 39.60
5/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
5/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze mx regarding arbitrability; email DGS regarding analysis	1.00	\$ 495.00	\$ 495.00
5/29/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Review witness reports and f/u with DL; call with LRD re status/plan for response, fv feed.	0.25	\$ 200.00	\$ 50.00
5/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	coordinate meeting with DGS regarding opposition to mx regarding arbitrability	0.08	\$ 495.00	\$ 39.60
5/31/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding strategy for opposition to mx regarding arbitrability	0.08	\$ 495.00	\$ 39.60
6/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re opposition.	0.08	\$ 200.00	\$ 16.00
6/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding opp to mx regarding arbitrability	0.08	\$ 495.00	\$ 39.60
6/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	f/u with LRD re opposition.	0.08	\$ 200.00	\$ 16.00
6/6/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Confer with LRD re request extension for opposition.	0.17	\$ 200.00	\$ 34.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
6/6/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Request extension re opposition- call OC and leave VM; draft request, calendar new due date, review calendar re deadlines and update, receive OOO from OC and fwd request to attorney listed on OOO message.	0.58	\$ 200.00	\$ 116.00
6/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re opposition and exhibits; finalize opp, pos, email review, submit opposition to JAMS	1.17	\$ 200.00	\$ 234.00
6/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Confer with LRD re opposition, review emails.	0.17	\$ 200.00	\$ 34.00
6/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	emails, RC messages with team re extension/OC's response, send email and call oc(leave vm) update team.	0.33	\$ 200.00	\$ 66.00
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call all OCs and leave voicemails regarding extension for opposition; speak with OC's assistant regarding the same; email OC regarding the same; email JAMS case manager regarding the same	0.50	\$ 495.00	\$ 247.50
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign opposition to mx regarding arbitrability	0.08	\$ 495.00	\$ 39.60
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding extension for opposition	0.08	\$ 495.00	\$ 39.60
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding finalization of opposition to mx regarding arbitrability	0.17	\$ 495.00	\$ 84.15
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO during OH regarding opposition to mx regarding arbitrability; confer with DGS regarding the	0.17	\$ 495.00	\$ 84.15
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC and JAMS case manager regarding submission of opposition	0.08	\$ 495.00	\$ 39.60
6/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft opposition to mx regarding arbitrability	0.92	\$ 495.00	\$ 455.40
6/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review notice of motion hearing and calendar	0.08	\$ 495.00	\$ 39.60
6/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive/revview notice of mx hearing, save to file, update calendar, send to team.	0.25	\$ 200.00	\$ 50.00
6/14/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding calendar	0.17	\$ 495.00	\$ 84.15
6/17/24	Daniela Linares (4+ Year Intake Assistant)	email rev, drafted ev pres lt. call w neb	0.25	\$ 150.00	\$ 37.50
6/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Review AMC Order and revise calendar as needed, confer with LRD re deadlines.	0.42	\$ 200.00	\$ 84.00
6/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB and DL regarding witnesses and scope of discovery	0.25	\$ 495.00	\$ 123.75
6/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	finalize amended pleading and submit to jams, send to team.	0.25	\$ 200.00	\$ 50.00
6/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze declarations submitted by Respondents; review arbitration calendar; coordinate with NEB regarding deadlines; draft memo regarding scope of discovery and send to DGS for review	0.50	\$ 495.00	\$ 247.50
6/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call with DL re status	0.08	\$ 200.00	\$ 16.00
6/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email review, RC messages, call with LRD and DL re witnesses/scope of discovery, update pos, submit filing via JAMS, update team.	0.92	\$ 200.00	\$ 184.00
6/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding witnesses and scope of discovery	0.08	\$ 495.00	\$ 39.60
6/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with DL regarding witness follow up	0.08	\$ 495.00	\$ 39.60
6/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	update memo regarding scope of discovery and send to NEB for submission	0.25	\$ 495.00	\$ 123.75
6/17/24	Daniela Linares (4+ Year Intake Assistant)	Email rev, call w lrd and neb	0.33	\$ 150.00	\$ 49.50
6/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign evidence preservation letter	0.08	\$ 495.00	\$ 39.60
6/18/24	Daniela Linares (4+ Year Intake Assistant)	email oc ev pres lt, calendar, update pcm tab info	0.25	\$ 150.00	\$ 37.50
6/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Confer with LRD re ARB filings and related deadlines; receive Def's MX, save and circulate, update calendar.	0.17	\$ 200.00	\$ 34.00
6/19/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	review file, send client arb docs.	0.33	\$ 200.00	\$ 66.00
6/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
6/27/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Confer with LRD re upcoming deadlines/review calendar.	0.08	\$ 200.00	\$ 16.00
7/1/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	receive and review respondent's reply briefs and circulate.	0.25	\$ 200.00	\$ 50.00
7/1/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze evidentiary objections and MPA regarding scope of discovery submitted by Respondents; analyze reply brief regarding arbitrability	0.42	\$ 495.00	\$ 207.90
7/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
7/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
7/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	research frequency of interstate commerce to qualify for FAA exemption; report back to DGS accordingly	0.25	\$ 495.00	\$ 123.75
7/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding tentative ruling	0.08	\$ 495.00	\$ 39.60
7/8/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	further confer with LRD re hearing and prepare questions for office hours	0.08	\$ 200.00	\$ 16.00
7/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for hearing; attend hearing; circulate notes to team	1.92	\$ 495.00	\$ 950.40
7/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding today's hearing	0.08	\$ 495.00	\$ 39.60
7/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding hearing and upcoming deadlines	0.33	\$ 495.00	\$ 163.35
7/8/24	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
7/9/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	skim REDACTED personnel file produced by OC; email OC accordingly	0.17	\$ 495.00	\$ 84.15
7/9/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	meet with BO and NEB during OH regarding amendment of statement of claims and dismissal of class claims	0.08	\$ 495.00	\$ 39.60
7/10/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email review; save OC docs; email oc.	0.08	\$ 200.00	\$ 16.00
7/10/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze arb agreement of PCM and compare to Snow's arb agreement; report back to DGS accordingly	0.17	\$ 495.00	\$ 84.15
7/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
7/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) F/U with LRD re individual statement of claims due date; review file.	0.17	\$ 200.00	\$ 34.00
7/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	coordinate with NEB regarding amended statement of claims	0.08	\$ 495.00	\$ 39.60
7/18/24	Breck Oyama (15+ Year Paralegal)	review emails/calendar	0.08	\$ 300.00	\$ 24.00
7/18/24	David Spivak (30+ Year Attorney)	EMAIL REV	0.08	\$ 950.00	\$ 76.00
7/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding statement of claim	0.17	\$ 495.00	\$ 84.15
7/23/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) f/u with LRD re Amd Statement of Claims; review JAMS portal and our file re Orders, discuss with LRD.	0.17	\$ 200.00	\$ 34.00
7/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft amended statement of claim; send to DGS for review	1.67	\$ 495.00	\$ 826.65
7/24/24	Daniela Linares (4+ Year Intake Assistant)	email rev, tc w ng, sent doc for lrd sig	0.17	\$ 150.00	\$ 25.50
7/24/24	Nora Greer (15+ Year Paralegal)	ARB: Prepare POS, finalize, ocr, resize statement of claims, circulate to client, staff chats	0.50	\$ 250.00	\$ 125.00
7/24/24	Breck Oyama (15+ Year Paralegal)	finalize amended SOC for arb	1.08	\$ 300.00	\$ 324.00
7/24/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review JAMS documents; report back to team regarding submission of amended statement of claim	0.17	\$ 495.00	\$ 84.15
7/24/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	update draft statement of claim; compile exhibits; send to team accordingly	0.75	\$ 495.00	\$ 371.25
7/24/24	Daniela Linares (4+ Year Intake Assistant)	email	0.08	\$ 150.00	\$ 12.00
7/24/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO during OH regarding amended statement of claim; follow up with BO regarding formatting	0.17	\$ 495.00	\$ 84.15
7/24/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign amended statement of claim	0.08	\$ 495.00	\$ 39.60
7/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to DGS email regarding amended statement of claim	0.08	\$ 495.00	\$ 39.60
7/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding final order and depositions	0.17	\$ 495.00	\$ 84.15
7/29/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	rec'v/save final order and send to team.	0.08	\$ 200.00	\$ 16.00
7/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
7/29/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call with LRD re final order, and depositions.	0.17	\$ 200.00	\$ 34.00
8/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DL regarding PCM/witness	0.08	\$ 495.00	\$ 39.60
8/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	log into JAMS and download message from OC; forward to DGS accordingly; review recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
8/9/24	Daniela Linares (4+ Year Intake Assistant)	email rev, email to pcm - representative	0.25	\$ 150.00	\$ 37.50
8/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
8/14/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	message JAMS regarding availability for informal conference; review and respond to emails accordingly	0.17	\$ 495.00	\$ 84.15
8/14/24	Daniela Linares (4+ Year Intake Assistant)	email to client	0.08	\$ 150.00	\$ 12.00
8/14/24	Breck Oyama (15+ Year Paralegal)	save/circulate emails/docs from JAMS, update calendar	0.17	\$ 300.00	\$ 51.00
8/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with DGS and team regarding discovery topics	0.42	\$ 495.00	\$ 207.90

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
8/15/24	Daniela Linares (4+ Year Intake Assistant)	call w client, msg w ehl	0.50	\$ 150.00	\$ 75.00
8/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding arb IDC; prepare for hearing	0.83	\$ 495.00	\$ 410.85
8/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	attend hearing regarding adequacy of pleadings	0.33	\$ 495.00	\$ 163.35
8/15/24	David Spivak (30+ Year Attorney)	attend hearing with LRD re content of pleadings	0.33	\$ 950.00	\$ 313.50
8/15/24	Daniela Linares (4+ Year Intake Assistant)	emails, email to client	0.17	\$ 150.00	\$ 25.50
8/15/24	Emily Ly (4+ Year Paralegal)	Worked on arbitration discovery. Met with team re	1.25	\$ 175.00	\$ 218.75
8/15/24	Daniela Linares (4+ Year Intake Assistant)	call w ehl, email rev, team meeting	0.50	\$ 150.00	\$ 75.00
8/15/24	Daniela Linares (4+ Year Intake Assistant)	tc w ehl	0.08	\$ 150.00	\$ 12.00
8/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery	0.17	\$ 495.00	\$ 84.15
8/15/24	David Spivak (30+ Year Attorney)	call with team re discovery topics	0.42	\$ 950.00	\$ 399.00
8/15/24	David Spivak (30+ Year Attorney)	call with LRD to discuss upcoming hearing on OC's issues with SOC	0.17	\$ 950.00	\$ 161.50
8/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD re dates for ARB events/motions; update calendar as necessary; f/u scheduled re stip.	0.50	\$ 200.00	\$ 100.00
8/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery	0.08	\$ 495.00	\$ 39.60
8/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review, confer with LRD re depositions, review calendar, update tasks.	0.25	\$ 200.00	\$ 50.00
8/16/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied emails. Worked on arbitration discovery and emailed team.	1.17	\$ 175.00	\$ 204.75
8/19/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD re case status/next steps; update calendar; email review.	0.50	\$ 200.00	\$ 100.00
8/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NEB during OH regarding deadlines	0.08	\$ 495.00	\$ 39.60
8/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails regarding discovery	0.17	\$ 495.00	\$ 84.15
8/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery and next steps	0.25	\$ 495.00	\$ 123.75
8/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze notes from discovery meeting with DGS and team; edit R4Ps accordingly	0.83	\$ 495.00	\$ 410.85
8/19/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Review/update calendar re depositions.	0.67	\$ 200.00	\$ 134.00
8/20/24	David Spivak (30+ Year Attorney)	review and revise R4P in arb	0.25	\$ 950.00	\$ 237.50
8/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and edit R4Ps; review and sign R4Ps; coordinate with NEB accordingly	0.75	\$ 495.00	\$ 371.25
8/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS edits to R4Ps; revise accordingly; send to team	0.50	\$ 495.00	\$ 247.50
8/20/24	Daniela Linares (4+ Year Intake Assistant)	online search, email review, text to client	0.75	\$ 150.00	\$ 112.50
8/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding R4Ps	0.08	\$ 495.00	\$ 39.60
8/20/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Email correspondence with team re discovery; RC messages with LRD re same; review JAMS rules re discovery; review R4P's and draft for Kirkwood entities; discuss edits/signing with LRD; upload/serve via JAMS	1.75	\$ 200.00	\$ 350.00
8/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
8/21/24	Daniela Linares (4+ Year Intake Assistant)	email review, text to client, calendar entry	0.25	\$ 150.00	\$ 37.50
8/21/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Email/calendar review; review new Order/confirm dates calendared; send docs to client; draft depo notice(s); circulate emails/docs; update discovery deadline	1.67	\$ 200.00	\$ 334.00
8/21/24	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/21/24	Daniela Linares (4+ Year Intake Assistant)	email review, call w neb, texts w client, review notes	0.33	\$ 150.00	\$ 49.50
8/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review scheduling order	0.08	\$ 495.00	\$ 39.60
8/21/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	review LRD edits to depo notice, update and send to team.	0.17	\$ 200.00	\$ 34.00
8/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and approve finalized depo notice	0.08	\$ 495.00	\$ 39.60
8/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar and correspondence regarding discovery; review and edit depo notice for Infante and	0.50	\$ 495.00	\$ 247.50
8/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.08	\$ 495.00	\$ 39.60
8/21/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD re discovery and team correspondence.	0.08	\$ 200.00	\$ 16.00
8/21/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call with DL re depo dates for client and send f/u email re same	0.17	\$ 200.00	\$ 34.00
8/22/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review; finalize 2 amended soc for signature, add exhibits; resend(update sig line); update pos; bookmark, upload to jams, email team, save docs	1.10	\$ 200.00	\$ 220.00
8/22/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft second amended statement of claim; fix paragraph numbering; send to DGS and team	0.42	\$ 495.00	\$ 207.90

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
8/22/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding amended statement of claim	0.08	\$ 495.00	\$ 39.60
8/22/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign depo notices	0.08	\$ 495.00	\$ 39.60
8/22/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) f/u regarding Second Amended Statement of Claims; finalize depo notice, send for signature.	0.17	\$ 200.00	\$ 34.00
8/22/24	Daniela Linares (4+ Year Intake Assistant)	email review, call w client	0.33	\$ 150.00	\$ 49.50
8/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze discovery calendar; report back to team accordingly	0.17	\$ 495.00	\$ 84.15
8/23/24	Daniela Linares (4+ Year Intake Assistant)	call w client	0.50	\$ 150.00	\$ 75.00
8/23/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review; update calendar; save docs; confer with LRD re permissibility of RFA's propounded by OC; email DGS and team; send copies to client; save docs; RC DL/team re depo dates	0.92	\$ 200.00	\$ 184.00
8/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.25	\$ 495.00	\$ 123.75
8/23/24	Daniela Linares (4+ Year Intake Assistant)	tc w team	0.08	\$ 150.00	\$ 12.00
8/23/24	Daniela Linares (4+ Year Intake Assistant)	notes to team, email review, text to client, tc w neb re dates, oh re email to client re depo	0.58	\$ 150.00	\$ 87.00
8/23/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) RC chat with DL, LRD and the team chat; review/respond team emails; review calendar re depo	0.17	\$ 200.00	\$ 34.00
8/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence; review FV tasks; follow up further regarding discovery	0.42	\$ 495.00	\$ 207.90
8/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
8/26/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Receive/review OC's email re depositions; update team; call with LRD re same.	0.25	\$ 200.00	\$ 50.00
8/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding depositions	0.08	\$ 495.00	\$ 39.60
8/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding deposition availability	0.08	\$ 495.00	\$ 39.60
8/26/24	Daniela Linares (4+ Year Intake Assistant)	call w client, cleaned up notes, email review, email to	0.42	\$ 150.00	\$ 63.00
8/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding calendaring of depositions	0.58	\$ 495.00	\$ 287.10
8/27/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re OC's email/response, depositions; text client re alt. depositions	0.58	\$ 200.00	\$ 116.00
8/27/24	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NEB in OH regarding depo logistics	0.08	\$ 495.00	\$ 39.60
8/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS regarding depo logistics	0.17	\$ 495.00	\$ 84.15
8/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC and confer with OC regarding depo dates	0.25	\$ 495.00	\$ 123.75
8/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding depo logistics	0.33	\$ 495.00	\$ 163.35
8/28/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding depo availability	0.08	\$ 495.00	\$ 39.60
8/28/24	Daniela Linares (4+ Year Intake Assistant)	Call w lrd, email review, call to client - lvm	0.25	\$ 150.00	\$ 37.50
8/28/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding client's availability for deposition	0.17	\$ 495.00	\$ 84.15
8/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with DL regarding client depo logistics	0.08	\$ 495.00	\$ 39.60
8/29/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Receive/review respondent's answer to 2 amended soc; save/ circulate; send to client.	0.17	\$ 200.00	\$ 34.00
8/29/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review Respondents' answer to statement of claim	0.17	\$ 495.00	\$ 84.15
8/29/24	Daniela Linares (4+ Year Intake Assistant)	call to client - lvm, tc w lrd, text to client	0.17	\$ 150.00	\$ 25.50
8/30/24	Daniela Linares (4+ Year Intake Assistant)	call w client and lrd	0.25	\$ 150.00	\$ 37.50
8/30/24	Daniela Linares (4+ Year Intake Assistant)	Email	0.08	\$ 150.00	\$ 12.00
8/30/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with LRD re plan for depositions, update calendar; email/text review.	0.33	\$ 200.00	\$ 66.00
8/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with client	0.17	\$ 495.00	\$ 84.15
8/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.25	\$ 495.00	\$ 123.75
8/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS regarding depo logistics	0.17	\$ 495.00	\$ 84.15
8/30/24	Daniela Linares (4+ Year Intake Assistant)	text to client, calendar entry	0.17	\$ 150.00	\$ 25.50
8/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding client's deposition	0.08	\$ 495.00	\$ 39.60
8/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding deposition scheduling	0.33	\$ 495.00	\$ 163.35

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
8/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with client and DL	0.25	\$ 495.00	\$ 123.75
8/30/24	Daniela Linares (4+ Year Intake Assistant)	prep for call w client, call w lrd	0.33	\$ 150.00	\$ 49.50
9/3/24	Daniela Linares (4+ Year Intake Assistant)	email review	0.17	\$ 150.00	\$ 25.50
9/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
9/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD re client follow up	0.08	\$ 200.00	\$ 16.00
9/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with LRD re deposition and next steps.	0.25	\$ 200.00	\$ 50.00
9/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) text client re confirmation of depo, update calendar.	0.17	\$ 200.00	\$ 34.00
9/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review; texts with client	0.17	\$ 200.00	\$ 34.00
9/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) prepare for client call/client call	0.50	\$ 200.00	\$ 100.00
9/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding depo logistics	0.08	\$ 495.00	\$ 39.60
9/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding client follow up	0.08	\$ 495.00	\$ 39.60
9/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding depositions	0.08	\$ 495.00	\$ 39.60
9/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with BO re flights; email review, team messages	0.25	\$ 200.00	\$ 50.00
9/5/24	Breck Oyama (15+ Year Paralegal)	msgs w/ team re client travel for depo/prep, email hotel options	0.17	\$ 300.00	\$ 51.00
9/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
9/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review/update OC's contacts in FV and POS; save/circulate depo notice, update calendar, send notice to client, research rutter guide and ccp/crc re arb depo date deadlines object to notice.	0.92	\$ 200.00	\$ 184.00
9/5/24	Daniela Linares (4+ Year Intake Assistant)	email review, tc w neb	0.17	\$ 150.00	\$ 25.50
9/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	correspond with NEB regarding depo logistics	0.08	\$ 495.00	\$ 39.60
9/6/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
9/9/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding deadlines and depo logistics	0.08	\$ 495.00	\$ 39.60
9/9/24	Daniela Linares (4+ Year Intake Assistant)	tc w neb, online search, email from client	0.17	\$ 150.00	\$ 25.50
9/9/24	Daniela Linares (4+ Year Intake Assistant)	email to client	0.08	\$ 150.00	\$ 12.00
9/10/24	Daniela Linares (4+ Year Intake Assistant)	bought app, saved and entered expense, email to am and team, email to client	0.33	\$ 150.00	\$ 49.50
9/10/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
9/11/24	Daniela Linares (4+ Year Intake Assistant)	email review, team chat, tc w neb, call to client - lvm	0.17	\$ 150.00	\$ 25.50
9/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NEB during OH regarding deadline for initial exchange of information	0.08	\$ 495.00	\$ 39.60
9/11/24	Daniela Linares (4+ Year Intake Assistant)	email review, calendar	0.08	\$ 150.00	\$ 12.00
9/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar and deadlines; draft email to OC regarding deadline for initial exchange of information and send to DGS for review	0.25	\$ 495.00	\$ 123.75
9/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding deadline for initial exchange of information	0.08	\$ 495.00	\$ 39.60
9/11/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review; confer with LRD re depos/team meeting, update calendar; research flights and draft correspondence to client; confer with LRD re	1.08	\$ 200.00	\$ 216.00
9/12/24	David Spivak (30+ Year Attorney)	review combined files and mark up depo exhibits with comments and questions	2.92	\$ 950.00	\$ 2,774.00
9/12/24	Daniela Linares (4+ Year Intake Assistant)	tc w team, call w lrd and neb, email review, client docs and def docs	1.67	\$ 150.00	\$ 250.50
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO during OH regarding initial exchange of information	0.08	\$ 495.00	\$ 39.60
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding discovery and depo considerations	0.17	\$ 495.00	\$ 84.15
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze document production; review and edit depo prep outline	2.17	\$ 495.00	\$ 1,074.15
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding discovery and depo prep	0.42	\$ 495.00	\$ 207.90
9/12/24	Daniela Linares (4+ Year Intake Assistant)	call w client re text extractions, dgs exhibits	1.83	\$ 150.00	\$ 274.50
9/12/24	David Spivak (30+ Year Attorney)	conf with LRD for depo prep	1.08	\$ 950.00	\$ 1,026.00
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding discovery for deposition	0.08	\$ 495.00	\$ 39.60

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB and DL regarding depo prep	0.58	\$ 495.00	\$ 287.10
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS and team regarding call with OC	0.08	\$ 495.00	\$ 39.60
9/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding depo prep	1.08	\$ 495.00	\$ 534.60
9/12/24	Breck Oyama (15+ Year Paralegal)	review emails, send tasks to team	0.17	\$ 300.00	\$ 51.00
9/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB and DL regarding depo prep	0.42	\$ 495.00	\$ 207.90
9/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO during OH regarding depo updates	0.08	\$ 495.00	\$ 39.60
9/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding deposition discovery and initial exchanges of documents; update team accordingly	0.17	\$ 495.00	\$ 84.15
9/13/24	Daniela Linares (4+ Year Intake Assistant)	text and email to client, email review, call w team	1.00	\$ 150.00	\$ 150.00
9/13/24	Daniela Linares (4+ Year Intake Assistant)	text to client	0.08	\$ 150.00	\$ 12.00
9/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding depo and discovery	0.08	\$ 495.00	\$ 39.60
9/13/24	Daniela Linares (4+ Year Intake Assistant)	exhibits, call w team, call w client, tc w team	2.42	\$ 150.00	\$ 363.00
9/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery; email DGS regarding the same	0.17	\$ 495.00	\$ 84.15
9/16/24	Daniela Linares (4+ Year Intake Assistant)	email review, email to client	0.17	\$ 150.00	\$ 25.50
9/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding depo scheduling	0.08	\$ 495.00	\$ 39.60
9/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review supplemental disclosures from JAMS	0.08	\$ 495.00	\$ 39.60
9/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to correspondence regarding depositions; follow up with NEB and DL accordingly	0.17	\$ 495.00	\$ 84.15
9/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD re depositions and discovery responses	0.58	\$ 200.00	\$ 116.00
9/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) prepare disclosures and send to team	0.50	\$ 200.00	\$ 100.00
9/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review and analyze client file re client docs and begin preparing for production	1.50	\$ 200.00	\$ 300.00
9/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD regarding depo and discovery	0.67	\$ 200.00	\$ 134.00
9/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding depo logistics and discovery	0.67	\$ 495.00	\$ 331.65
9/18/24	David Spivak (30+ Year Attorney)	call with LRD re discovery and depositions	0.17	\$ 950.00	\$ 161.50
9/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with ARB case mgr, Olga re Ex Parte and JAMS rules; send recap to team; call with LRD	0.67	\$ 200.00	\$ 134.00
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding ex parte application and related rules	0.50	\$ 495.00	\$ 247.50
9/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) leave vm for ARB case manager, Olga.	0.08	\$ 200.00	\$ 16.00
9/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD regarding response to Ex Parte; re-review JAMS rules, drive, staff re examples	1.17	\$ 200.00	\$ 234.00
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding discovery and depositions	0.17	\$ 495.00	\$ 84.15
9/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email/RC team messages/review	0.08	\$ 200.00	\$ 16.00
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call client to discuss depo dates of availability	0.17	\$ 495.00	\$ 84.15
9/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer further with LRD and team re updates/calls with case manager, update calendar, send notes, save	0.75	\$ 200.00	\$ 150.00
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery deadlines and depo scheduling	0.33	\$ 495.00	\$ 163.35
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	correspond with team regarding OC's ex parte application to compel Plaintiff's deposition	0.08	\$ 495.00	\$ 39.60
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding response to ex parte application	0.50	\$ 495.00	\$ 247.50
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	research JAMS rules on ex parte hearings and report back to DGS	0.67	\$ 495.00	\$ 331.65
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding follow up with case manager	0.17	\$ 495.00	\$ 84.15
9/18/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB)confer with LRD regarding initial disclosures and discovery	0.50	\$ 200.00	\$ 100.00
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email to OC regarding depositions; send to DGS for review	0.50	\$ 495.00	\$ 247.50
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding initial disclosures and discovery	0.50	\$ 495.00	\$ 247.50
9/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery and depositions	0.08	\$ 495.00	\$ 39.60

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
9/19/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/respond to emails/RC messages; review and update calendar re possible depositions dates to team for conference.	0.75	\$ 200.00	\$ 150.00
9/19/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) begin shells for discovery responses	1.50	\$ 200.00	\$ 300.00
9/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for hearing regarding client depo; attend hearing; distill notes from hearing and disseminate to	2.08	\$ 495.00	\$ 1,029.60
9/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery; review calendar and deadlines regarding the same; review recent emails	0.50	\$ 495.00	\$ 247.50
9/19/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with LRD re after hearing recap and case plan re depositions/discovery	0.50	\$ 200.00	\$ 100.00
9/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to request extension for discovery deadline	0.08	\$ 495.00	\$ 39.60
9/20/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) general email/RC message review and respond	0.17	\$ 200.00	\$ 34.00
9/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.17	\$ 495.00	\$ 84.15
9/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery deadlines and timeline for responses	0.33	\$ 495.00	\$ 163.35
9/20/24	Daniela Linares (4+ Year Intake Assistant)	tc w neb, call w client - lvm	0.17	\$ 150.00	\$ 25.50
9/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO during OH regarding discovery	0.17	\$ 495.00	\$ 84.15
9/20/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS to update him regarding discovery and with a draft email to OC regarding request for discovery	0.17	\$ 495.00	\$ 84.15
9/20/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD re discovery responses and strategy for extension	0.33	\$ 200.00	\$ 66.00
9/20/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/respond to emails re extension; update calendar/lit chains; calendar call with OC and LRD, send OC RC info.	0.25	\$ 200.00	\$ 50.00
9/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill notes from call with OC and send to team	0.08	\$ 495.00	\$ 39.60
9/23/24	Daniela Linares (4+ Year Intake Assistant)	call to client, lvm. text to client	0.08	\$ 150.00	\$ 12.00
9/23/24	Daniela Linares (4+ Year Intake Assistant)	saved and forwarded client docs, ocr	0.17	\$ 150.00	\$ 25.50
9/23/24	Daniela Linares (4+ Year Intake Assistant)	text from client	0.08	\$ 150.00	\$ 12.00
9/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.08	\$ 495.00	\$ 39.60
9/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding depo dates	0.25	\$ 495.00	\$ 123.75
9/23/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC	0.25	\$ 495.00	\$ 123.75
9/25/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.42	\$ 495.00	\$ 207.90
9/25/24	Daniela Linares (4+ Year Intake Assistant)	text to client	0.08	\$ 150.00	\$ 12.00
9/25/24	Daniela Linares (4+ Year Intake Assistant)	email rev	0.08	\$ 150.00	\$ 12.00
9/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NEB in OH regarding discovery deadlines	0.08	\$ 495.00	\$ 39.60
9/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NEB in OH regarding discovery	0.08	\$ 495.00	\$ 39.60
9/26/24	Daniela Linares (4+ Year Intake Assistant)	email review, email to team	0.17	\$ 150.00	\$ 25.50
9/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding briefing deadlines	0.08	\$ 495.00	\$ 39.60
9/26/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) prepare for client call/prepare discovery responses; call with client re discovery, documents, depo	2.17	\$ 200.00	\$ 434.00
9/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.25	\$ 495.00	\$ 123.75
9/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign amended depo notice	0.08	\$ 495.00	\$ 39.60
9/27/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/respond to team emails; send box to client via excel for documents; texts with client re address/text extractions	0.50	\$ 200.00	\$ 100.00
9/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.08	\$ 495.00	\$ 39.60
9/27/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/respond to team emails and RC communications re discovery/docs	0.25	\$ 200.00	\$ 50.00
9/30/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Call with LRD re status of discovery/client docs/depo notice	0.17	\$ 200.00	\$ 34.00
9/30/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email review; save client docs, email client.	0.17	\$ 200.00	\$ 34.00
9/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.17	\$ 495.00	\$ 84.15
9/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.17	\$ 495.00	\$ 84.15
10/1/24	Daniela Linares (4+ Year Intake Assistant)	call w client, text review	0.25	\$ 150.00	\$ 37.50

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
10/1/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and NEB during OH regarding client docs	0.08	\$ 495.00	\$ 39.60
10/1/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG regarding discovery	0.25	\$ 495.00	\$ 123.75
10/1/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
10/2/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) calls with LRD re discovery	0.25	\$ 200.00	\$ 50.00
10/2/24	Daniela Linares (4+ Year Intake Assistant)	call w client	0.08	\$ 150.00	\$ 12.00
10/2/24	Daniela Linares (4+ Year Intake Assistant)	call w client, call w lrd	0.33	\$ 150.00	\$ 49.50
10/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding document production	0.17	\$ 495.00	\$ 84.15
10/2/24	Daniela Linares (4+ Year Intake Assistant)	call w client	0.08	\$ 150.00	\$ 12.00
10/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding discovery	0.08	\$ 495.00	\$ 39.60
10/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.17	\$ 495.00	\$ 84.15
10/2/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	continue drafting r4p responses/review documents/text client	1.92	\$ 200.00	\$ 384.00
10/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB and DL regarding discovery	0.17	\$ 495.00	\$ 84.15
10/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding proposed dates	0.08	\$ 495.00	\$ 39.60
10/2/24	Daniela Linares (4+ Year Intake Assistant)	tc w lrd, oh w bo, calls w fedex	0.42	\$ 150.00	\$ 63.00
10/2/24	Daniela Linares (4+ Year Intake Assistant)	review docs, email review, chat w lrd and neb	0.50	\$ 150.00	\$ 75.00
10/2/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD and DL	0.17	\$ 200.00	\$ 34.00
10/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding RFAs	1.25	\$ 495.00	\$ 618.75
10/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO, NEB, and DL during OH regarding discovery	0.17	\$ 495.00	\$ 84.15
10/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Call with LRD re RFA	1.25	\$ 200.00	\$ 250.00
10/3/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze defendant document production	1.50	\$ 495.00	\$ 742.50
10/3/24	Daniela Linares (4+ Year Intake Assistant)	organize combined file	0.58	\$ 150.00	\$ 87.00
10/3/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) continued call with LRD re RFA	0.42	\$ 200.00	\$ 84.00
10/4/24	Daniela Linares (4+ Year Intake Assistant)	email to team, tc w bo, chat w neb and client	0.17	\$ 150.00	\$ 25.50
10/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	coordinate with NEB regarding client follow up	0.08	\$ 495.00	\$ 39.60
10/4/24	Daniela Linares (4+ Year Intake Assistant)	TEXT TO CLIENT, EMAIL TO TEAM	0.17	\$ 150.00	\$ 25.50
10/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with client re imaging/discovery follow up	1.58	\$ 200.00	\$ 316.00
10/4/24	Daniela Linares (4+ Year Intake Assistant)	call w neb and client	0.42	\$ 150.00	\$ 63.00
10/6/24	Daniela Linares (4+ Year Intake Assistant)	call w client	0.58	\$ 150.00	\$ 87.00
10/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with client	0.08	\$ 495.00	\$ 39.60
10/7/24	David Spivak (30+ Year Attorney)	review and revise RFA responses	0.25	\$ 950.00	\$ 237.50
10/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding RFAs	1.00	\$ 495.00	\$ 495.00
10/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD and client; then finish call with just client re discovery and imaging text extractions	2.00	\$ 200.00	\$ 400.00
10/7/24	Daniela Linares (4+ Year Intake Assistant)	mtg w client	0.08	\$ 150.00	\$ 12.00
10/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/respond to emails; update calendar/chain re mutual extension for discovery	0.17	\$ 200.00	\$ 34.00
10/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with client and NEB regarding RFAs and discovery responses	1.50	\$ 495.00	\$ 742.50
10/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.50	\$ 495.00	\$ 247.50
10/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to grant mutual discovery extension	0.08	\$ 495.00	\$ 39.60
10/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS edits to RFAs; edit accordingly	0.50	\$ 495.00	\$ 247.50
10/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with LRD re RFA	1.50	\$ 200.00	\$ 300.00
10/8/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/respond emails; research repair for client android, text/email client.	0.50	\$ 200.00	\$ 100.00
10/8/24	Daniela Linares (4+ Year Intake Assistant)	emails to client, client docs	0.25	\$ 150.00	\$ 37.50
10/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze time records and internal memos; update RFAs accordingly; send to DGS	0.83	\$ 495.00	\$ 410.85
10/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze notes from client calls; review and respond to team emails regarding document production	0.25	\$ 495.00	\$ 123.75

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
10/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	text client regarding documents	0.08	\$ 495.00	\$ 39.60
10/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding RFAs	0.17	\$ 495.00	\$ 84.15
10/10/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with client regarding discovery	1.50	\$ 495.00	\$ 742.50
10/10/24	Daniela Linares (4+ Year Intake Assistant)	email review, email to client, call w lrd	0.58	\$ 150.00	\$ 87.00
10/10/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for client call regarding discovery	0.33	\$ 495.00	\$ 163.35
10/10/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding discovery	0.33	\$ 495.00	\$ 163.35
10/10/24	Daniela Linares (4+ Year Intake Assistant)	chat w client, email from client, calendar entry	0.17	\$ 150.00	\$ 25.50
10/10/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD and client re discovery	1.50	\$ 200.00	\$ 300.00
10/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.25	\$ 495.00	\$ 123.75
10/11/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) reiew client documents re r4p	0.67	\$ 200.00	\$ 134.00
10/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding R4Ps	0.25	\$ 495.00	\$ 123.75
10/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery extension	0.08	\$ 495.00	\$ 39.60
10/11/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re discovery(ARB) and upcoming Status Conference(class); email OC re Stip	0.42	\$ 200.00	\$ 84.00
10/11/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Call with LRD re discovery/r4p docs	0.33	\$ 200.00	\$ 66.00
10/11/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Review calendar; docket re upcoming hearing	0.17	\$ 200.00	\$ 34.00
10/11/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Email OC re Stip to Continue	0.08	\$ 200.00	\$ 16.00
10/14/24	David Spivak (30+ Year Attorney)	prepare time records template for staff guidance	0.33	\$ 950.00	\$ 313.50
10/14/24	David Spivak (30+ Year Attorney)	review and revise R4P responses	0.42	\$ 950.00	\$ 399.00
10/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails regarding client time records and meal breaks	0.17	\$ 495.00	\$ 84.15
10/15/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	review/respond to emails; extract pay and time records as separate files; prepare data to be sent to data analyst and request quote; review/revise Stip	1.17	\$ 200.00	\$ 234.00
10/15/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Confer with LRD re discovery/update discovery	0.58	\$ 200.00	\$ 116.00
10/15/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Prepare Stip to Continue CMC Pending Arb.	1.08	\$ 200.00	\$ 216.00
10/15/24	Daniela Linares (4+ Year Intake Assistant)	email to client	0.08	\$ 150.00	\$ 12.00
10/15/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Continued review/respond to further emails re data entry.	0.17	\$ 200.00	\$ 34.00
10/15/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.42	\$ 495.00	\$ 207.90
10/15/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	RC messages with LRD re discovery.	0.08	\$ 200.00	\$ 16.00
10/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with client and team regarding deposition prep and discovery	0.50	\$ 495.00	\$ 247.50
10/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Prepare for client call; confer with DL re RC link for client	0.17	\$ 200.00	\$ 34.00
10/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding discovery responses	0.08	\$ 495.00	\$ 39.60
10/16/24	Daniela Linares (4+ Year Intake Assistant)	call w lrd and neb and client, tc staff	0.25	\$ 150.00	\$ 37.50
10/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Call with LRD re discovery and prioritization of case tasks.	0.08	\$ 200.00	\$ 16.00
10/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding R4P responses	0.17	\$ 495.00	\$ 84.15
10/16/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery deadlines and game plan for completion	0.08	\$ 495.00	\$ 39.60
10/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) Review DGS comments/edits to r4p responses and update accordingly; send updated responses to team	2.08	\$ 200.00	\$ 416.00
10/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) team call with client re deposition and discovery	0.50	\$ 200.00	\$ 100.00
10/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Review/respond to emails; email OC re amended depo notice	0.17	\$ 200.00	\$ 34.00
10/16/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	call with LRD re R4P #8 and #11.	0.17	\$ 200.00	\$ 34.00
10/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	f/u with team re cmc statement for class case/email review re same	0.17	\$ 200.00	\$ 34.00
10/17/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
10/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) RC with DL re client docs	0.17	\$ 200.00	\$ 34.00
10/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) continue to gather documents for production	1.50	\$ 200.00	\$ 300.00
10/17/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) continue to gather documents for production	0.75	\$ 200.00	\$ 150.00
10/17/24	Daniela Linares (4+ Year Intake Assistant)	tc w neb, doc review	0.42	\$ 150.00	\$ 63.00
10/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding status of discovery responses	0.08	\$ 495.00	\$ 39.60
10/18/24	Daniela Linares (4+ Year Intake Assistant)	email review, exhibits	0.42	\$ 150.00	\$ 63.00
10/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	Superior Court: edit stip to continue CMC	0.33	\$ 495.00	\$ 163.35
10/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	Superior Court: edit stip to continue CMC; send to DGS for review	0.25	\$ 495.00	\$ 123.75
10/21/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding status of discovery responses	0.08	\$ 495.00	\$ 39.60
10/24/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	Superior Court: follow up with OC regarding stip to continue CMC	0.08	\$ 495.00	\$ 39.60
10/25/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	misc emails with team re client meeting; update calendar, text client	0.17	\$ 200.00	\$ 34.00
10/25/24	David Spivak (30+ Year Attorney)	Call with client about meal and rest brakes and preliminary post liminary tasks; notes to staff	1.00	\$ 950.00	\$ 950.00
10/25/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	file stip	0.17	\$ 200.00	\$ 34.00
10/25/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	email review; confer with LRD re Stip; finalize stip and send for signature; revise stip; draft pos; attempt to file; echat with Odyssey staff re fees; look up Court's fees;	1.17	\$ 200.00	\$ 234.00
10/25/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	Superior Court: review and respond to email from OC regarding stip; review recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
10/25/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	RC messages with DGS re data entry/various questions about case/documents	0.50	\$ 200.00	\$ 100.00
10/25/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	Superior Court: review and sign stip to continue CMC	0.08	\$ 495.00	\$ 39.60
10/25/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Confer with BO re rejected filing; Revise POS to include caption; scrub docs; reserve and refile	0.42	\$ 200.00	\$ 84.00
10/28/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Receive/review filed order from clerk; save/circulate; update cal/lit chain; prepare NOE & send for sig.	0.33	\$ 200.00	\$ 66.00
10/28/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	Superior Court: Review and sign notice of entry of order	0.08	\$ 495.00	\$ 39.60
10/28/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	finalize NOE for service/filing; file; circulate to team; save/enter expense; email client copy	0.25	\$ 200.00	\$ 50.00
10/28/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(State Court) recieve/review/save/circulate docs; check lexis and docket re filed copy of stip.	0.25	\$ 200.00	\$ 50.00
10/30/24	Daniela Linares (4+ Year Intake Assistant)	tc w neb	0.08	\$ 150.00	\$ 12.00
10/31/24	Daniela Linares (4+ Year Intake Assistant)	review exhibits	0.33	\$ 150.00	\$ 49.50
10/31/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review amended depo notice for Snow and follow up with NEB regarding discovery deadline	0.08	\$ 495.00	\$ 39.60
11/1/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with DL re exhibits/review	0.50	\$ 200.00	\$ 100.00
11/1/24	Daniela Linares (4+ Year Intake Assistant)	tc w neb	0.17	\$ 150.00	\$ 25.50
11/1/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding claimant's discovery responses	0.08	\$ 495.00	\$ 39.60
11/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery extension	0.08	\$ 495.00	\$ 39.60
11/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.17	\$ 495.00	\$ 84.15
11/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with DGS and LRD re discovery	0.25	\$ 200.00	\$ 50.00
11/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) f/u with attys re r4p responses and rfa; continue finalizing doc production	1.50	\$ 200.00	\$ 300.00
11/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery	0.17	\$ 495.00	\$ 84.15
11/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer w/ BO re status of time records; send to ibridge	0.17	\$ 200.00	\$ 34.00
11/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and NEB regarding discovery responses	0.25	\$ 495.00	\$ 123.75
11/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery response finalization	0.50	\$ 495.00	\$ 247.50
11/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	research JAMS rules on RFAs and provisions in arb agreement	0.17	\$ 495.00	\$ 84.15
11/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD re discovery	0.67	\$ 200.00	\$ 134.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
11/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/revise r4p responses based on directive from DGS	0.25	\$ 200.00	\$ 50.00
11/4/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) call with LRD re redactions	0.17	\$ 200.00	\$ 34.00
11/5/24	Daniela Linares (4+ Year Intake Assistant)	email review, tc w neb	0.17	\$ 150.00	\$ 25.50
11/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	finish research regarding JAMS rules and RFAs; report back to DGS and team accordingly	0.17	\$ 495.00	\$ 84.15
11/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding discovery responses	0.33	\$ 495.00	\$ 163.35
11/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with NEB regarding discovery responses	0.08	\$ 495.00	\$ 39.60
11/5/24	Daniela Linares (4+ Year Intake Assistant)	email review, online search, tc w neb	0.25	\$ 150.00	\$ 37.50
11/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to email from OC regarding new discovery deadlines and scheduling	0.08	\$ 495.00	\$ 39.60
11/5/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) confer with team re discovery; texts with client; redactions; calls/messages to DGS re approval; finalize responses; multiple calls with LRD	4.00	\$ 200.00	\$ 800.00
11/5/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding protective order	0.17	\$ 495.00	\$ 84.15
11/6/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO in OH regarding protective order	0.08	\$ 495.00	\$ 39.60
11/6/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft protective order; send to DGS for review	0.83	\$ 495.00	\$ 410.85
11/6/24	Daniela Linares (4+ Year Intake Assistant)	email	0.08	\$ 150.00	\$ 12.00
11/7/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NEB regarding next steps	0.08	\$ 495.00	\$ 39.60
11/7/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	Review/respond email from data entry; confirm number of records for analysis.	0.17	\$ 200.00	\$ 34.00
11/8/24	Daniela Linares (4+ Year Intake Assistant)	email review, tc w team	0.17	\$ 150.00	\$ 25.50
11/8/24	Daniela Linares (4+ Year Intake Assistant)	email data entry	0.08	\$ 150.00	\$ 12.00
11/8/24	Daniela Linares (4+ Year Intake Assistant)	email review, tc w team, email to data entry	0.25	\$ 150.00	\$ 37.50
11/8/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with DGS regarding protective order	0.08	\$ 495.00	\$ 39.60
11/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) review/mark for redaction client texts with GD.	1.33	\$ 200.00	\$ 266.00
11/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) finalize redaction notes; prepare email to team re progress; update team in RC chat.	0.58	\$ 200.00	\$ 116.00
11/12/24	Daniela Linares (4+ Year Intake Assistant)	redactions	0.33	\$ 150.00	\$ 49.50
11/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO, NEB, and DL during OH regarding production	0.17	\$ 495.00	\$ 84.15
11/12/24	Nazie Baharloo (Formerly Employed 5+ Year Paralegal)	(ARB) email/RC team chat review/respond; confer with LRD re PO; review document production/separate text/call log files for redaction; confer with BO, LRD and DL re redactions; prepare email for BO/DL.	1.25	\$ 200.00	\$ 250.00
11/12/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	finalize protective order draft; send to OC	0.17	\$ 495.00	\$ 84.15
11/12/24	Daniela Linares (4+ Year Intake Assistant)	redactions, email review, email to client	0.75	\$ 150.00	\$ 112.50
11/13/24	Daniela Linares (4+ Year Intake Assistant)	reviewed redactions, detailed email to team	1.33	\$ 150.00	\$ 199.50
11/14/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
11/22/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	update BO regarding discovery status	0.08	\$ 495.00	\$ 39.60
11/25/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL on case	0.33	\$ 495.00	\$ 163.35
11/25/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review emails; review calendar; prepare status report for team	0.33	\$ 495.00	\$ 163.35
11/25/24	Daniela Linares (4+ Year Intake Assistant)	call w ehl	0.17	\$ 150.00	\$ 25.50
11/25/24	Daniela Linares (4+ Year Intake Assistant)	call w ehl re case	0.25	\$ 150.00	\$ 37.50
11/25/24	Emily Ly (4+ Year Paralegal)	Call with DL about the case. Call with LRD about the case. Reviewed emails. Reviewed client docs for redactions.	1.50	\$ 175.00	\$ 262.50
11/26/24	Daniela Linares (4+ Year Intake Assistant)	call w ehl	0.17	\$ 150.00	\$ 25.50
11/26/24	Daniela Linares (4+ Year Intake Assistant)	doc review, email to dgs	0.17	\$ 150.00	\$ 25.50
11/26/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Continue to view client docs for redactions. Calls with DL.	1.67	\$ 175.00	\$ 292.25
11/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
11/27/24	Daniela Linares (4+ Year Intake Assistant)	tc w ehl, texts w client	0.17	\$ 150.00	\$ 25.50
11/27/24	Emily Ly (4+ Year Paralegal)	Reviewed emails. Call with LRD re protective order. Call from client.	0.67	\$ 175.00	\$ 117.25
11/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery	0.08	\$ 495.00	\$ 39.60
12/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review production (Plaintiff's responses to R4Ps)	0.17	\$ 495.00	\$ 84.15

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
12/2/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery, protective order, schedule, and depositions	0.33	\$ 495.00	\$ 163.35
12/2/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Call with LRD re discovery. Formatted Protective order.	0.75	\$ 175.00	\$ 131.25
12/3/24	Breck Oyama (15+ Year Paralegal)	review emails/FV, circulate conformed copies	0.17	\$ 300.00	\$ 51.00
12/4/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
12/4/24	Daniela Linares (4+ Year Intake Assistant)	tc w lrd, email review, email to client, call to client - lvm	0.17	\$ 150.00	\$ 25.50
12/4/24	Emily Ly (4+ Year Paralegal)	Reviewed emails. Updated calendar.	0.17	\$ 175.00	\$ 29.75
12/4/24	Daniela Linares (4+ Year Intake Assistant)	email to client	0.08	\$ 150.00	\$ 12.00
12/6/24	Emily Ly (4+ Year Paralegal)	Call with LRD re case. Reviewed and replied to emails.	0.33	\$ 175.00	\$ 57.75
12/6/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery and case calendar	0.17	\$ 495.00	\$ 84.15
12/9/24	Emily Ly (4+ Year Paralegal)	Reviewed emails. Call to client re depo date availability. Texted client. Updated calendar.	0.17	\$ 175.00	\$ 29.75
12/10/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Served, submitted, and circulated stipulation for protective	0.58	\$ 175.00	\$ 101.50
12/10/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign protective order	0.08	\$ 495.00	\$ 39.60
12/10/24	Nora Greer (15+ Year Paralegal)	TC with EL re Jams submission	0.17	\$ 250.00	\$ 42.50
12/11/24	Emily Ly (4+ Year Paralegal)	Reviewed emails. Calendared.	0.17	\$ 175.00	\$ 29.75
12/11/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.17	\$ 495.00	\$ 84.15
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding potential resolution	0.25	\$ 495.00	\$ 123.75
12/13/24	Daniela Linares (4+ Year Intake Assistant)	email review, saved and entered expense	0.17	\$ 150.00	\$ 25.50
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	report back to DGS regarding status of individual and representative case	0.08	\$ 495.00	\$ 39.60
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC on case	0.08	\$ 495.00	\$ 39.60
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminate notes from call with OC	0.17	\$ 495.00	\$ 84.15
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review order from Superior Court regarding representative claims	0.08	\$ 495.00	\$ 39.60
12/13/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with OC regarding negotiations	0.08	\$ 495.00	\$ 39.60
12/16/24	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.08	\$ 175.00	\$ 14.00
12/18/24	Emily Ly (4+ Year Paralegal)	Call with LRD re case.	0.25	\$ 175.00	\$ 43.75
12/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding case status and next steps	0.25	\$ 495.00	\$ 123.75
12/18/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft financial discovery letter; send to DGS for review	0.33	\$ 495.00	\$ 163.35
12/19/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Served financial discovery letter. Calendared.	0.75	\$ 175.00	\$ 131.25
12/19/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign financial discovery letter	0.08	\$ 495.00	\$ 39.60
12/26/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
12/27/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
12/27/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Left vm for client. Call from client.	0.33	\$ 175.00	\$ 57.75
12/30/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Calendar. Call with DL re depo. Call with LRD re depo. Call with	1.75	\$ 175.00	\$ 306.25
12/30/24	Daniela Linares (4+ Year Intake Assistant)	tc w ehl	0.08	\$ 150.00	\$ 12.00
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with DGS and team regarding discovery and next steps	0.50	\$ 495.00	\$ 247.50
12/30/24	Daniela Linares (4+ Year Intake Assistant)	email review, call w ehl, calendar	0.17	\$ 150.00	\$ 25.50
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding depositions	0.08	\$ 495.00	\$ 39.60
12/30/24	Daniela Linares (4+ Year Intake Assistant)	email review, call w ehl, oh with lrd and ehl	0.42	\$ 150.00	\$ 63.00
12/30/24	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Worked on objections to depo. Call with DL re serving objections.	1.58	\$ 175.00	\$ 276.50
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery	0.33	\$ 495.00	\$ 163.35
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC regarding discovery; call OC and leave voicemail	0.17	\$ 495.00	\$ 84.15
12/30/24	Daniela Linares (4+ Year Intake Assistant)	prep for call, call w team	0.58	\$ 150.00	\$ 87.00
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	review depo notice for Claimant	0.08	\$ 495.00	\$ 39.60
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL and BO in OH regarding discovery	0.25	\$ 495.00	\$ 123.75

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
12/30/24	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email to OC regarding depos; send to DGS for approval	0.17	\$ 495.00	\$ 84.15
1/2/25	Daniela Linares (4+ Year Intake Assistant)	email review, tc w team, team call, emails to oc rc details, confirming info to oc email, tc w lc	0.83	\$ 150.00	\$ 124.50
1/2/25	David Spivak (30+ Year Attorney)	call with LRD and DL about the reductions of the text messages, the relationship between each of the defendants, discovery, deposition of the plaintiff	0.75	\$ 950.00	\$ 712.50
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG and DL regarding objection to depo notice	0.08	\$ 495.00	\$ 39.60
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze calendar regarding depo dates; follow up with team accordingly	0.17	\$ 495.00	\$ 84.15
1/2/25	Daniela Linares (4+ Year Intake Assistant)	call w team, email to oc, tc w lrd, call w lrd and ng, chart	0.83	\$ 150.00	\$ 124.50
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with DL regarding depo scheduling	0.08	\$ 495.00	\$ 39.60
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO in OH regarding objection to depo notice and next steps	0.08	\$ 495.00	\$ 39.60
1/2/25	Nora Greer (15+ Year Paralegal)	TC with LRD and DL	0.08	\$ 250.00	\$ 20.00
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with NG regarding objections to depo	0.08	\$ 495.00	\$ 39.60
1/2/25	Daniela Linares (4+ Year Intake Assistant)	email review, text to client, call w lrd, tc w team	0.58	\$ 150.00	\$ 87.00
1/2/25	Daniela Linares (4+ Year Intake Assistant)	calendar entry, email review, tc w team	0.17	\$ 150.00	\$ 25.50
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding depo dates and next steps	0.33	\$ 495.00	\$ 163.35
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding depo dates and settlement negotiations; email OC to memorialize rescheduling of	0.25	\$ 495.00	\$ 123.75
1/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and DL regarding discovery and next steps	0.67	\$ 495.00	\$ 331.65
1/3/25	David Spivak (30+ Year Attorney)	call with team re redactions, depo schedule, protective order, common enterprise evidence	0.50	\$ 950.00	\$ 475.00
1/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding financial discovery	0.17	\$ 495.00	\$ 84.15
1/3/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendar.	0.17	\$ 175.00	\$ 29.75
1/3/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Team meeting re case. Posted on JAMS.	1.08	\$ 175.00	\$ 189.00
1/3/25	Daniela Linares (4+ Year Intake Assistant)	website reviews, saved docs, call w team, email to team the transcript	1.25	\$ 150.00	\$ 187.50
1/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze order regarding discovery; analyze status of discovery propounded and received; analyze sampling of Claimant's production; draft memo and circulate to	1.33	\$ 495.00	\$ 658.35
1/3/25	Daniela Linares (4+ Year Intake Assistant)	calendar entry, call w ehl	0.17	\$ 150.00	\$ 25.50
1/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery and draft email to arbitrator regarding protective order	0.17	\$ 495.00	\$ 84.15
1/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call with team re redactions, depo schedule, protective order, common enterprise evidence	0.50	\$ 495.00	\$ 247.50
1/6/25	Daniela Linares (4+ Year Intake Assistant)	online search, review transcript	0.25	\$ 150.00	\$ 37.50
1/7/25	Daniela Linares (4+ Year Intake Assistant)	reviewed hotel articles, sent for dgs rev	0.25	\$ 150.00	\$ 37.50
1/9/25	Daniela Linares (4+ Year Intake Assistant)	review exhibits, emails, tc w ehl	0.33	\$ 150.00	\$ 49.50
1/9/25	Emily Ly (4+ Year Paralegal)	Reviewed redactions.	0.17	\$ 175.00	\$ 29.75
1/10/25	Emily Ly (4+ Year Paralegal)	Reviewed emails. Messages with team. Call with client.	0.25	\$ 175.00	\$ 43.75
1/10/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with team regarding client depo availability	0.08	\$ 495.00	\$ 39.60
1/10/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding next steps	0.08	\$ 495.00	\$ 39.60
1/10/25	Daniela Linares (4+ Year Intake Assistant)	review tc w team	0.08	\$ 150.00	\$ 12.00
1/13/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.17	\$ 175.00	\$ 29.75
1/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding potential call regarding discovery and depo scheduling	0.08	\$ 495.00	\$ 39.60
1/14/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed redactions. Saved documents. Calendared.	1.67	\$ 175.00	\$ 292.25
1/14/25	Daniela Linares (4+ Year Intake Assistant)	tc w team, calendar tentative, email to oc, email review	0.25	\$ 150.00	\$ 37.50
1/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	type up notes from call with OC and send to team	0.17	\$ 495.00	\$ 84.15
1/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails; confer with EHL regarding next steps	0.25	\$ 495.00	\$ 123.75
1/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC regarding depos and discovery; review calendar; review draft stip regarding briefing	0.50	\$ 495.00	\$ 247.50
1/15/25	Emily Ly (4+ Year Paralegal)	Reviewed emails and calendared.	0.25	\$ 175.00	\$ 43.75
1/15/25	Daniela Linares (4+ Year Intake Assistant)	email review, calendar entry edit, email to oc, email to client, tc w ehl	0.17	\$ 150.00	\$ 25.50
1/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to confirm discovery extension	0.08	\$ 495.00	\$ 39.60

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
1/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding depo scheduling and discovery	0.25	\$ 495.00	\$ 123.75
1/16/25	Daniela Linares (4+ Year Intake Assistant)	review texts w client	0.08	\$ 150.00	\$ 12.00
1/16/25	Emily Ly (4+ Year Paralegal)	Reviewed emails and texted client.	0.08	\$ 175.00	\$ 14.00
1/16/25	Emily Ly (4+ Year Paralegal)	Call with client.	0.08	\$ 175.00	\$ 14.00
1/27/25	Daniela Linares (4+ Year Intake Assistant)	Review emails, review docs, tc w team	0.25	\$ 150.00	\$ 37.50
1/28/25	David Spivak (30+ Year Attorney)	review and mark up depo exhibits; instructions to staff	3.50	\$ 950.00	\$ 3,325.00
1/28/25	Emily Ly (4+ Year Paralegal)	Calendared.	0.17	\$ 175.00	\$ 29.75
1/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review deposition calendar; email EHL regarding depositions of Nancy Infante and Veronica Lopez	0.17	\$ 495.00	\$ 84.15
1/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	respond to OC regarding briefing schedule	0.08	\$ 495.00	\$ 39.60
1/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO in OH regarding deposition scheduling; confer with EHL regarding discovery responses, depo scheduling, and next steps	0.50	\$ 495.00	\$ 247.50
1/30/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Discussed case with LRD re discovery.	0.75	\$ 175.00	\$ 131.25
1/31/25	Daniela Linares (4+ Year Intake Assistant)	redacted text	0.08	\$ 150.00	\$ 12.00
1/31/25	Daniela Linares (4+ Year Intake Assistant)	calls w ehl re case, client docs	1.33	\$ 150.00	\$ 199.50
1/31/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and revise RFAs	0.67	\$ 495.00	\$ 331.65
1/31/25	Emily Ly (4+ Year Paralegal)	Continue to work on redactions for document production. Calls to DL re document production. Calls to LRD re discovery responses. Reviewed emails.	3.00	\$ 175.00	\$ 525.00
1/31/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review R4Ps; confer further with EHL regarding discovery responses and production	0.58	\$ 495.00	\$ 287.10
1/31/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery responses	0.33	\$ 495.00	\$ 163.35
1/31/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl re docs	0.50	\$ 150.00	\$ 75.00
1/31/25	Daniela Linares (4+ Year Intake Assistant)	ocr docs	0.58	\$ 150.00	\$ 87.00
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	edit and finalize RFA responses; send to DGS and EHL	0.33	\$ 495.00	\$ 163.35
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confirm documents responsive to RFAs	0.25	\$ 495.00	\$ 123.75
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding status of discovery	0.08	\$ 495.00	\$ 39.60
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding discovery responses	0.25	\$ 495.00	\$ 123.75
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze R4Ps and include references to doc production	2.25	\$ 495.00	\$ 1,113.75
2/3/25	Daniela Linares (4+ Year Intake Assistant)	tc w team, review messages, calls and tc w ehl	0.25	\$ 150.00	\$ 37.50
2/3/25	Nora Greer (15+ Year Paralegal)	TC with EL	0.17	\$ 250.00	\$ 42.50
2/3/25	Daniela Linares (4+ Year Intake Assistant)	redactions	1.25	\$ 150.00	\$ 187.50
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to request mutual discovery extension	0.08	\$ 495.00	\$ 39.60
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding status of discovery	0.08	\$ 495.00	\$ 39.60
2/3/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
2/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery responses	0.33	\$ 495.00	\$ 163.35
2/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL to finalize discovery responses	0.25	\$ 495.00	\$ 123.75
2/4/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
2/4/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Met with LRD re discovery responses. Call with client. Review discovery	1.67	\$ 175.00	\$ 292.25
2/4/25	Daniela Linares (4+ Year Intake Assistant)	review emails, call w ehl	0.25	\$ 150.00	\$ 37.50
2/5/25	Emily Ly (4+ Year Paralegal)	Continue to review and edit discovery responses with LRD. Call to client. Reviewed and replied to emails.	3.92	\$ 175.00	\$ 686.00
2/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign RFAs	0.08	\$ 495.00	\$ 39.60
2/5/25	Lizzett Cortez (10+ Year Paralegal)	call w/ EL re admissions format	0.25	\$ 250.00	\$ 62.50
2/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign R4Ps and RFAs	0.17	\$ 495.00	\$ 84.15
2/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review discovery correspondence from client	0.08	\$ 495.00	\$ 39.60
2/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding R4P responses	0.33	\$ 495.00	\$ 163.35
2/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	grant extension to OC regarding discovery	0.08	\$ 495.00	\$ 39.60
2/5/25	Daniela Linares (4+ Year Intake Assistant)	email, tc w team	0.08	\$ 150.00	\$ 12.00
2/5/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl, review docs, text to client	0.33	\$ 150.00	\$ 49.50

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
2/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery responses and production	0.42	\$ 495.00	\$ 207.90
2/6/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze depo calendar; send DGS report regarding depo schedule	0.08	\$ 495.00	\$ 39.60
2/6/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar; review and respond to recent emails	0.17	\$ 495.00	\$ 84.15
2/7/25	Nora Greer (15+ Year Paralegal)	TC with EL re Jams	0.17	\$ 250.00	\$ 42.50
2/7/25	Daniela Linares (4+ Year Intake Assistant)	Email review, search online for def addresses	0.42	\$ 150.00	\$ 63.00
2/7/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Served discovery.	0.92	\$ 175.00	\$ 161.00
2/10/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.17	\$ 150.00	\$ 25.50
2/10/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Calendared.	0.42	\$ 175.00	\$ 73.50
2/10/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
2/12/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Calendared.	0.25	\$ 175.00	\$ 43.75
2/12/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar; email JAMS regarding availability	0.17	\$ 495.00	\$ 84.15
2/13/25	Daniela Linares (4+ Year Intake Assistant)	email review, business search	0.42	\$ 150.00	\$ 63.00
2/13/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Worked on summary of discovery responses.	1.33	\$ 175.00	\$ 232.75
2/13/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for hearing; attend hearing; circulate notes to team	1.00	\$ 495.00	\$ 495.00
2/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS regarding Respondents' discovery responses; review recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
2/14/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Did summaries for discovery responses. Updated calendar.	2.25	\$ 175.00	\$ 393.75
2/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC following call regarding production; email team with update regarding the same	0.08	\$ 495.00	\$ 39.60
2/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and EHL in OH regarding Respondents' discovery responses	0.17	\$ 495.00	\$ 84.15
2/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC regarding Respondents' production	0.08	\$ 495.00	\$ 39.60
2/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails regarding discovery responses	0.17	\$ 495.00	\$ 84.15
2/20/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Circulated responsive documents.	0.58	\$ 175.00	\$ 101.50
2/24/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
2/26/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Prepped second amended depo notices.	0.75	\$ 175.00	\$ 131.25
2/27/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
2/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign depo notices to Ms. Lopez and Ms. Infante	0.08	\$ 495.00	\$ 39.60
2/28/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Served and circulated second amended depo notice.	0.75	\$ 175.00	\$ 131.25
3/1/25	David Spivak (30+ Year Attorney)	analyze time and payroll records; email staff	2.58	\$ 950.00	\$ 2,451.00
3/3/25	Daniela Linares (4+ Year Intake Assistant)	prep for call, review email, team mtg	1.17	\$ 150.00	\$ 175.50
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	meet and confer with OC regarding transaction records and R4Ps	0.25	\$ 495.00	\$ 123.75
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminate notes from call with OC	0.25	\$ 495.00	\$ 123.75
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding discovery	0.25	\$ 495.00	\$ 123.75
3/3/25	Daniela Linares (4+ Year Intake Assistant)	exhibits, call w client	0.92	\$ 150.00	\$ 138.00
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft meet and confer letter regarding R4Ps	1.25	\$ 495.00	\$ 618.75
3/3/25	David Spivak (30+ Year Attorney)	call with LTRD re M&C with OC re transaction records	0.17	\$ 950.00	\$ 161.50
3/3/25	David Spivak (30+ Year Attorney)	depo prep	2.00	\$ 950.00	\$ 1,900.00
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery	0.17	\$ 495.00	\$ 84.15
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS, EHL, and DL regarding discovery	0.75	\$ 495.00	\$ 371.25
3/3/25	David Spivak (30+ Year Attorney)	analyze client time records	0.92	\$ 950.00	\$ 874.00
3/3/25	Daniela Linares (4+ Year Intake Assistant)	review docs, tc w team, email from uelg, updated fv, tc w ehl, calendar	0.42	\$ 150.00	\$ 63.00
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for team meeting regarding discovery	0.50	\$ 495.00	\$ 247.50
3/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding meet and confer regarding R4Ps	0.17	\$ 495.00	\$ 84.15
3/3/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Team meeting re depositions and discovery. Call with DL re depo exhibits. Work on depo exhibits. Call with client.	3.00	\$ 175.00	\$ 525.00
3/3/25	Daniela Linares (4+ Year Intake Assistant)	location addresses, meetingw ehl, review exhibits	1.42	\$ 150.00	\$ 213.00
3/3/25	David Spivak (30+ Year Attorney)	conf with staff	0.56	\$ 950.00	\$ 532.00
3/4/25	Daniela Linares (4+ Year Intake Assistant)	exhibits, tc w ehl	0.33	\$ 150.00	\$ 49.50

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
3/4/25	Daniela Linares (4+ Year Intake Assistant)	exhibits, emails	0.33	\$ 150.00	\$ 49.50
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	update draft meet and confer letter; send to DGS	1.25	\$ 495.00	\$ 618.75
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding depo schedule and discovery dispute	0.17	\$ 495.00	\$ 84.15
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding JAMS rules regarding IDCs	0.17	\$ 495.00	\$ 84.15
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS edits to meet and confer email; update accordingly and send to OC	0.25	\$ 495.00	\$ 123.75
3/4/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl, call w client, email review	0.50	\$ 150.00	\$ 75.00
3/4/25	Daniela Linares (4+ Year Intake Assistant)	email review, exhibits	0.67	\$ 150.00	\$ 100.50
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding depo schedule	0.17	\$ 495.00	\$ 84.15
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to OC email regarding R4Ps	0.58	\$ 495.00	\$ 287.10
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	research JAMS rules regarding discovery disputes	0.17	\$ 495.00	\$ 84.15
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	further analyze R4P responses by Respondents	0.75	\$ 495.00	\$ 371.25
3/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC and leave voicemail	0.08	\$ 495.00	\$ 39.60
3/4/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl, exhibits	0.83	\$ 150.00	\$ 124.50
3/4/25	David Spivak (30+ Year Attorney)	prepare meal and rest break pocket brief	0.67	\$ 950.00	\$ 636.50
3/4/25	David Spivak (30+ Year Attorney)	review LRD meet and confer re electroni records	0.25	\$ 950.00	\$ 237.50
3/4/25	David Spivak (30+ Year Attorney)	prepare depo exhibits	2.25	\$ 950.00	\$ 2,137.50
3/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft and send follow up meet and confer email to OC regarding production and depositions	1.00	\$ 495.00	\$ 495.00
3/5/25	Emily Ly (4+ Year Paralegal)	Calls with DL re depo exhibits. Calls with LRD re depo and discovery responses. Reviewed and replied to emails. Worked on depo exhibits. Call with LRD and DGS.	4.17	\$ 175.00	\$ 729.75
3/5/25	Daniela Linares (4+ Year Intake Assistant)	exhibits	0.42	\$ 150.00	\$ 63.00
3/5/25	Emily Ly (4+ Year Paralegal)	Reviewed emails. Texted client. Updated calendar.	0.17	\$ 175.00	\$ 29.75
3/6/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding meet and confer; review and respond to OC's follow up email regarding the same	0.08	\$ 495.00	\$ 39.60
3/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email team with update regarding meet and confer with OC regarding R4Ps	0.08	\$ 495.00	\$ 39.60
3/7/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.25	\$ 175.00	\$ 43.75
3/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	meet and confer with OC regarding R4Ps	0.58	\$ 495.00	\$ 287.10
3/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for meet and confer regarding R4Ps	0.25	\$ 495.00	\$ 123.75
3/10/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
3/10/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.08	\$ 175.00	\$ 14.00
3/13/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	check JAMS messages	0.08	\$ 495.00	\$ 39.60
3/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery and verifications	0.17	\$ 495.00	\$ 84.15
3/14/25	Emily Ly (4+ Year Paralegal)	Spoke to LRD re discovery and verifications.	0.17	\$ 175.00	\$ 29.75
3/17/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Post message on JAMS.	0.42	\$ 175.00	\$ 73.50
3/17/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	coordinate with team regarding scheduling of IDC	0.08	\$ 495.00	\$ 39.60
3/17/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding withdrawal of Claimant's depo notices	0.08	\$ 495.00	\$ 39.60
3/18/25	Daniela Linares (4+ Year Intake Assistant)	emails	0.08	\$ 150.00	\$ 12.00
3/18/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
3/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft IDC statement	0.50	\$ 495.00	\$ 247.50
3/19/25	Emily Ly (4+ Year Paralegal)	Reviewed and and replied to emails. Saved docs.	0.17	\$ 175.00	\$ 29.75
3/20/25	David Spivak (30+ Year Attorney)	conf with LRD re hearing with judge on discovery	0.25	\$ 950.00	\$ 237.50
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign IDC statement	0.08	\$ 495.00	\$ 39.60
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	attend IDC with Judge Lucky	1.67	\$ 495.00	\$ 826.65
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	finish drafting IDC statement; send to DGS	1.08	\$ 495.00	\$ 534.60
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminate notes from IDC	0.25	\$ 495.00	\$ 123.75
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS to recap IDC	0.17	\$ 495.00	\$ 84.15
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding IDC statement	0.25	\$ 495.00	\$ 123.75
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to request extension regarding mx compel R4P set 1	0.08	\$ 495.00	\$ 39.60

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for IDC	0.92	\$ 495.00	\$ 455.40
3/20/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Submitted IDC statement. Calls with LRD.	1.00	\$ 175.00	\$ 175.00
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding finalization and submission of IDC statement	0.08	\$ 495.00	\$ 39.60
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review IDC correspondence from OC	0.17	\$ 495.00	\$ 84.15
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	update IDC statement and send to EHL for finalization	0.25	\$ 495.00	\$ 123.75
3/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding meet and confer correspondence and next steps	0.33	\$ 495.00	\$ 163.35
3/21/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
3/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery and next steps	0.17	\$ 495.00	\$ 84.15
3/21/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendar.	0.08	\$ 175.00	\$ 14.00
3/24/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding depo availability of client	0.08	\$ 495.00	\$ 39.60
3/25/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Texted client.	0.17	\$ 175.00	\$ 29.75
3/25/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
3/26/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
3/27/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review depo calendar	0.17	\$ 495.00	\$ 84.15
3/27/25	Emily Ly (4+ Year Paralegal)	Work on depo exhibits.	0.67	\$ 175.00	\$ 117.25
3/28/25	Emily Ly (4+ Year Paralegal)	Worked on depo exhibits.	1.08	\$ 175.00	\$ 189.00
3/31/25	Emily Ly (4+ Year Paralegal)	Continued to work on depo exhibits.	1.08	\$ 175.00	\$ 189.00
3/31/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl	0.08	\$ 150.00	\$ 12.00
4/1/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding meet and confer	0.08	\$ 495.00	\$ 39.60
4/2/25	Daniela Linares (4+ Year Intake Assistant)	tc w ehl	0.08	\$ 150.00	\$ 12.00
4/2/25	Daniela Linares (4+ Year Intake Assistant)	rev exhibits, tc w ehl	0.58	\$ 150.00	\$ 87.00
4/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminate detailed notes from call with OC	0.50	\$ 495.00	\$ 247.50
4/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding discovery, mx deadlines, and financial docs	0.75	\$ 495.00	\$ 371.25
4/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC; confer with EHL regarding the same	0.33	\$ 495.00	\$ 163.35
4/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS email regarding hotel article and read article; download hotel acquisitions article; circulate to team	0.17	\$ 495.00	\$ 84.15
4/7/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/8/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved doc. Calendared.	0.33	\$ 175.00	\$ 57.75
4/10/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/10/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding stip regarding proposed briefing schedule	0.08	\$ 495.00	\$ 39.60
4/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding deadlines and depo schedule	0.17	\$ 495.00	\$ 84.15
4/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft and send email to OC regarding new motions schedule	0.17	\$ 495.00	\$ 84.15
4/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review correspondence from OC	0.08	\$ 495.00	\$ 39.60
4/15/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Posted message on message board.	0.33	\$ 175.00	\$ 57.75
4/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding motions schedule	0.08	\$ 495.00	\$ 39.60
4/18/25	Emily Ly (4+ Year Paralegal)	Reviewed emails.	0.25	\$ 175.00	\$ 43.75
4/18/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding extension for request for production set 1	0.08	\$ 495.00	\$ 39.60
4/21/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review deposition calendar and case calendar	0.17	\$ 495.00	\$ 84.15
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL and client regarding depo scheduling	0.50	\$ 495.00	\$ 247.50
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS regarding depo scheduling	0.08	\$ 495.00	\$ 39.60
4/22/25	Emily Ly (4+ Year Paralegal)	Call with client and LRD. Reviewed and replied to emails. Call with LRD.	0.75	\$ 175.00	\$ 131.25
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to follow up regarding mx compel extension	0.08	\$ 495.00	\$ 39.60
4/22/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to client correspondence	0.17	\$ 495.00	\$ 84.15
4/22/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to email. Call with LRD re depo. Texts with client. Updated calendar.	1.00	\$ 175.00	\$ 175.00

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding depositions and discovery	0.25	\$ 495.00	\$ 123.75
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding deposition calendar and case calendar	0.25	\$ 495.00	\$ 123.75
4/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery and depo scheduling	0.08	\$ 495.00	\$ 39.60
4/23/25	Emily Ly (4+ Year Paralegal)	Call to JAMS. Reviewed and replied to emails re depo. Call with DGS and LRD re depo. Researched hotels for	1.75	\$ 175.00	\$ 306.25
4/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding depo scheduling	0.08	\$ 495.00	\$ 39.60
4/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
4/24/25	Emily Ly (4+ Year Paralegal)	Call with LR re depo. Calendared.	0.42	\$ 175.00	\$ 73.50
4/24/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/24/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding depo logistics	0.17	\$ 495.00	\$ 84.15
4/25/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	track down expert analysis and send to team	0.08	\$ 495.00	\$ 39.60
4/25/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Call with client. Calls to hotel. Booked hotel. Reviewed flights and calendar for	1.08	\$ 175.00	\$ 189.00
4/25/25	Daniela Linares (4+ Year Intake Assistant)	review texts w client, email review	0.17	\$ 150.00	\$ 25.50
4/25/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	superior court case - draft stip to continue CMC	0.33	\$ 495.00	\$ 163.35
4/28/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/28/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed, served, filed, and circulated stipulation and notice of change of address. Calls to OC. Calendared. Texts with client.	2.33	\$ 175.00	\$ 407.75
4/29/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Texts and calls with client. Book flight for client. Calendared. Saved	1.17	\$ 175.00	\$ 204.75
4/29/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
4/29/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
5/1/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Calendared. Texts and call with client. Prepped Notice of Entry of Order.	1.50	\$ 175.00	\$ 262.50
5/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery and case calendar follow up	0.08	\$ 495.00	\$ 39.60
5/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding discovery and next steps	0.25	\$ 495.00	\$ 123.75
5/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding next steps	0.17	\$ 495.00	\$ 84.15
5/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding next steps	0.17	\$ 495.00	\$ 84.15
5/2/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Calls with LRD re depo dates. Call with team re depo dates. Served, filed, an circulated notice of entry of order.	1.25	\$ 175.00	\$ 218.75
5/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC and leave voicemail	0.08	\$ 495.00	\$ 39.60
5/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.25	\$ 495.00	\$ 123.75
5/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminate notes from call with OC	0.25	\$ 495.00	\$ 123.75
5/5/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Call to hotel. Changed flight for client. Filled in and emailed credit card autho to hotel. Calendared.	1.42	\$ 175.00	\$ 248.50
5/5/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding discovery and deadlines	0.33	\$ 495.00	\$ 163.35
5/6/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
5/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
5/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding discovery	0.50	\$ 495.00	\$ 247.50
5/7/25	David Spivak (30+ Year Attorney)	conf with time re transaction records and deposition; email OC	0.50	\$ 950.00	\$ 475.00
5/7/25	Daniela Linares (4+ Year Intake Assistant)	call w bo and ehl	0.75	\$ 150.00	\$ 112.50
5/7/25	Daniela Linares (4+ Year Intake Assistant)	mtg	0.50	\$ 150.00	\$ 75.00
5/7/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Calls with team re deposition and discovery owed from Respondents. Researched Rutter Guide on depo notices and production of records. Call with NG re depo and call to	3.00	\$ 175.00	\$ 525.00
5/7/25	Breck Oyama (15+ Year Paralegal)	mtg w/ team re discovery/depos	0.75	\$ 300.00	\$ 225.00
5/7/25	Nora Greer (15+ Year Paralegal)	TC with EL re travel arrangements	0.25	\$ 250.00	\$ 62.50
5/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery	0.17	\$ 495.00	\$ 84.15

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
5/8/25	David Spivak (30+ Year Attorney)	call with EHL and LRD re status of discovery, P depo, transaction records	0.25	\$ 950.00	\$ 237.50
5/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding depos and discovery	0.25	\$ 495.00	\$ 123.75
5/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding depos and discovery	0.58	\$ 495.00	\$ 287.10
5/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to follow up regarding transaction records	0.08	\$ 495.00	\$ 39.60
5/8/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Call with LRD re deposition notices. Call with LRD and DGS re deposition notice. Served and circulated deposition notice. Scheduled attorney service for depo.	1.75	\$ 175.00	\$ 306.25
5/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding depos and discovery	0.08	\$ 495.00	\$ 39.60
5/9/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding next steps	0.17	\$ 495.00	\$ 84.15
5/9/25	Daniela Linares (4+ Year Intake Assistant)	Excelsior letter for client docs w JG, text to client	0.33	\$ 150.00	\$ 49.50
5/9/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding recap of call with OC	0.17	\$ 495.00	\$ 84.15
5/9/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC regarding discovery and case schedule	0.17	\$ 495.00	\$ 84.15
5/9/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding discovery and case schedule	0.83	\$ 495.00	\$ 410.85
5/9/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Texts with client. Scheduled ride for client. Call with DGS and LRD re depo.	0.83	\$ 175.00	\$ 145.25
5/9/25	Jennifer Garcia (1st Year Intake Assistant)	Call w/ DL: drafting cover letter req. box to send to	0.42	\$ 150.00	\$ 63.00
5/9/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.25	\$ 495.00	\$ 123.75
5/9/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email to OC regarding prospects of mediation; send to DGS for review	0.17	\$ 495.00	\$ 84.15
5/11/25	David Spivak (30+ Year Attorney)	prepare deposition exhibits; review file to prepare for depositions	2.58	\$ 950.00	\$ 2,451.00
5/12/25	David Spivak (30+ Year Attorney)	deposition preparation	6.50	\$ 950.00	\$ 6,175.00
5/12/25	Emily Ly (4+ Year Paralegal)	Worked on depo exhibits. Calls with team re client depo. Calls and texts with clients. Calls with DL re depo exhibits. Arranged Ubers with clients. Reviewed and	4.33	\$ 175.00	\$ 757.75
5/12/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for depo of client; team calls regarding the same	1.25	\$ 495.00	\$ 618.75
5/12/25	Daniela Linares (4+ Year Intake Assistant)	depo exhibits, review.	2.17	\$ 150.00	\$ 325.50
5/12/25	Daniela Linares (4+ Year Intake Assistant)	calls w team, calls w ehl, tc w ehl, email review, depo exhibits review	1.67	\$ 150.00	\$ 250.50
5/13/25	Daniela Linares (4+ Year Intake Assistant)	email review, depo exhibits, tc w ehl, review emails and communications	0.75	\$ 150.00	\$ 112.50
5/13/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for depo prep of client	3.75	\$ 495.00	\$ 1,856.25
5/13/25	Nora Greer (15+ Year Paralegal)	TC with EL	0.08	\$ 250.00	\$ 20.00
5/13/25	Daniela Linares (4+ Year Intake Assistant)	depo prep	1.67	\$ 150.00	\$ 250.50
5/13/25	Daniela Linares (4+ Year Intake Assistant)	reviewing emails, review exhibits, tc w ehl	0.25	\$ 150.00	\$ 37.50
5/13/25	David Spivak (30+ Year Attorney)	prep for depo prep; prepare tayl for deposition	12.00	\$ 950.00	\$ 11,400.00
5/13/25	Emily Ly (4+ Year Paralegal)	Review and replied to emails. Call with LC re r4p for depo. Meetings with team re depo of client. Gathered exhibits. Prepped, served, and circulated responses to r4p. Texts with team and client.	7.33	\$ 175.00	\$ 1,282.75
5/13/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare client for depo with DGS	7.00	\$ 495.00	\$ 3,465.00
5/14/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl, review docs	0.25	\$ 150.00	\$ 37.50
5/14/25	David Spivak (30+ Year Attorney)	attend snow depo; conf with LRD and client	7.50	\$ 950.00	\$ 7,125.00
5/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	travel from depo	1.42	\$ 495.00	\$ 702.90
5/14/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for client depo; defend depo; confer with DGS and client following depo to recap	8.42	\$ 495.00	\$ 4,167.90
5/14/25	Daniela Linares (4+ Year Intake Assistant)	email review, call w ehl, tc w team	0.17	\$ 150.00	\$ 25.50
5/14/25	Nora Greer (15+ Year Paralegal)	Research flights, review time exhibit	0.33	\$ 250.00	\$ 82.50
5/14/25	Daniela Linares (4+ Year Intake Assistant)	TC w team, call w monterey county, call w ehl, expense	0.50	\$ 150.00	\$ 75.00
5/14/25	Daniela Linares (4+ Year Intake Assistant)	doc review, tc w team, review emails for ehl	0.50	\$ 150.00	\$ 75.00
5/14/25	David Spivak (30+ Year Attorney)	review text messages and time records for deposition; prepare payroll and time record spreadsheets	2.50	\$ 950.00	\$ 2,375.00
5/14/25	Laura Solorzano (3+ Year Intake Assistant / Jr. Paralegal)	fw emails to DL	0.08	\$ 175.00	\$ 14.00
5/15/25	David Spivak (30+ Year Attorney)	prepare joint employer evidence	2.00	\$ 950.00	\$ 1,900.00
5/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding R4P 38	0.08	\$ 495.00	\$ 39.60
5/15/25	Daniela Linares (4+ Year Intake Assistant)	exhibits, expense, call w ehl	0.33	\$ 150.00	\$ 49.50

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
5/15/25	Emily Ly (4+ Year Paralegal)	Calls with team. Call with client. Assisted in depo. Calls with DL.	1.33	\$ 175.00	\$ 232.75
5/15/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Call with DL re exhibits. Did research against Respondents.	2.08	\$ 175.00	\$ 364.00
5/15/25	Daniela Linares (4+ Year Intake Assistant)	online search, email review, tc w ehl and lrd	0.83	\$ 150.00	\$ 124.50
5/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email to OC re: R4P 38; send to DGS	0.33	\$ 495.00	\$ 163.35
5/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and EHL regarding R4P 38	0.08	\$ 495.00	\$ 39.60
5/15/25	David Spivak (30+ Year Attorney)	prep meet and confer for LRD re RFP38 for docs relating respondents	0.75	\$ 950.00	\$ 712.50
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer further with EHL regarding next steps	0.17	\$ 495.00	\$ 84.15
5/16/25	Daniela Linares (4+ Year Intake Assistant)	exhibit review, tc w ehl	0.33	\$ 150.00	\$ 49.50
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review meet and confer emails regarding R4P 38; draft and send follow up email to OC regarding the same	0.42	\$ 495.00	\$ 207.90
5/16/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Calls with data analysis. Did Lexis searches. Saved docs. Went over depo exhibits. Call with LRD re witness fees. Call with LC re witness fees. Call with DL re depo exhibits.	2.75	\$ 175.00	\$ 481.25
5/16/25	Daniela Linares (4+ Year Intake Assistant)	Final exhibit review w ehl	1.08	\$ 150.00	\$ 162.00
5/16/25	Daniela Linares (4+ Year Intake Assistant)	email review, exh review	0.25	\$ 150.00	\$ 37.50
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to respond regarding R4P 38; email OC to respond regarding mediation	0.08	\$ 495.00	\$ 39.60
5/16/25	David Spivak (30+ Year Attorney)	prepare related cases spreadsheet and review cases	0.33	\$ 950.00	\$ 313.50
5/16/25	Daniela Linares (4+ Year Intake Assistant)	call to monterey county, email	0.08	\$ 150.00	\$ 12.00
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC regarding R4P 38; call OC and leave voicemail	0.25	\$ 495.00	\$ 123.75
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding witness fees	0.17	\$ 495.00	\$ 84.15
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.33	\$ 495.00	\$ 163.35
5/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding depo recap	0.08	\$ 495.00	\$ 39.60
5/17/25	David Spivak (30+ Year Attorney)	review invoices of management fees and prepare spreadsheet; review operating agreement	3.67	\$ 950.00	\$ 3,486.50
5/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC regarding document production and amended response; update team accordingly	0.17	\$ 495.00	\$ 84.15
5/19/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl, email review, call w lrd, exhibits	0.42	\$ 150.00	\$ 63.00
5/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding Respondents' supplemental production	0.08	\$ 495.00	\$ 39.60
5/19/25	Daniela Linares (4+ Year Intake Assistant)	depo exhibits, tc w ehl	0.33	\$ 150.00	\$ 49.50
5/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze Respondents' supplemental production	0.50	\$ 495.00	\$ 247.50
5/19/25	Daniela Linares (4+ Year Intake Assistant)	snow invoice excel sheet	1.25	\$ 150.00	\$ 187.50
5/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding supplemental production	0.08	\$ 495.00	\$ 39.60
5/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft email to OC and send to DGS	0.17	\$ 495.00	\$ 84.15
5/19/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding Respondents' supplemental production	0.08	\$ 495.00	\$ 39.60
5/19/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Worked on depo exhibits. Call with DL re depo exhibits. Worked on	1.75	\$ 175.00	\$ 306.25
5/20/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Worked on depo exhibits. Call with DL re exhibits. Emailed and texts	1.08	\$ 175.00	\$ 189.00
5/20/25	Daniela Linares (4+ Year Intake Assistant)	email review, depo exhibits, calls w ehl	1.42	\$ 150.00	\$ 213.00
5/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze meal period violations and report back to DGS	0.25	\$ 495.00	\$ 123.75
5/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC to follow up again regarding discovery responses	0.08	\$ 495.00	\$ 39.60
5/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to correspondence regarding depo prep; analyze exhibits regarding the same	0.83	\$ 495.00	\$ 410.85
5/20/25	Daniela Linares (4+ Year Intake Assistant)	email review, depo exhibits	1.33	\$ 150.00	\$ 199.50
5/20/25	Daniela Linares (4+ Year Intake Assistant)	depo exhibits, email review, tc w ehl	0.50	\$ 150.00	\$ 75.00
5/20/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze supplemental production and responses from SGI; email OC accordingly	0.25	\$ 495.00	\$ 123.75
5/20/25	Daniela Linares (4+ Year Intake Assistant)	depo exhibits	1.17	\$ 150.00	\$ 175.50
5/20/25	David Spivak (30+ Year Attorney)	prep for depositions	7.50	\$ 950.00	\$ 7,125.00
5/21/25	Daniela Linares (4+ Year Intake Assistant)	exhibit work, texts w client, tc w team, email review	2.00	\$ 150.00	\$ 300.00
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	compile expenses for depo and depo prep; send to AM and team	0.75	\$ 495.00	\$ 371.25
5/21/25	Emily Ly (4+ Year Paralegal)	OCR depo exhibits.	0.75	\$ 175.00	\$ 131.25
5/21/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed exhibits. Texts with client. Researched on waiving arbitration. Call with	0.83	\$ 175.00	\$ 145.25

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and DL regarding payment of arbitration fees; wrap up research regarding the same	0.17	\$ 495.00	\$ 84.15
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding depo logistics	0.17	\$ 495.00	\$ 84.15
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond further to email from OC regarding discovery	0.08	\$ 495.00	\$ 39.60
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding key issues for Respondents' depositions	0.17	\$ 495.00	\$ 84.15
5/21/25	David Spivak (30+ Year Attorney)	call with team re 1281.98 and failure to pay arb fees	0.08	\$ 950.00	\$ 76.00
5/21/25	Daniela Linares (4+ Year Intake Assistant)	email review, exhibits, text to client, tc w dgs, mtg, tc w	1.08	\$ 150.00	\$ 162.00
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails regarding exhibits for depo	0.58	\$ 495.00	\$ 287.10
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding arbitration fees	0.33	\$ 495.00	\$ 163.35
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to email from OC regarding discovery	0.25	\$ 495.00	\$ 123.75
5/21/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for meeting with DGS regarding Respondents' depositions	0.75	\$ 495.00	\$ 371.25
5/22/25	Daniela Linares (4+ Year Intake Assistant)	redo exhibits	1.08	\$ 150.00	\$ 162.00
5/22/25	Emily Ly (4+ Year Paralegal)	Call with DL. Reviewed, created, and OCR exhibits. Reviewed and replied to emails.	1.08	\$ 175.00	\$ 189.00
5/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	attend depo of Nancy Infante	3.42	\$ 495.00	\$ 1,692.90
5/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	depo prep	0.42	\$ 495.00	\$ 207.90
5/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS following depo of Infante	0.17	\$ 495.00	\$ 84.15
5/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS and OC following depo of Infante	0.17	\$ 495.00	\$ 84.15
5/22/25	Daniela Linares (4+ Year Intake Assistant)	tc review	0.08	\$ 150.00	\$ 12.00
5/22/25	Daniela Linares (4+ Year Intake Assistant)	depo	0.83	\$ 150.00	\$ 124.50
5/22/25	David Spivak (30+ Year Attorney)	prepare for depositions of Lopez and Infante; take	12.17	\$ 950.00	\$ 11,561.50
5/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	attend depo of Veronica Lopez	3.58	\$ 495.00	\$ 1,772.10
5/23/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/23/25	Emily Ly (4+ Year Paralegal)	Call with LRD re mx to compel and recap of depo. Reviewed and replied to emails. Saved docs. Entered expenses. Calendared.	1.00	\$ 175.00	\$ 175.00
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding discovery and deadlines	0.33	\$ 495.00	\$ 163.35
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding prospects and scope of mediation and discovery schedule	0.25	\$ 495.00	\$ 123.75
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze supplemental discovery responses from Respondents	0.25	\$ 495.00	\$ 123.75
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding discovery and mediation	0.33	\$ 495.00	\$ 163.35
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding discovery and scope of mediation	0.17	\$ 495.00	\$ 84.15
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review order from superior court compelling arbitration; call OC and leave voicemail	0.17	\$ 495.00	\$ 84.15
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email DGS and team regarding mediation	0.08	\$ 495.00	\$ 39.60
5/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding discovery and extension	0.17	\$ 495.00	\$ 84.15
5/27/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/27/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	research proposed mediators; email OC regarding proposed mediators	0.25	\$ 495.00	\$ 123.75
5/27/25	David Spivak (30+ Year Attorney)	review and revise adequacy decl of Frank Rodriguez; email client	0.50	\$ 950.00	\$ 475.00
5/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	respond to OC regarding proposed mediators	0.08	\$ 495.00	\$ 39.60
5/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review case calendar and deadlines; draft email regarding new proposed motions schedule	0.50	\$ 495.00	\$ 247.50
5/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails; follow up with OC regarding alarm and job duty records	0.33	\$ 495.00	\$ 163.35
5/29/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/29/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Calendared.	0.17	\$ 175.00	\$ 29.75
5/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review calendar; draft email to OC with proposed new dates for motions schedule	0.33	\$ 495.00	\$ 163.35
5/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	update proposed email to arbitrator regarding motions calendar	0.08	\$ 495.00	\$ 39.60
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails; email OC regarding motions schedule	0.17	\$ 495.00	\$ 84.15

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding mediation and discovery	0.08	\$ 495.00	\$ 39.60
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	edit mediation information request letter; send to DGS	0.17	\$ 495.00	\$ 84.15
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to FV tasks	0.08	\$ 495.00	\$ 39.60
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation schedule and motions calendar	0.08	\$ 495.00	\$ 39.60
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze client paystubs for unclear terms; flag key information from Claimant's written discovery requests; draft mediation information request letter and send to	1.00	\$ 495.00	\$ 495.00
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confirm company of court reporter; report back to EHL	0.08	\$ 495.00	\$ 39.60
5/30/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Posted message on message board. Call with LRD re mediation. Calendared.	0.67	\$ 175.00	\$ 117.25
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding mediation and draft message to arbitrator	0.17	\$ 495.00	\$ 84.15
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up regarding other potential mediators	0.08	\$ 495.00	\$ 39.60
5/30/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	search for email from court reporter; look up contact information; report back to EHL accordingly	0.17	\$ 495.00	\$ 84.15
5/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	coordinate with EHL regarding scheduling mediation	0.08	\$ 495.00	\$ 39.60
6/1/25	David Spivak (30+ Year Attorney)	review and revise mediation discovery demands	0.42	\$ 950.00	\$ 399.00
6/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and finalize mediation request letter	0.25	\$ 495.00	\$ 123.75
6/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
6/2/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.33	\$ 175.00	\$ 57.75
6/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign mediation request letter	0.08	\$ 495.00	\$ 39.60
6/2/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
6/2/25	Daniela Linares (4+ Year Intake Assistant)	saved and org docs, email review, return letter draft	0.33	\$ 150.00	\$ 49.50
6/3/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/4/25	Daniela Linares (4+ Year Intake Assistant)	call to elitation, expense, emails	0.25	\$ 150.00	\$ 37.50
6/5/25	Daniela Linares (4+ Year Intake Assistant)	saved docs, organized, tc w bo, email to client, tc w ng, calendar, update team	0.50	\$ 150.00	\$ 75.00
6/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails	0.33	\$ 495.00	\$ 163.35
6/6/25	Daniela Linares (4+ Year Intake Assistant)	email to mediators, tc w ng and team	0.17	\$ 150.00	\$ 25.50
6/6/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to emails regarding Snow's depo	0.08	\$ 495.00	\$ 39.60
6/9/25	Daniela Linares (4+ Year Intake Assistant)	text to client	0.08	\$ 150.00	\$ 12.00
6/10/25	Breck Oyama (15+ Year Paralegal)	draft caption, email mediator	0.17	\$ 300.00	\$ 51.00
6/11/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/11/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendar. Saved	1.00	\$ 175.00	\$ 175.00
6/11/25	Daniela Linares (4+ Year Intake Assistant)	tc w ehl, email review	0.17	\$ 150.00	\$ 25.50
6/12/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	reply to OC regarding availability for a call	0.08	\$ 495.00	\$ 39.60
6/12/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and sign mediation confidentiality agreement	0.08	\$ 495.00	\$ 39.60
6/12/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendared. Call to mediator's office.	0.25	\$ 175.00	\$ 43.75
6/12/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	check calendar; call OC and leave voicemail; email OC regarding scope of mediation and motions schedule	0.17	\$ 495.00	\$ 84.15
6/12/25	Daniela Linares (4+ Year Intake Assistant)	oh, tc w ehl, email review, call w bo	0.33	\$ 150.00	\$ 49.50
6/13/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
6/13/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/13/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
6/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to email from OC regarding rescheduling call	0.08	\$ 495.00	\$ 39.60
6/16/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/18/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding case schedule, discovery, etc.	0.50	\$ 495.00	\$ 247.50
6/18/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to email from client regarding discovery	0.08	\$ 495.00	\$ 39.60
6/18/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding case calendar	0.08	\$ 495.00	\$ 39.60
6/18/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC regarding case schedule, discovery, etc.	0.17	\$ 495.00	\$ 84.15

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
6/20/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to email. Sent depo transcript decl for client's signature.	0.42	\$ 175.00	\$ 73.50
6/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding status of discovery	0.08	\$ 495.00	\$ 39.60
6/23/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Call to client.	0.17	\$ 175.00	\$ 29.75
6/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to internal emails regarding discovery deadlines	0.08	\$ 495.00	\$ 39.60
6/24/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/24/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review discovery calendar and notes from call with OC; draft email regarding discovery stay; send to DGS	0.33	\$ 495.00	\$ 163.35
6/24/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	update DGS regarding status of mx to dismiss schedule; email OC regarding stay of formal arbitration discovery	0.08	\$ 495.00	\$ 39.60
6/24/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/25/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
6/25/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendar.	1.00	\$ 175.00	\$ 175.00
6/25/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/26/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.25	\$ 175.00	\$ 43.75
6/27/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
6/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with BO and EHL in OH regarding deadlines for discovery	0.17	\$ 495.00	\$ 84.15
7/1/25	Daniela Linares (4+ Year Intake Assistant)	saved and entered expense, email review	0.08	\$ 150.00	\$ 12.00
7/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
7/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails; review and respond to FV tasks	0.17	\$ 495.00	\$ 84.15
7/3/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review notes regarding deposition, motions, and hearings scheduling; email OC regarding depo availability and to follow up regarding transaction records; begin drafting message to Judge Lucky, to be updated once OC	0.50	\$ 495.00	\$ 247.50
7/3/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Calendared. Did discovery stay chart. Call with client.	1.25	\$ 175.00	\$ 218.75
7/8/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
7/14/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/14/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
7/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding deadline and depo dates	0.08	\$ 495.00	\$ 39.60
7/15/25	Daniela Linares (4+ Year Intake Assistant)	emails	0.08	\$ 150.00	\$ 12.00
7/17/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review mediation calendar and deadlines	0.08	\$ 495.00	\$ 39.60
7/17/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
7/17/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/22/25	Daniela Linares (4+ Year Intake Assistant)	emails	0.08	\$ 150.00	\$ 12.00
7/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation status	0.08	\$ 495.00	\$ 39.60
7/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review case calendar and deadlines; review recent emails; email OC regarding mediation requests	0.33	\$ 495.00	\$ 163.35
7/23/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC and leave voicemail	0.08	\$ 495.00	\$ 39.60
7/23/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/24/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
7/25/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/29/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/30/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
7/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation data and depo scheduling	0.25	\$ 495.00	\$ 123.75
7/30/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Selected random sample. Call with LRD re random sample.	0.67	\$ 175.00	\$ 117.25
7/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding PAGA list	0.17	\$ 495.00	\$ 84.15
7/30/25	David Spivak (30+ Year Attorney)	email with OC re sample; review client records	0.33	\$ 950.00	\$ 313.50
7/30/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.08	\$ 495.00	\$ 39.60
7/31/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendar.	0.25	\$ 175.00	\$ 43.75
8/1/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed calendar for depo dates.	0.33	\$ 175.00	\$ 57.75
8/5/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/6/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/12/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
8/13/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation prep	0.08	\$ 495.00	\$ 39.60
8/13/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl	0.08	\$ 150.00	\$ 12.00
8/15/25	Daniela Linares (4+ Year Intake Assistant)	email to oc	0.08	\$ 150.00	\$ 12.00
8/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
8/21/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.17	\$ 175.00	\$ 29.75
8/22/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.17	\$ 495.00	\$ 84.15
8/25/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/25/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.42	\$ 175.00	\$ 73.50
8/25/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review new data from OC; follow up regarding expert analysis accordingly	0.17	\$ 495.00	\$ 84.15
8/26/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/26/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.17	\$ 495.00	\$ 84.15
8/26/25	Emily Ly (4+ Year Paralegal)	Reviewed emails. Call with data analyst.	0.25	\$ 175.00	\$ 43.75
8/27/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding depo scheduling and mediation data	0.25	\$ 495.00	\$ 123.75
8/27/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to FV mediation tasks	0.17	\$ 495.00	\$ 84.15
8/27/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/27/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	1.17	\$ 175.00	\$ 204.75
8/27/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review case calendar; review recent emails	0.17	\$ 495.00	\$ 84.15
8/28/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	fill out mediation tab and draft mediation brief	2.42	\$ 495.00	\$ 1,197.90
8/28/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review depo summaries and scan transcripts of Infante and Lopez	0.33	\$ 495.00	\$ 163.35
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding scope of mediation and financials	0.17	\$ 495.00	\$ 84.15
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with OC regarding mediation data	0.50	\$ 495.00	\$ 247.50
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding mediation requests; review and respond to recent emails and intraoffice correspondence	0.33	\$ 495.00	\$ 163.35
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminate notes from call with OC regarding scope of mediation and financials	0.25	\$ 495.00	\$ 123.75
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for call with OC regarding mediation data	0.25	\$ 495.00	\$ 123.75
8/29/25	David Spivak (30+ Year Attorney)	review financial records; conf with LRD re financials and follow up with OC re tax returns	0.75	\$ 950.00	\$ 712.50
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with team regarding task lists; email OC accordingly	0.17	\$ 495.00	\$ 84.15
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation data and expert analysis; email expert regarding analysis	0.42	\$ 495.00	\$ 207.90
8/29/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Call with LRD re mediation brief/data.	0.33	\$ 175.00	\$ 57.75
8/29/25	David Spivak (30+ Year Attorney)	review deposition transcripts; prepare summaries for mediation	1.25	\$ 950.00	\$ 1,187.50
8/29/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	distill and disseminated notes from call with OC regarding mediation data	0.58	\$ 495.00	\$ 287.10
8/29/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding mediation data and Respondents' financials	0.17	\$ 495.00	\$ 84.15
9/2/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
9/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft mediation statement	7.25	\$ 495.00	\$ 3,588.75
9/3/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.17	\$ 175.00	\$ 29.75
9/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with client and DL regarding facts for mediation	0.25	\$ 495.00	\$ 123.75
9/3/25	Daniela Linares (4+ Year Intake Assistant)	call w client, tc w lrd, calendar	0.17	\$ 150.00	\$ 25.50
9/3/25	Daniela Linares (4+ Year Intake Assistant)	text to client	0.08	\$ 150.00	\$ 12.00
9/3/25	Daniela Linares (4+ Year Intake Assistant)	call w client and lrd, calendar, call w ehl	0.58	\$ 150.00	\$ 87.00
9/3/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DL regarding next steps	0.08	\$ 495.00	\$ 39.60
9/3/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
9/4/25	David Spivak (30+ Year Attorney)	email OC re financials; call with Lisa Grenda re financials	0.25	\$ 950.00	\$ 237.50
9/4/25	David Spivak (30+ Year Attorney)	review and revise mediation statement	1.50	\$ 950.00	\$ 1,425.00
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL and DL regarding exhibits to mediation brief	0.58	\$ 495.00	\$ 287.10
9/4/25	Daniela Linares (4+ Year Intake Assistant)	call w lrd and dgs, call w ehl re link	0.33	\$ 150.00	\$ 49.50
9/4/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00

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Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
9/4/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Call with DL re docs. Call with LRD and DL re mediation exhibits. Gathered mediation exhibits.	5.00	\$ 175.00	\$ 875.00
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding Plaintiff's damages analysis	0.08	\$ 495.00	\$ 39.60
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC and leave voicemail regarding data regarding wage statements; confer with DGS regarding the same	0.17	\$ 495.00	\$ 84.15
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails and intraoffice correspondence	0.25	\$ 495.00	\$ 123.75
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	finish drafting mediation statement; send to DGS and send exhibit list to EHL and DL	0.17	\$ 495.00	\$ 84.15
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	draft Plaintiff damages analysis	0.58	\$ 495.00	\$ 287.10
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with DGS regarding PAGA damages analysis	0.25	\$ 495.00	\$ 123.75
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation prep	0.08	\$ 495.00	\$ 39.60
9/4/25	Daniela Linares (4+ Year Intake Assistant)	call w ehl, send email to oc	0.17	\$ 150.00	\$ 25.50
9/4/25	David Spivak (30+ Year Attorney)	prepare damages with LRD	0.58	\$ 950.00	\$ 551.00
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review further email correspondence	0.08	\$ 495.00	\$ 39.60
9/4/25	Daniela Linares (4+ Year Intake Assistant)	email review, tc w ehl, call w lrd and ehl	0.75	\$ 150.00	\$ 112.50
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review DGS edits to mediation statement; update accordingly	1.00	\$ 495.00	\$ 495.00
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review expert analysis; draft damages analysis for PAGA	1.58	\$ 495.00	\$ 782.10
9/4/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding mediation exhibits	0.25	\$ 495.00	\$ 123.75
9/5/25	David Spivak (30+ Year Attorney)	email OC re financial records	0.08	\$ 950.00	\$ 76.00
9/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call OC regarding financials and wage statement information; leave voicemail; email OC regarding the	0.08	\$ 495.00	\$ 39.60
9/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	analyze exhibits to mediation statement; confer with EHL accordingly	0.58	\$ 495.00	\$ 287.10
9/5/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Worked on mediation exhibits and sent to mediator.	2.25	\$ 175.00	\$ 393.75
9/5/25	Daniela Linares (4+ Year Intake Assistant)	pre-mediation call w client, tc w team and ehl, calendar, email to client	0.42	\$ 150.00	\$ 63.00
9/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.17	\$ 495.00	\$ 84.15
9/5/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	prepare for mediation	1.00	\$ 495.00	\$ 495.00
9/5/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.17	\$ 150.00	\$ 25.50
9/8/25	David Spivak (30+ Year Attorney)	discuss financials with Lisa Grenda	0.50	\$ 950.00	\$ 475.00
9/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	participate in pre-mediation call with client and team and mediation with mediator Steve Pearl	6.75	\$ 495.00	\$ 3,341.25
9/8/25	David Spivak (30+ Year Attorney)	prep for mediation and attend mediation	10.50	\$ 950.00	\$ 9,975.00
9/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with client, DGS, CC, EHL, and DL after mediation	0.08	\$ 495.00	\$ 39.60
9/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to FV tasks	0.17	\$ 495.00	\$ 84.15
9/8/25	Daniela Linares (4+ Year Intake Assistant)	mediation and pre-mediation call	5.35	\$ 150.00	\$ 802.50
9/8/25	Breck Oyama (15+ Year Paralegal)	research properties	0.50	\$ 300.00	\$ 150.00
9/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	email OC regarding PAGA wage statements	0.08	\$ 495.00	\$ 39.60
9/8/25	Emily Ly (4+ Year Paralegal)	Did fees and costs. Reviewed and replied to emails. Participated and assisted in mediation. Saved docs. Circulated MOU for sig.	6.67	\$ 175.00	\$ 1,167.25
9/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review mediation prep notes in advance of mediation	0.17	\$ 495.00	\$ 84.15
9/10/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
9/10/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.17	\$ 175.00	\$ 29.75
9/10/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	confer with EHL regarding next steps	0.08	\$ 495.00	\$ 39.60
9/15/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/1/25	David Spivak (30+ Year Attorney)	prepare PAGA settlement; instructions to staff	1.17	\$ 950.00	\$ 1,111.50
10/2/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed settlement agreement. Checked docket.	0.75	\$ 175.00	\$ 131.25
10/2/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/7/25	Emily Ly (4+ Year Paralegal)	Reviewed PAGA settlement agreement. Reviewed and replied to emails.	0.83	\$ 175.00	\$ 145.25
10/7/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review case status and update case report to DGS	0.17	\$ 495.00	\$ 84.15

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
10/7/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	follow up with OC regarding the number of aggrieved EEs	0.08	\$ 495.00	\$ 39.60
10/8/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
10/8/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.17	\$ 175.00	\$ 29.75
10/10/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/15/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.42	\$ 175.00	\$ 73.50
10/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review recent emails	0.08	\$ 495.00	\$ 39.60
10/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	finalize stip to continue CMC and send to OC for review and approval	0.08	\$ 495.00	\$ 39.60
10/15/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review case calendar; review prior stip; draft stip to continue CMC; send to DGS	0.67	\$ 495.00	\$ 331.65
10/15/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/16/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/16/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Served, filed, and circulated stipulation.	0.67	\$ 175.00	\$ 117.25
10/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review and respond to recent emails	0.08	\$ 495.00	\$ 39.60
10/16/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	review amd sign stip to continue CMC	0.08	\$ 495.00	\$ 39.60
10/17/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	update case status report	0.08	\$ 495.00	\$ 39.60
10/17/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/17/25	Lauren Davis (Formerly Employed 10+ Year Attorney)	call client and send follow up email	0.17	\$ 495.00	\$ 84.15
10/20/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/21/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Prepped Notice of Entry of Order. Updated calendar.	0.58	\$ 175.00	\$ 101.50
10/22/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Served, filed, and circulated notice of entry of order.	0.42	\$ 175.00	\$ 73.50
10/22/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/24/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/28/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails.	0.08	\$ 175.00	\$ 14.00
10/29/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
10/29/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Refiled Notice of Entry of Order.	0.58	\$ 175.00	\$ 101.50
11/3/25	Daniela Linares (4+ Year Intake Assistant)	call from oc office, email review, tc w ehl	0.17	\$ 150.00	\$ 25.50
11/7/25	Emily Ly (4+ Year Paralegal)	Reviewed emails. Saved docs. Reviewed settlement	0.33	\$ 175.00	\$ 57.75
11/13/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
11/13/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Finalized settlement agreement and circulated for signatures. Saved docs.	0.50	\$ 175.00	\$ 87.50
11/14/25	David Spivak (30+ Year Attorney)	review and revise individual settlement	0.50	\$ 950.00	\$ 475.00
11/17/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
11/20/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
11/21/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
11/24/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
11/26/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
12/2/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Reviewed settlement agreements. Call to client.	0.75	\$ 175.00	\$ 131.25
12/2/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
12/12/25	Emily Ly (4+ Year Paralegal)	Began to fill in settlement tabs for mx PAGA approval.	0.75	\$ 175.00	\$ 131.25
12/15/25	Emily Ly (4+ Year Paralegal)	Continuing to fill in settlement tab.	0.25	\$ 175.00	\$ 43.75
12/16/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Continue to fill in settlement tabs.	0.58	\$ 175.00	\$ 101.50
12/17/25	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
12/22/25	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.50	\$ 175.00	\$ 87.50
1/2/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
1/5/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Filled in settlement tab.	0.33	\$ 175.00	\$ 57.75
1/5/26	David Spivak (30+ Year Attorney)	prepare settlement approval mx	2.00	\$ 950.00	\$ 1,900.00
1/5/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
1/22/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
1/23/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed mx for PAGA approval.	2.25	\$ 175.00	\$ 393.75
1/26/26	Emily Ly (4+ Year Paralegal)	Reviewed PAGA mx. Reviewed and replied to emails. Prep stip to continue.	0.67	\$ 175.00	\$ 117.25
1/29/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
1/29/26	Breck Oyama (15+ Year Paralegal)	review/revise stip, email OC	0.33	\$ 300.00	\$ 99.00
2/4/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Served and filed stip to continue cmc.	0.58	\$ 175.00	\$ 101.50
2/6/26	Emily Ly (4+ Year Paralegal)	Reviewed mx for PAGA Approval and emailed it OC for	0.33	\$ 175.00	\$ 57.75
2/6/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
2/11/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs.	0.33	\$ 175.00	\$ 57.75

TSLF TIME SNOW

Date	Attorney/Paralegal	Description	Hours (Decimal)	Hourly Rate	Pre-Multiplier Lodestar Amount
2/12/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
2/12/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Updated calendar. Saved	0.58	\$ 175.00	\$ 101.50
2/13/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Saved docs. Served, filed, and circulated notice of entry of order. Prep client decl.	0.75	\$ 175.00	\$ 131.25
2/13/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
2/19/26	Daniela Linares (4+ Year Intake Assistant)	email review	0.08	\$ 150.00	\$ 12.00
3/31/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Reviewed mx. Reviewed and drafted client decl. Checked docket.	1.80	\$ 175.00	\$ 315.00
3/31/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.60	\$ 150.00	\$ 90.00
3/31/26	Daniela Linares (4+ Year Intake Assistant)	PREP FOR CLIENT TIME LOG	0.30	\$ 150.00	\$ 45.00
4/3/26	Daniela Linares (4+ Year Intake Assistant)	client time log	1.10	\$ 150.00	\$ 165.00
4/3/26	Emily Ly (4+ Year Paralegal)	Reviewed and replied to emails. Worked on mx for PAGA approval.	0.70	\$ 175.00	\$ 122.50
4/6/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.40	\$ 150.00	\$ 60.00
4/7/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.40	\$ 150.00	\$ 60.00
4/8/26	Daniela Linares (4+ Year Intake Assistant)	call w ehl, emails	0.20	\$ 150.00	\$ 30.00
4/8/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.50	\$ 150.00	\$ 75.00
4/9/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.60	\$ 150.00	\$ 90.00
4/14/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.20	\$ 150.00	\$ 30.00
4/14/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.60	\$ 150.00	\$ 90.00
4/14/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.40	\$ 150.00	\$ 60.00
4/15/26	Daniela Linares (4+ Year Intake Assistant)	client time log	0.50	\$ 150.00	\$ 75.00
		TOTAL PRE-MULTIPLIER AS OF 4/17/26	786.76		\$ 316,089.35

EXHIBIT 12

TSLF COSTS SNOW

Date	Expense Type	Expense Description	Expense Amount
3/17/23	Postage	23.03.17 Invoice_7550533	\$ 1.20
5/18/23	LWDA Filing Fee	23.05.18 LWDA Receipt	\$ 75.00
5/18/23	Postage	23.05.18 Letter Stream Invoice #7867916	\$ 45.46
5/19/23	Attorney Service-Filing	23.05.19 Odyssey File & Serve - Envelope Receipt	\$ 1,478.06
5/26/23	Attorney Service-Filing	23.05.26 Odyssey File & Serve - Envelope Receipt	\$ 3.60
6/1/23	Lexis or Westlaw	Lexis Usage May 2023	\$ 2.86
6/16/23	Postage	23.06.16 Letter Stream Invoice #8006327	\$ 34.81
7/3/23	Lexis or Westlaw	Westlaw usage June 2023	\$ 18.00
7/17/23	Attorney Service-Filing	Odyssey File & Serve - Envelope Receipt# 12502547	\$ 3.60
7/27/23	Attorney Service-Filing	23.07.27 Odyssey Filing	\$ 3.60
9/5/23	Lexis or Westlaw	Lexis usage Aug 2023	\$ 1.38
9/11/23	Attorney Service-Filing	23.09.11 Odyssey File & Serve - Envelope Receipt # 12994278	\$ 3.60
9/26/23	Attorney Service-Filing	23.09.26 Odyssey File & Serve - Envelope Receipt	\$ 157.72
10/2/23	Lexis or Westlaw	Lexis Usages September 2023	\$ 1.16
10/2/23	Lexis or Westlaw	Westlaw Usage September 2023	\$ 25.86
10/16/23	Attorney Service-Service	Odyssey Envelope ID #13316240	\$ 3.60
11/1/23	Lexis or Westlaw	Lexis Usages October 2023	\$ 4.71
11/1/23	Lexis or Westlaw	Westlaw Charge October 2023	\$ 35.53
11/6/23	Court Filing Fees (non-Attorney Service)	23.11.06 Odyssey Envelop Receipt #13514021	\$ 3.60
12/1/23	Lexis or Westlaw	Nov 2023 Lexis Use	\$ 7.08
12/4/23	Lexis or Westlaw	Westlaw usage Nov 2023	\$ 9.75
1/1/24	Lexis or Westlaw	Lexis Usages December 2023	\$ 8.13
2/1/24	Lexis or Westlaw	Westlaw usage Jan 2024	\$ 4.17
3/8/24	Lexis or Westlaw	Lexis Usages Feb 2024	\$ 5.54
4/2/24	Lexis or Westlaw	Lexis usage Mar 2024	\$ 5.57
5/9/24	Lexis or Westlaw	Lexis Usage April 2024	\$ 5.68
6/6/24	Lexis or Westlaw	Lexis Usages May 2024	\$ 5.54
7/15/24	Lexis or Westlaw	Westlaw usage June 2024	\$ 42.03
7/24/24	Lexis or Westlaw	Lexis usage June 2024	\$ 4.16
8/7/24	Lexis or Westlaw	Lexis usage July 2024	\$ 4.38
8/20/24	Lexis or Westlaw	Westlaw usage July 2024	\$ 51.61
9/10/24	Electronic Service Provider	24.09.10 droid transfer invoice	\$ 35.00
9/10/24	Lexis or Westlaw	Lexis usage August 2024	\$ 6.33
9/11/24	Lexis or Westlaw	Westlaw usage August 2024	\$ 51.83
9/30/24	Postage	24.09.30 Excelsior Invoice #3040	\$ 33.62
10/1/24	Client Expense Reimbursement	24.10.01 iMazing Order #65623107	\$ 39.99
10/7/24	Client Expense Reimbursement	24.10.07 iMazing Order #65802144	\$ 39.99
10/21/24	Lexis or Westlaw	Westlaw usage Sept 2024	\$ 134.13
10/25/24	Attorney Service-Filing	24.10.25 Odyssey File & Serve Envelope #17098003	\$ 24.50

TSLF COSTS SNOW

Date	Expense Type	Expense Description	Expense Amount
10/28/24	Attorney Service-Filing	24.10.28 Odyssey File & Serve Envelope #17106635	\$ 4.50
10/31/24	Lexis or Westlaw	SEPT 2024 Lexis Usage	\$ 4.03
11/8/24	Lexis or Westlaw	OCT 2024 Lexis Usage	\$ 4.37
11/15/24	Data Entry	24.11.15 iBridge invoice#8378	\$ 100.00
12/13/24	Expert or Data Analysis	24.12.13 Sri - Invoice 2051	\$ 300.00
1/21/25	Lexis or Westlaw	Lexis usage Nov 2024	\$ 3.84
1/22/25	Lexis or Westlaw	Westlaw usage Dec 2024	\$ 22.78
1/22/25	Lexis or Westlaw	Westlaw usage Oct 2024	\$ 5.98
4/25/25	Travel	25.04.25 SIRT AJ Invoice REDACTED	\$ 630.99
4/28/25	Attorney Service-Filing	25.04.28 Odyssey File & Serve - Envelope Receipt	\$ 4.50
4/29/25	Travel	25.04.29 Purchase Confirmation Southwest Airlines (Burbank to SJC)	\$ 122.48
4/29/25	Travel	25.04.29 Purchase Confirmation Southwest Airlines (SJC to LAX)	\$ 78.30
5/2/25	Attorney Service-Filing	25.05.02 Odyssey File & Serve - Envelope Receipt	\$ 4.50
5/5/25	Travel	25.05.05 Change Confirmation Southwest Airlines (SJC to LAX)	\$ 30.00
5/12/25	Travel	25.05.12 Uber Receipt	\$ 132.79
5/12/25	Lexis or Westlaw	Westlaw usage April 2025	\$ 7.50
5/12/25	Travel	25.05.12 Uber Receipt from LAX to Hotel	\$ 54.93
5/13/25	Parking or Mileage	Drive from REDACTED Santa Ana, CA 92707 to 1875 Century Park East Los Angeles, CA 90067	\$ 35.70
5/13/25	Travel	25.05.13 Uber Receipt	\$ 5.00
5/13/25	Parking or Mileage	Parking Receipt for LRD	\$ 35.00
5/13/25	Postage	25.05.13 EXCELSIOR 3735.pdf	\$ 65.85
5/13/25	Travel	25.05.13 Uber Receipt from Hotel to Office	\$ 22.67
5/13/25	Dining/Meals	25.05.13 Snow Meal Receipt for Client and LRD	\$ 54.16
5/13/25	Travel	Hotel hospitality	\$ 5.00
5/13/25	Dining/Meals	25.05.13 SUR Restaurant Receipt	\$ 101.66
5/13/25	Travel	25.05.13 Uber Receipt from Office to Hotel	\$ 10.94
5/14/25	Parking or Mileage	Drive from REDACTED Beverly Hills, CA 90212 (hotel) to REDACTED Santa Ana, CA 92707	\$ 35.70
5/14/25	Travel	25.05.14 Uber Receipt from Depo to Airport	\$ 77.98
5/14/25	Travel	25.05.14 Uber Receipt from Airport to Drop-Off	\$ 192.98
5/14/25	Travel	25.05.14 Snow Lyft Receipt 2 - LRD	\$ 17.13
5/14/25	Travel	Lyft ride to deposition with client	\$ 14.30
5/14/25	Dining/Meals	25.05.14 Uber Eats Receipt.pdf	\$ 44.09
5/14/25	Dining/Meals	25.05.14 Snow Breakfast Receipt for Client and LRD	\$ 23.10
5/14/25	Dining/Meals	25.05.14 MSC Burbank Receipt	\$ 30.51
5/15/25	Records Requests	25.05.14 LEXIS MONTEREY COUNTY FBN	\$ 8.00

TSLF COSTS SNOW

Date	Expense Type	Expense Description	Expense Amount
6/1/25	Travel	25.06.01 UBEREATS AND UBER CHARGES	\$ 54.14
6/9/25	Court Reporter	25.06.09 Steno Invoice #1743890	\$ 5,003.00
6/9/25	Lexis or Westlaw	Lexis Usage May 2025	\$ 11.88
6/10/25	Expert or Data Analysis	Invoice 2057 - Snow Kirkwood - 06-10-25	\$ 650.00
6/12/25	Mediator Fees	2025.09.08.Snow v. 555 Ocean View Blvd LLC.Notice of Mediation-1	\$ 12,500.00
6/12/25	Lexis or Westlaw	Westlaw Usage May 2025	\$ 195.51
7/1/25	Court Reporter	25.07.01 eLitigation Services - 14100	\$ 1,951.15
7/17/25	Lexis or Westlaw	Lexis usage June 2025	\$ 10.53
8/4/25	Lexis or Westlaw	Lexis Usage July 2025	\$ 15.86
9/10/25	Attorney Service-Filing	Invoice 2059 - Kirkwood - 09-10-25	\$ 2,300.00
9/16/25	Lexis or Westlaw	Lexis Usage August 2025	\$ 13.19
9/29/25	Expert or Data Analysis	Invoice for Lisa Grenda 092925	\$ 450.00
10/9/25	Lexis or Westlaw	Lexis Usage September 2025	\$ 11.88
10/16/25	Attorney Service-Filing	25.10.16 Odyssey File & Serve - Envelope Receipt	\$ 4.50
10/22/25	Attorney Service-Filing	25.10.22 Odyssey File & Serve - Envelope Receipt	\$ 4.50
10/29/25	Attorney Service-Filing	25.10.29 Odyssey File & Serve - Envelope Receipt	\$ 4.50
11/3/25	Lexis or Westlaw	Westlaw usage Oct 2025	\$ 3.78
11/5/25	Lexis or Westlaw	Lexis Usage October 2025	\$ 5.82
12/10/25	Lexis or Westlaw	Lexis usage Nov 2025	\$ 12.25
1/8/26	Lexis or Westlaw	Lexis Usage December 2025	\$ 15.79
2/10/26	Attorney Service-Filing	26.02.10 One Legal Invoice #27392067	\$ 43.94
2/12/26	Lexis or Westlaw	Lexis usage Jan 2026	\$ 17.03
2/25/26	Attorney Service-Filing	26.02.25 One Legal Invoice #27470853	\$ 18.58
3/11/26	Lexis or Westlaw	Westlaw usage Feb 2026	\$ 3.85
3/13/26	Lexis or Westlaw	Lexis usage Feb 2026	\$ 16.39
4/3/26	Lexis or Westlaw	Lexis usage March 2026	\$ 15.06
TBD	Attorney Service-Filing	<i>Estimated Attorney Service charges for efiling motion for final approval</i>	\$ 82.45
TBD	Attorney Service-Filing	<i>Estimated Attorney Service charges for efiling notice of entry of order and judgment</i>	\$ 18.58
TBD	Attorney Service-Filing	<i>Estimated Attorney Service charges for efiling final accounting declaration</i>	\$ 18.58
TBD	Attorney Service-Filing	<i>Estimated Attorney Service charges for efiling supplemental final accounting declaration</i>	\$ 18.58
TSLF CURRENT COSTS THROUGH 04/17/26			\$ 28,046.77
UELG CURRENT COSTS THROUGH 04/17/26			\$ 1.14
TSLF ESTIMATED FUTURE COSTS			\$ 138.19
TOTAL APPROX COSTS THROUGH FINAL ACCOUNTING			\$ 28,186.10

Firm	Total Costs
The Spivak Law Firm	\$ 28,184.96
United Employees Law Group	\$ 1.14
Grand Total	\$ 28,186.10

EXHIBIT 13



October 20, 2025

Case: Snow v. Kirkwood, PAGA Administration

Phoenix Contact: Michael E. Moore
 Contact Number: 949.331.0131
 Email: mike@phoenixclassaction.com

CASE ASSUMPTIONS

Class Members	72
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	72
Subtotal Admin Only	\$3,395.98

Flat Fee Total \$3,395.98

For 72 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Spanish Translation, Printing & Mailing Included

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
 Estimate is based on 72 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$2.50	9	\$22.50
NCOA (USPS)	\$12.00	1	\$12.00
Total			\$334.50

* Up to 120 days after disbursement

Data Merger & Scrub / PAGA Letter & Check / Postage / Spanish Translation			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Spanish Translation	\$150.00	1	\$150.00
Data Merge & Duplication Scrub	\$0.09	72	\$6.48
PAGA Letter and Check Packet	\$1.00	72	\$72.00
Estimated Postage (up to 1 oz.)*	\$0.70	72	\$50.40
Total			\$378.88

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$75.00	1	\$75.00
Skip Tracing Undeliverables	\$0.75	16	\$12.00
Remail PAGA Packets	\$1.00	13	\$13.00
Estimated Postage	\$0.70	13	\$9.10
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$159.10

Case Management			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Case Manager	\$85.00	1	\$85.00
Total			\$195.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	1	\$135.00
Total			\$635.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$70.00	1	\$70.00
Remail Undeliverable Checks (Postage Included)	\$1.50	9	\$13.50
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
QSF Annual Tax Reporting *	\$700.00	1	\$700.00
(State Tax Reporting & Escheating Uncashed Checks to the State of CA included)			
Total			\$1,693.50
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$3,395.98



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 14

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Snow v. Kirkwood
Wednesday, October 15, 2025

Requesting Attorney:
Emily Houg Ly
The Spivak Law Firm
emily@spivaklaw.com
818.582.3180

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	72
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,972.12
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,257.88
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$4,450.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Snow v. Kirkwood

Wednesday, October 15, 2025

Requesting Attorney's Name: Emily Houg Ly

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$30.00	1	\$30.00
Toll-Free Telephone Support	Flat Rate	\$52.12	1	\$52.12

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,972.12

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	72	\$108.00
USPS First Class 1oz Postage	Per Piece	\$0.74	72	\$53.28
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	11	\$21.60
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,257.88

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$4,450.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 15



Reference No. 20251016-PJI-03

October 16, 2025

Emily HOUNG Ly
The Spivak Law Firm
1875 Century Park East 7th Floor
Los Angeles, CA 90067

RE: *Snow v. Kirkwood*

Dear Emily,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$5,180.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104

Estimate Number:	20251016-PJI-03	Prepared By:	Patrick J. Ivie
Estimate Date:	10/16/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	1/14/2026	Email:	pvie@simpluris.com

Primary Contact
Attorney: **Emily Houg Ly**
Firm: The Spivak Law Firm
Email: emily@spivaklaw.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: Snow v. Kirkwood
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Class/Aggrieved Employees:	72	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN/SP	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Length of Administration:	6 Months	Tax Year(s):	1

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	1	\$110.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$460.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Spanish translation of the 3-page Notice
- Disburse notice with award payments and tax documents, sent by First Class US Mail
- Uncashed funds will be sent to the California Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	1	\$90.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	6	\$750.00
Spanish Translation (assuming 1,350 words)	\$0.25	1,350	\$337.50
NCOA/CASS/LACS	\$0.14	72	\$10.08
Print & Mail Distribution Check and Tax Docs	\$3.00	72	\$216.00
Postage	\$0.72	72	\$51.84
Process Returned Checks	\$0.20	8	\$1.60
Skip Trace Search Undeliverable Checks	\$0.12	8	\$0.96
Remail Checks (includes postage)	\$4.00	8	\$32.00
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	2	\$5.00
Reissue 1099s	\$2.50	2	\$5.00
Responding to IRS/State/Agency Inquiries	\$75.00	1	\$75.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	1	\$90.00
Total:			\$4,439.98

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	1	\$45.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$280.00

Total Estimated Cost of Administration: \$5,180

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit of such settlement funds with such institutions. Such amounts may be retained by Simpluris as a financial benefit and to offset administration costs including FDIC deposit insurance recordkeeping. In addition, Simpluris may also be required to establish a Qualified Settlement Fund ("QSF") to hold the settlement funds. Simpluris may derive financial benefits from the QSF in the form of interest payments derived therefrom. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 8 - Limitation of Liability; Disclaimer of Warranties, Section 10 – Rights in Data, and Section 15- Jurisdiction, 17 -Confidentiality, and Section 18 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.