

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

QUENTECE BOONE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CEC EMPLOYEE GROUP, LLC, a
Delaware Limited Liability Company;
CODING DOJO, INC.; PERDOCEO
EDUCATION CORPORATION; and
DOES 1 through 100,

Defendants.

CASE NO. 23STCV10680

*[Case assigned for all purposes to the Hon.
Timothy Patrick Dillon, Dept. 15]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE SERVICE AWARD**

Date: May 6, 2026
Time: 10:00 a.m.
Dept.: 15

Action Filed: May 11, 2023
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC, and I serve as counsel for the named
 f in this action, Quentec Boone (“Plaintiff”). I am a member in good standing of the bar
 State of California and am admitted to practice in this Court. I have personal knowledge of
 s stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in employment law, with a focus on off-side employment litigation. From October 2014 to May 2015, I worked as an associate attorney at Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies, discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a nationwide basis. My responsibilities also include: investigating potential cases; conducting client and witness interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for summary judgment and final approval; arguing motions and attending case management and other court appearances; negotiating class and representative action settlements and drafting long-form settlement agreements; and working with settlement administrators to implement settlements and manage the settlement administration process.

4. The following is a non-exhaustive list of wage and hour class actions that have granted final approval in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- 1 • *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-
2 OE-CXC, Superior Court of California, County of Orange, Honorable William D.
3 Claster presiding;
- 4 • *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-
5 2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange,
6 Honorable Randall J. Sherman presiding;
- 7 • *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County
8 of Los Angeles, Honorable Elihu M. Berle presiding;
- 9 • *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of
10 California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- 11 • *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of
12 California, County of San Joaquin, Honorable Roger Ross presiding;
- 13 • *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708,
14 Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson
15 presiding;
- 16 • *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior
17 Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- 18 • *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los
19 Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an
20 hourly rate of \$400 for work performed in 2018 and 2019);
- 21 • *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County
22 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
23 \$425 for work performed in 2018, 2019, and 2020);
- 24 • *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego
25 County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly
26 rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);

- *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$575 for work performed from 2022-2023);
- *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of \$650 for work performed from 2020-2024); and
- *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Case No. 21STCV27103, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

5. I have also been named Class Counsel for a certified class following a contested motion for class certification in the following case:

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor of the aggrieved employees.

7. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each year.

8. As counsel for Plaintiff, I have been actively involved in all aspects of this litigation since its inception. I played an integral part in the negotiation and resolution of the claims at issue in this lawsuit.

1 9. A true and correct copy of the Court’s January 15, 2026 Order Granting
2 Preliminary Approval is attached hereto as **Exhibit 1**. A true and correct copy of my firm’s cost
3 records is attached hereto as **Exhibit 2**. True and correct copies of the LWDA submission
4 confirmations related to Plaintiff’s motion are attached hereto as **Exhibit 3**. A true and correct
5 copy of BRG’s invoice for this matter is attached hereto as **Exhibit 4**. A true and correct copy of
6 my firm’s billing summary is attached hereto as **Exhibit 5**. A true and correct copy of the 2026
7 Laffey Matrix is attached hereto as **Exhibit 6**.

8 10. On May 11, 2023, Plaintiff filed the initial Complaint, alleging that Defendants
9 failed to: (1) provide all required meal periods; (2) authorize and permit all required rest periods;
10 (3) issue accurate, itemized wage statements; (4) timely pay all final wages upon separation; and
11 (5) comply with California’s Unfair Competition Law (“UCL”). On July 17, 2023, Plaintiff filed
12 the operative First Amended Complaint (“FAC”), adding a cause of action for civil penalties
13 under PAGA.

14 11. Before mediation, Defendants produced timekeeping and payroll records for all
15 putative class members, along with the employee handbook and other relevant policies. With the
16 assistance of a retained expert who holds a Ph.D. in economics, Plaintiff analyzed the records and
17 created a comprehensive damages model. On March 5, 2024, the Parties participated in a private
18 mediation with Michael J. Loeb, Esq., a highly respected wage and hour class action mediator.
19 At the conclusion of the mediation, Mr. Loeb issued a mediator’s proposal, which the Parties
20 ultimately accepted.

21 12. After the Court issued its October 14, 2025 checklist for preliminary approval, the
22 Parties met and conferred regarding the Court’s concerns, amended the long-form Settlement
23 Agreement, and filed supplemental briefing. Plaintiff also filed Doe amendments on December
24 23, 2025 naming Coding Dojo, Inc. and Perdoceo Education Corporation. On January 15, 2026,
25 after considering the moving and supplemental papers, the Court granted preliminary approval.
26 Plaintiff also provided the LWDA with the Settlement Agreement and the moving papers
27 associated with preliminary approval.
28

1 13. Defendants will pay a non-reversionary Gross Settlement Amount (“GSA”) of
2 \$540,000.00. After deducting the requested attorneys’ fees of \$180,000.00, litigation costs of
3 \$21,189.09, the \$7,500.00 Class Representative Service Award, \$7,490.00 in settlement
4 administration costs, and the \$40,000.00 Gross PAGA Payment, Apex currently estimates that
5 approximately \$283,820.91 will be distributed to Participating Class Members as Individual Class
6 Payments. For tax purposes, one-third of each Individual Class Payment will be allocated to
7 wages, subject to applicable withholdings, and two-thirds will be allocated to interest and
8 penalties, not subject to withholdings. The Individual PAGA Payments will be allocated 100% to
9 penalties. Further, Defendants will pay the employer’s share of payroll taxes separately from, and
10 in addition to, the GSA.

11 14. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendants contend
12 that many or all Class Members signed arbitration agreements containing class action waivers,
13 which could potentially bar classwide adjudication and require individual arbitration of their
14 claims. That issue alone presented significant litigation risk, particularly with respect to
15 certification and the ability to obtain relief on a representative basis.

16 15. Plaintiff contends Defendants failed to provide uninterrupted, 30-minute meal
17 periods commencing before the end of the fifth hour of work, and failed to pay all meal period
18 premiums owed as a result. Defendants respond that they maintained a facially compliant meal
19 period policy, were required only to provide the opportunity to take meal periods rather than
20 ensure they were taken, and that any late, short, or missed meal periods reflected employee choice
21 rather than a uniform unlawful policy. Defendants further contend that individualized inquiries
22 would be required to determine whether any waiver applied, whether a premium was paid, and
23 why a particular meal period was late, short, or missed.

24 16. Plaintiff also contends Defendants failed to authorize and permit compliant rest
25 periods due to workload demands, mandatory availability for student communications, and the
26 practical inability to step away from work responsibilities. Defendants dispute those allegations
27 and assert that they maintained a facially lawful written rest period policy, always authorized and
28 permitted rest periods consistent with that policy, and did not impede employees’ ability to take

1 them. Defendants further contend that rest periods are inherently unrecorded, and that
2 individualized inquiries would be necessary to determine whether any employee was actually
3 denied a compliant rest period on any given shift, thereby creating significant certification and
4 manageability issues.

5 17. Plaintiff further alleges derivative wage statement violations, waiting time
6 penalties, violations of the Unfair Competition Law, and PAGA penalties based on the same
7 underlying conduct. Defendants contend that any wage statement violations were not knowing
8 and intentional and did not cause injury within the meaning of Labor Code § 226(e). Defendants
9 also contend they had good-faith defenses to the underlying meal period and rest period claims,
10 which would preclude waiting time penalties because any failure to pay final wages would not
11 have been willful. Defendants likewise maintain that Plaintiff's UCL claim rises or falls with the
12 underlying wage-and-hour theories, and that even if some liability were established, the Court
13 would likely exercise its discretion to substantially reduce any PAGA penalties.

14 18. My firm's fee request of \$180,000.00, which is one-third of the Gross Settlement
15 Amount, is fair and reasonable based on a percentage of the recovery. This is also consistent with
16 my firm's experience in similar wage and hour class action matters.

17 19. In this case, my firm's lodestar is approximately \$138,680.00, and the requested
18 fee of \$180,000.00 reflects a lodestar multiplier of approximately 1.3. A general summary
19 showing the number of hours worked by each attorney and firm paralegals, and the resulting
20 lodestar, is set forth below and supported by my firm's billing summary. The billing rates used
21 are reasonable in view of the evidence submitted herewith.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	\$975	9.0	\$8,775.00
Fletcher W. Schmidt (14th Year Attorney)	\$875	34.7	\$30,362.50
Andrew J. Rowbotham (12th Year Attorney)	\$775	114.5	\$88,737.50
Susan J. Perez (7th Year Attorney)	\$550	15.5	\$8,525.00
Firm Paralegals	\$200	11.4	\$2,280.00
Total Lodestar			\$138,680.00

1 20. My firm has incurred substantial attorneys' fees conducting pre-filing
2 investigation, analyzing Plaintiff's claims, conducting legal research, conducting extensive
3 informal discovery, analyzing Settlement Class Members' timekeeping and payroll records with
4 the assistance of a retained expert, creating a comprehensive damages model, preparing for and
5 attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing
6 the Motion for Preliminary Approval, overseeing the notice process and communicating with the
7 Settlement Administrator regarding notice procedures, weekly reports, returned-mail updates, and
8 response tracking, preparing this Motion for Final Approval, and otherwise litigating the case. In
9 addition, my firm anticipates expending additional efforts appearing at the Final Approval
10 Hearing, overseeing the settlement distribution process, and working with the Settlement
11 Administrator to submit a report to the Court after distribution.

12 21. My firm's cost records reflect \$20,984.09 in out-of-pocket litigation expenses
13 incurred to date. Plaintiff seeks reimbursement of a total of \$21,189.09, which includes an
14 additional \$205.00 in reasonably anticipated future costs. These projected costs are associated
15 with the filing and service of the Motion for Final Approval, which will be incurred following
16 submission of this motion, the cost of the Settlement Administrator's final accounting declaration,
17 and the costs of the Final Disbursement Declaration, which will be prepared after disbursement
18 of the Settlement proceeds and expiration of the check cashing deadline. These costs are both
19 foreseeable and necessary to fully implement the terms of the Settlement and to complete the final
20 approval process.

21 22. My firm retained J. Michael DuMond and his team at Berkeley Research Group,
22 LLC ("BRG") to perform expert analyses in support of Plaintiff's claims, including evaluation of
23 class-wide damages exposure.

24 23. Plaintiff also requests that the Court approve \$7,490.00 in administration costs to
25 Apex Class Action LLC, the Court-appointed Settlement Administrator. As detailed in the
26 Declaration of Madely Nava, Apex performed the essential duties required to administer the
27 Settlement and implement the Court-approved notice process. Specifically, Apex processed the
28 Class Data list, ran the mailing addresses through the National Change of Address database,

1 mailed the Court-approved Class Notice in English and Spanish, handled returned mail and skip
2 tracing, tracked requests for exclusion, objections, and disputes, and will perform the post-
3 approval tasks required by the Settlement, including calculating final settlement payments,
4 issuing checks, and handling tax reporting.

5 24. Plaintiff seeks a Class Representative Service Award of \$7,500.00, which is
6 reasonable given her efforts in this case, the risks she undertook on behalf of the Settlement Class,
7 and her agreement to provide a general release of claims, including a waiver under California
8 Civil Code § 1542. Plaintiff's contributions to this case were substantial. Plaintiff searched for
9 relevant documents, provided factual information to my firm, participated in multiple calls with
10 my firm to discuss the claims in the lawsuit and Defendants' policies and practices, assisted my
11 firm in preparing for mediation, and made herself available during mediation to answer factual
12 questions posed by opposing counsel and the mediator. Plaintiff also undertook significant risks
13 by agreeing to serve as the named plaintiff in this case, and she agreed to a general release of
14 claims subject to a waiver of California Civil Code § 1542, which is a broader general release
15 than what other Class Members provided.

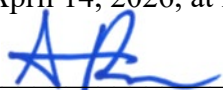
16 25. The requested Class Representative Service Award also conforms to the Court's
17 preliminary approval order, which capped the service award at \$7,500.00.

18 26. Plaintiff spent between 20 and 25 hours performing these duties on behalf of the
19 Settlement Class. Plaintiff's participation directly benefited the Settlement Class, as the recovery
20 obtained here would not exist absent her decision to pursue these claims.

21 27. I confirm that neither I nor my firm has any interest or involvement in, and that
22 neither I nor my firm is affiliated with Apex Class Action LLC or Koinonia Family Services.

23 28. I am not aware of any other pending matter or action asserting claims that will be
24 extinguished or adversely affected by the Settlement. I made a reasonable inquiry of other
25 members of my law firm to determine whether anyone in my firm is aware of any such action.

26 I declare under penalty of perjury under the laws of California and the United States that
27 the foregoing is true and correct. Executed on April 14, 2026, at El Segundo, California.

28


Andrew J. Rowbotham

EXHIBIT 1

Electronically Received 04/07/2025 01:48 PM

FILED

Superior Court of California
County of Los Angeles

01/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

QUENTECE BOONE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CEC EMPLOYEE GROUP, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 100,

Defendants.

CASE NO. 23STCV10680

*[Case assigned for all purposes to the Hon.
Kenneth R. Freeman, Dept. 14]*

Timothy Patrick Dillon 15

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: ~~April 29, 2025~~ 01/15/2026

Time: ~~11:00 a.m.~~ 10:00 AM

Dept.: ~~14~~ 15

Action Filed: May 11, 2023

Trial Date: None Set

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL

1 Plaintiff Quentece Boone’s (“Plaintiff”) Motion for Preliminary Approval of Class Action
2 Settlement came regularly for hearing before this Court on April 29, 2025 at 11:00 a.m. The
3 Court, having considered the proposed Class Action and PAGA Settlement Agreement (the
4 “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham filed
5 concurrently herewith; having considered Plaintiff’s Motion, Memorandum of Points and
6 Authorities in support thereof, and supporting declarations filed therewith; and good cause
7 appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the Settlement and finds that its
9 terms fall within the range of possible final approval. For settlement purposes only, the Court
10 conditionally certifies the following Settlement Classes under California Code of Civil Procedure
11 § 382:

12 **CEC Class:** all individuals who are or previously were employed by Defendant
13 CEC Employee Group, LLC who worked in California as non-exempt employees
during the time period of March 2, 2020, to June 3, 2024.

14 **Coding Dojo Class:** all non-exempt individuals who are or previously were
15 working for Coding Dojo in California as non-exempt employees during the time
period of May 11, 2019, to June 3, 2024.

16 2. The Court appoints Plaintiff Quentece Boone as Class Representative, and
17 appoints Fletcher W. Schmidt, Paul K. Haines, and Andrew J. Rowbotham of Haines Law Group,
18 APC as Class Counsel.

19 3. The Court appoints Apex Class Action LLC as the Settlement Administrator.

20 4. The Court approves, as to form and content, the Notice of Proposed Class Action
21 Settlement (“Class Notice”), attached as Exhibit A to the Settlement Agreement.

22 5. The Court finds that the proposed method of notice to the Settlement Class
23 constitutes the best practicable notice under the circumstances and satisfies the requirements of
24 California Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769,
25 and due process.

26 6. The Court approves the procedures for Settlement Class Members to opt out of or
27 object to the Settlement, as set forth in the Class Notice.
28

1 7. The Court finds that the procedures for submitting objections are fair, reasonable,
2 and designed to protect the due process rights of all Class Members.

3 8. The Court directs the Settlement Administrator to distribute the Class Notice in
4 accordance with the terms of the Settlement Agreement and to carry out all duties required under
5 the Settlement.

6 9. The Class Notice shall provide Settlement Class Members with at least 60 calendar
7 days from the mailing date to opt out of or object to the Settlement. Requests for Exclusion and
8 Objections shall be submitted directly to the Settlement Administrator and not filed with the
9 Court. The Settlement Administrator shall forward all such submissions to counsel for the Parties
10 and shall file a declaration with the Court concurrently with Plaintiff's Motion for Final Approval
11 authenticating all Requests for Exclusion and Objections received. The Settlement Administrator
12 shall notify any objecting Class Member of any continuance of the Final Approval Hearing.

13 10. The Final Approval Hearing is set for 05/06/2026, ~~2025~~, at 10:00 a.m./~~p.m.~~
14 in Department ¹⁵~~14~~ of this Court, located at 312 North Spring Street, Los Angeles, CA 90012, to
15 determine: (a) whether the Settlement should be finally approved as fair, reasonable, and
16 adequate; (b) whether judgment should be entered pursuant to the Settlement; and (c) whether to
17 approve Plaintiff's requests for attorneys' fees, costs, service award, settlement administration
18 costs, and payment to the Labor and Workforce Development Agency ("LWDA") pursuant to
19 PAGA.

20 11. Plaintiff shall file her motion and supporting papers for final approval of the
21 Settlement, attorneys' fees and costs, the service award, settlement administration expenses, and
22 the PAGA payment in accordance with applicable statutes and rules.
23
24
25
26
27
28

12. The implementation schedule is set as follows ~~(assuming the Court signs this Order on April 29, 2025):~~

Event	Date
Defendant to provide Class Member data to Settlement Administrator (14 business days after preliminary approval)	May 19, 2025 02/05/2026
Class Notice mailed to Class Members (10 business days after receiving data)	June 3, 2025 02/23/2026
Deadline to request exclusion, object, or dispute workweek count (60 calendar days after mailing)	August 2, 2025 04/24/2026
Deadline to file Motion for Final Approval	At least 30 days before Final Approval Hearing
Final Approval Hearing	<u>05/06/2026</u> , 2025 at <u>10:00</u> a.m./ p.m.

13. All proceedings in this action, other than those necessary to carry out the terms of the Settlement or this Order, are stayed pending the Final Approval Hearing.

14. The Parties are authorized to implement the Settlement in accordance with its terms and this Order.

IT IS SO ORDERED.

Dated: 01/15/2026, 2025




Honorable Kenneth R. Freeman
Judge of the Superior Court

Timothy Patrick Dillon / Judge

Service award shall be at most \$7500.

EXHIBIT 2

Quentece Boone v. CEC Employee Group, LLC, et al.

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
4/30/2023	ALL	Postage for April, 2023.	1 13.70	13.70
	ALL	Copying cost for April, 2023.	21 0.25	5.25
5/12/2023	IDLC	One legal's filing fee for: Complaint, Civil case cover sheet, summons. Order #: [REDACTED]	1 1,494.99	1,494.99
	IDLC	LWDA Filing fee.	1 75.00	75.00
5/15/2023	IDLC	One legal's filing fee for: Notice of posting of jury fees. Order #: [REDACTED]	1 172.08	172.08
5/16/2023	IDLC	First legal's service fee for: Service of summons and complaint. Order #: [REDACTED]	1 189.63	189.63
5/18/2023	IDLC	One legal's filing fee for: Proof of personal service. Order #: [REDACTED]	1 17.66	17.66
5/31/2023	ALL	Postage for May, 2023.	1 6.85	6.85
	ALL	Copying cost for May, 2023.	13 0.25	3.25
6/28/2023	IDLC	One legal's filing fee for: Proof of service (Not summons and complaint) Order #: [REDACTED]	1 17.66	17.66
6/30/2023	ALL	Copying cost for June, 2023.	12 0.25	3.00

			<u>Qty/Price</u>	<u>Amount</u>
8/18/2023	IDLC	First legal's filing fee for: Joint status conference report, Proof of service (Not summons and complaint) Order #: [REDACTED]	1 17.66	17.66
9/25/2023	IDLC	Document purchase for: Order authorizing electronic service. Receipt #: [REDACTED]	1 5.80	5.80
11/1/2023	ALL	Case Anywhere service fee for 8/16/23-10/31/23 Invoice #: [REDACTED]	1 177.48	177.48
11/16/2023	KI	Document purchase fee for: Minute order (Initial status conference) Receipt #: [REDACTED]	1 2.00	2.00
12/13/2023	IDLC	JAMS mediation fees for November 20, 2023 mediation. Invoice #: [REDACTED]	1 9,500.00	9,500.00
12/31/2023	IDLC	FedEx for December, 2023.	1 16.70	16.70
	ALL	Copying cost for December, 2023.	3 0.25	0.75
2/2/2024	IDLC	Case Anywhere service fee for 11/1/2023 - 1/31/2024 Invoice #: [REDACTED]	1 147.00	147.00
2/29/2024	PKH	Expert fee. Services through February 29, 2024. BRG Invoice # [REDACTED]	1 7,524.00	7,524.00
3/31/2024	ALL	FedEx costs for March 2024.	1 33.46	33.46
	ALL	Copying cost for March, 2024.	49 0.25	12.25
4/30/2024	ALL	Copying cost for April, 2024.	1 0.25	0.25
5/3/2024	ALL	Case Anywhere service fee for 2/1/24-4/30/24 Invoice #: [REDACTED]	1 147.00	147.00
8/1/2024	ML	Case Anywhere for 5/1/24-7/31/24 Invoice #: [REDACTED]	1 147.00	147.00
9/23/2024	IDLC	First legal's filing fee for: Joint Notice of Settlement and Stipulation to Vacate Non Appearance Case Review Re: Filing Motion for Class Certification and Set Preliminary Approval Hearing;Proof of Service (not Summons and Complaint);Joint Notice of Settlement and	1 36.95	36.95

		<u>Qty/Price</u>	<u>Amount</u>
	Stipulation to Vacate Non Appearance Case Review Re: Filing Motion for Class Certification and Set Preliminary Approval Hearing. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge		
11/4/2024 ML	Case Anywhere service fee for 8/1/2024-10/31/2024 Invoice #: [REDACTED]	1 159.00	159.00
12/31/2024 ALL	Postage for December, 2023.	1 4.98	4.98
2/3/2025 ML	Case Anywhere service fee for 11/1/24-1/31/25 Invoice #: [REDACTED]	1 147.00	147.00
3/5/2025 ML	Case Anywhere service fee for 2/1/2025-2/28/2025 Invoice #: [REDACTED]	1 49.00	49.00
4/4/2025 ML	Case Anywhere service fee for 3/1/25-3/31/25 Order #: [REDACTED]	1 49.00	49.00
4/7/2025 IO	One Legal's filing fee for: Motion for Preliminary Approval of Settlement, Order, Order, Declaration, Declaration, Declaration, Declar Order #: [REDACTED]	1 86.42	86.42
5/2/2025 ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #: [REDACTED]	1 97.00	97.00
6/2/2025 ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #: [REDACTED]	1 49.00	49.00
7/1/2025 ML	Case Anywhere service fee for 6/1/25-6/30/25 Invoice #: [REDACTED]	1 49.00	49.00
8/4/2025 ML	Case Anywhere service fee for 7/1/25-7/31/25 Invoice #: [REDACTED]	1 49.00	49.00
9/2/2025 ML	Case Anywhere's service fee for 8/1/25-8/31/25 Invoice #: [REDACTED]	1 49.00	49.00

		<u>Qty/Price</u>	<u>Amount</u>
10/1/2025 ML	Case Anywhere's service fee for 9/1/25 - 9/30/25 Invoice #: [REDACTED]	1 49.00	49.00
10/24/2025 IO	One Legal's Filing fee for: Notice Order #: [REDACTED]	1 23.44	23.44
11/3/2025 ML	Case Anywhere's service fee for 10/1/25 - 10/31/25 Inv. #: [REDACTED]	1 55.00	55.00
11/26/2025 IO	One Legal's Filing fee for: Stipulation and Order, Stipulation and Order, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 45.12	45.12
12/1/2025 ML	Case Anywhere's service fee for 11/1/25-11/30/25 Inv. #: [REDACTED]	1 61.00	61.00
12/29/2025 IO	One Legal's Filing fee for: Amendment to Complaint (Fictitious/Incorrect Name), Amendment to Complaint (Fictitious/Incorrect Name) Order #: [REDACTED]	1 24.53	24.53
12/31/2025 ML	Westlaw cost for December, 2025.	1 5.23	5.23
1/2/2026 ML	Case Anywhere's service fee for 12/1/25-12/31/25 Invoice # [REDACTED]	1 67.00	67.00
2/2/2026 ML	Case Anywhere's service fee for 1/1/26-1/31/26 Invoice #: [REDACTED]	1 49.00	49.00
3/2/2026 ML	Case Anywhere's service fee for 2/1/26 - 2/28/26 Inv. #: [REDACTED]	1 49.00	49.00
Total additional charges			\$20,984.09
Balance due			\$20,984.09

EXHIBIT 3

EXHIBIT 4



Paul Haines
Haines Law Group
2155 Campus Drive
Suite 180
El Segundo, CA 90245

March 8, 2024
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Boone v. CEC Employee Group, LLC

Services Rendered Through February 29, 2024

Professional Services	\$ 7,524.00	USD
CURRENT CHARGES	\$ 7,524.00	USD

PAYMENT IS DUE BY April 7, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]





To: Paul Haines
c/o: Haines Law Group
RE: Boone v. CEC Employee Group, LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through February 29, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	600.00	1.50	900.00
Senior Managing Consultant			
Brooke Dinwiddie	460.00	14.40	6,624.00
Total Professional Services		15.90	7,524.00



To: Paul Haines
c/o: Haines Law Group
RE: Boone v. CEC Employee Group, LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through February 29, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
02/22/24	Brooke Dinwiddie	Reviewed data; loaded data.	2.30
02/23/24	Brooke Dinwiddie	Prepared data.	1.90
02/23/24	Jon M. DuMond	Review data; case discussions.	0.60
02/26/24	Brooke Dinwiddie	Analyzed data.	5.50
02/27/24	Brooke Dinwiddie	Analyzed data.	4.70
02/27/24	Jon M. DuMond	Review analyses, results; case discussions.	0.90
Professional Services			15.90

EXHIBIT 5

Haines Law Group, APC
Billing Summary
Quentece Boone v. CEC Employee Group, LLC, et al.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial client interviews, factual investigation, review of client-provided documents, legal intake assessment, and new matter onboarding.	PKH 1.0 hours @ \$975 FWS 3.0 hours @ \$875 Paralegals 0.8 hours @ \$200	\$3,760.00
Conduct legal research regarding potential claims; research corporate relationships and related entities; review public filings and docket materials.	FWS 2.4 hours @ \$875 AJR 1.0 hours @ \$775	\$2,875.00
Draft and file complaint and case-initiating documents, including summons, civil case cover sheet, jury fee notice, and service coordination.	FWS 0.5 hours @ \$875 AJR 4.4 hours @ \$775 Paralegals 1.3 hours @ \$200	\$4,107.50
Draft and file First Amended Complaint to add PAGA claim; review answer; coordinate service and pleading follow-up.	AJR 1.1 hours @ \$775 Paralegals 0.5 hours @ \$200	\$952.50
Prepare joint initial status conference statement; review complex case orders, service requirements, and case management deadlines; internal strategy conferences regarding litigation posture.	FWS 1.6 hours @ \$875 AJR 3.2 hours @ \$775 Paralegals 0.9 hours @ \$200	\$4,060.00
Meet and confer with defense regarding mediation and informal discovery;	PKH 3.0 hours @ \$975 FWS 8.5 hours @ \$875 AJR 32.8 hours @ \$775	\$38,622.50

review policy documents, arbitration agreements, and payroll/timekeeping data; coordinate with expert; develop damages model; prepare mediation brief and exhibits; pre-mediation call with mediator.	SJP 4.0 hours @ \$550 Paralegals 3.2 hours @ \$200	
Attend full-day mediation with Michael J. Loeb, Esq.	FWS 8.0 hours @ \$875 AJR 8.0 hours @ \$775 SJP 8.0 hours @ \$550	\$17,600.00
Review mediator's proposal and negotiate settlement terms; draft and revise MOU, long-form settlement agreement, class notice, administration provisions, and LWDA-related settlement materials; review administrator bids.	PKH 1.5 hours @ \$975 FWS 2.5 hours @ \$875 AJR 17.6 hours @ \$775 SJP 3.5 hours @ \$550	\$19,215.00
Draft and file joint notice of settlement and stipulation to vacate non-appearance case review and set preliminary approval hearing.	AJR 1.5 hours @ \$775 Paralegals 0.8 hours @ \$200	\$1,322.50
Draft and file motion for preliminary approval and supporting declarations, proposed order, class notice packet, and service papers.	PKH 0.9 hours @ \$975 FWS 3.0 hours @ \$875 AJR 16.9 hours @ \$775 Paralegals 1.1 hours @ \$200	\$16,820.00
Review Court's PA checklist; meet and confer with defense regarding issues raised; revise settlement agreement and class notice; draft supplemental brief; obtain declarations regarding	PKH 1.1 hours @ \$975 FWS 2.5 hours @ \$875 AJR 13.7 hours @ \$775 Paralegals 1.3 hours @ \$200	\$14,137.50

cy pres and related issues; draft and file stipulation continuing briefing and hearing; draft and file Doe amendments; prepare for and attend preliminary approval hearing.		
Communicate with settlement administrator; review notice procedures, weekly reports, returned-mail updates, and response tracking.	PKH 0.5 hours @ \$975 FWS 0.5 hours @ \$875 AJR 1.5 hours @ \$775	\$2,087.50
Draft motion for final approval, fee request, cost summary, billing summary, and proposed judgment/order; prepare for final approval hearing.	PKH 1.0 hours @ \$975 FWS 2.2 hours @ \$875 AJR 12.8 hours @ \$775 Paralegals 1.5 hours @ \$200	\$13,120.00
TOTAL:		\$138,680.00

EXHIBIT 6

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.