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Attorneys for Plaintiff
Karyn Drasher

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

KARYN DRASHER, on behalf of herself and
all aggrieved employees,

Plaintiff,

v.

ADVANCED BUILDING MAINTENANCE,
INC. and DOES 1 to 100,

Defendants.

Case No. 23CV008372

**DECLARATION OF MANNY STARR IN
SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: March 21, 2025

Time: 9:00 a.m.

Dept.: 23

I, Manny Starr, declare as follows:

1. I am an attorney law duly admitted to practice before all courts in the State of California and am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff Karyn Drasher ("Plaintiff"). I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

HISTORY OF THE CASE

2. On June 15, 2023, Plaintiff uploaded a PAGA letter to the LWDA website and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code for minimum wage violations, overtime violations, meal break violations, rest break violations, wage statement violations, wage reimbursement violations, and waiting time penalties.

3. A true and correct copy of the June 15, 2023, PAGA notice letter is attached as **Exhibit A**.

4. On September 12, 2023, Plaintiff filed the original PAGA complaint against Defendant, alleging unpaid wage violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, violation of Unfair Competition Law, PAGA penalties, and Labor Code section 1102.5 wrongful termination.

5. Plaintiff sent written discovery to Defendant. Defendant asked for an extension and then agreed to participate in mediation and exchange informal discovery. Mediation with experienced employment law mediator Steven Rottman was scheduled for October 1, 2024.

6. Prior to the mediation, Plaintiff requested, and Defendant produced Plaintiff's employee file, relevant company policies, and a 20% sampling of time and payroll data.

7. The case ultimately settled at mediation for \$375,000.

8. A true and correct copy of the signed Settlement Agreement is attached as **Exhibit B**.

9. A true and correct copy of the proposed letter to accompany the checks to the aggrieved employees is attached as **Exhibit C**.

10. A true and correct copy of proof of submission of the settlement agreement to the LWDA is attached as **Exhibit D**.

11. There is also a separate settlement for Plaintiff's individual wage and hour claims and wrongful termination claim for \$75,000.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

12. I have substantial experience in class action and PAGA litigation. Over the course of my legal career, I have represented over a thousand plaintiffs in employment law litigation, both on an individual and class action basis.

13. Plaintiff's theory of liability centers on Defendant's policy regarding Plaintiff and the Aggrieved Employees requirement to keep communication devices on them for the entirety of their shifts, including during meal breaks.

14. This practice effectively rendered meal breaks on-duty, as they were subject to calls and interruptions during their breaks indicating a pattern of non-compliance.

15. Due to the requirement to keep communication devices on, meal breaks were interrupted.

16. There was no policy, written or otherwise, instructing employees on what to do with their communication devices during meal breaks; employees were not told to leave their devices with someone else, turn them off, or take any other action that would allow for an uninterrupted break.

17. Based on my experience, I believe that the settlement reached in this matter is fair, reasonable, and adequate.

18. This case settled for \$375,000, which is an excellent result given the inherent risks of litigation, and in light of the facts of this case.

19. Based upon Defendant's records, the number of Aggrieved Employees, during the PAGA period, is 1,325. The number of pay periods worked during the PAGA period, defined as the period from September 2, 2022, through February 1, 2025, or through the date the Court enters a final Judgment on its Order Approving the PAGA Settlement, whichever is first, is 39,309.

20. The payments to each Aggrieved Employee will depend on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. Of the \$375,000, \$131,250 (35% of the gross settlement) is attributed to attorney fees, \$20,000 is attributed to costs, \$10,000 for settlement administration, and \$1,500 is the requested PAGA representative enhancement. This means that of the remaining \$212,250 after the deductions above, 75%, or \$159,187.50, will be paid to the Labor and Workforce Development Agency (LWDA), and 25%, or \$53,062.50, will be distributed to the aggrieved employees. The raw average that each aggrieved employee will receive is approximately \$40.04, or \$1.35 per workweek.

21. The settlement for each aggrieved employee is fair, reasonable, and adequate, given the inherent risks of litigation and the costs of pursuing such litigation, discussed further below.

22. With respect to meal break violations, the potential maximum PAGA penalty, the maximum liability is $39,309 \times \$50$ (Labor Code 558 penalty) = \$1,965,450.

23. However, Defendant already resolved another class action matter concerning similar causes of action for a class period from October 7, 2016, to September 1, 2022 (*Griselda Orellana v. Advanced Building Maintenance, Inc.*, Case No. 34-2020-00286791); since the *Orellana* settlement, Defendant established new policies and practices beginning July 2023, demonstrating both good faith compliance efforts and remediation of violations.

24. Given the facts, risks, and potential defenses, the reasonable, risk-adjusted value of Plaintiff's off-the-clock work claim is \$98,272.50, or 5% of the total maximum liability.

25. Plaintiff alleges that Defendant failed to provide compliant rest breaks due to the communication device policy, in an identical manner to the meal break violations.

26. Plaintiff alleges that employees were not relieved of all duties during their rest breaks due to the requirement that employees keep their communication devices on them during breaks.

27. Plaintiff reports frequent rest break interruptions due to assignment of work-related tasks.

28. With respect to rest break violations, the potential maximum PAGA penalty is $39,309 \text{ workweeks} \times \$100 \text{ (Labor Code 2699)} = \$3,930,900$.

29. However, Defendant's potential defenses that time record analysis shows only 2.8% violations for interrupted breaks and the updated policies after *Orellana*, and the inherent risks of litigation, the reasonable, risk-adjusted value of Plaintiff's off-the-clock work claim is \$196,545, or 5% of the total maximum liability.

30. The unpaid wage violations include hours worked off the clock during breaks, as employees were required to keep communication devices on them for the entirety during breaks.

31. Employees were subject to work calls during these breaks, effectively making them on-duty meal and rest breaks for which they were not paid.

32. Defendant did not pay overtime wages when the Aggrieved Employees worked in excess of eight hours per day or 40 hours per week.

33. This includes times when employees were engaged in off-the-clock work during on-duty meal and rest breaks, which should have been compensated at the overtime rate.

34. With respect to off-the-clock work (minimum wage violations), the potential maximum PAGA penalty is $39,309 \times \$100 \text{ (Labor Code 1197.1)} = \$3,930,900$.

35. However, given the facts of this case, Defendant's potential defenses, and the inherent risks of litigation, the reasonable, risk-adjusted value of Plaintiff's off-the-clock work claim is \$196,545, or 5% of the total maximum liability.

36. With respect to overtime violations, the potential maximum PAGA penalty is $39,309 \text{ workweeks} \times \$100 \text{ (Labor Code 2699)} = \$3,930,900$.

37. However, given the facts of this case, Defendant's potential defenses, and the inherent risks of litigation, the reasonable, risk-adjusted value of Plaintiff's overtime work claim is \$196,545, or 5% of the total maximum liability.

38. The wage statement violations are derivative of the unpaid time and meal and rest break violations.

39. According to Plaintiff's analysis, there were 39,309 pay periods within the relevant statutory period where there was one of the violations listed above. This results in a potential maximum PAGA penalty of \$100 (Labor Code 2699) x 39,309 workweeks = \$3,930,900 relating to wage statement violations.

40. However, given the facts of this case, Defendant's potential defenses, and the inherent risks of litigation, the reasonable, risk-adjusted value of Plaintiff's wage statement violation claim is \$393,090, or 10% of the total maximum liability.

41. Based on the data regarding the number of aggrieved employees who are no longer employed by Defendants, the maximum liability PAGA penalty for 1,325 former employees is \$100 x 1,325 = \$132,500 in waiting time penalties.

42. However, given the facts of this case, Defendant's potential defenses that the failure to pay was not willful, that it disputes that any wages were due, that violations were minimal, and that the Aggrieved Employees were not following company procedure, and the inherent risks of litigation, the reasonable, risk-adjusted value of Plaintiff's waiting time penalty claim is \$13,250, or 10% of the total maximum liability.

43. While the settlement of \$375,000 is approximately 2.1% of the theoretical maximum liability, the gross settlement is 34.2% of the risk-adjusted liability – an excellent result.

44. The stated purpose of PAGA is to deter, and PAGA's purpose is effectuated by way of this settlement, with Defendant paying \$375,000 and an awareness of compliance with the applicable Labor Code statutes. Therefore, the total amount attributed to PAGA penalties under this settlement of \$375,000 is fair and reasonable.

45. Further, the PAGA settlement and its terms are fair, reasonable, and adequate, and are the product of good faith, and informed arms-length negotiations between the Parties.

46. The settlement will be uploaded onto the LWDA website on the same day the Motion for Preliminary Approval is filed pursuant to the requirement under Labor Code section 2699(s)(2).

ATTORNEY'S EXPERIENCE

47. The attorneys in my firm who worked on this case are as follows:

- a. Manny Starr: partner with 7 years of experience in wage and hour claims and 7 years of experience in class and PAGA litigation and an hourly rate of \$750, which is my reasonable and usual rate. I billed 47 hours litigating this case.
- b. Adam Rose: of counsel with 15 years of experience in wage and hour claims and 25 years of legal experience and an hourly rate of \$850, which is his reasonable and usual rate. He billed 106.5 hours litigating this case.
- c. Michael Rachmann: associate with 1 year of experience in wage and hour claims and 1 year of experience in class and PAGA litigation and an hourly rate of \$650, which is his reasonable and usual rate. He billed 18 hours litigating this case.

48. The litigation costs expended to aid in the representation of the Aggrieved Employees include the following: Certified Mail costs of \$7.11 for the retainer agreement to Plaintiff, \$8.10 for the PAGA notice to Defendant, and \$8.10 for the record request letter to Defendant; \$75.00 filing fee for filing the PAGA notice with the LWDA; \$15,000 for Plaintiff's portion of the mediation fee; \$1,000 in expert fees; \$172.85 in jury fees and service charges; \$540.49 in Court filing fees and service charges; and \$63.00 for process service. All of these costs are documented and reasonably incurred. All costs include any fee charged by One Legal, Plaintiff Counsel's electronic filing processor, where applicable.

49. A true and correct copy of our time and billing records and cost entries is attached hereto as **Exhibit E**.

50. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in informal discovery and engaged an expert. The parties engaged in arm's length negotiations through an experienced employment law mediator. Based on my review of all the documents and information and based on my experience in complex class and representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

51. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff failed to prevail in the present case, Defendants would have been able to seek costs in connection with their defense of the case.

52. The requested fee award is fair and reasonable and is justified by the work performed; the fee award represents Plaintiff's counsel's lodestar of \$145,015 exceeds the requested attorney fees.

53. For the proposed cy pres recipient, Legal Services of Northern California, I have no interest in that organization.

54. In terms of my experience, I have been named as Class Counsel in several Class Actions, and have been lead counsel in numerous representative PAGA settlements that have been granted approval, including the following:

- a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal and rest break violations, and work related expenses; \$600,000.00 settlement; final approval granted;
- b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; \$7,250,000 settlement; final approval granted;
- c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement approved;
- d. *Mervyn Cole v. Saucey, Inc.* Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; \$590,000 settlement; final approval granted;
- e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808, class action and PAGA case on behalf of security guards for breaks and wage statement violations; \$480,000 settlement; final approval granted;

- 1 f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class action
 2 and PAGA case on behalf of 550 security guards relating to meal and rest break violations
 3 and other wage and hour issues; \$2,300,000 settlement; final approval granted;
- 4 g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-CTL,
 5 class action and PAGA case on behalf of hospital employees relating to meal and rest break
 6 violations, among other things; \$2,125,000 settlement; final approval granted;
- 7 h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-
 8 01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide
 9 compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to
 10 provide accurate itemized wage statements, and failure to pay all wages due at time of
 11 termination; \$1,200,000 settlement; final approval granted;
- 12 i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-
 13 2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct
 14 regular rate, unpaid meal and rest period premiums, failure to provide compliant off-
 15 premises meal and rest periods, and failure to provide compliant wage statements;
 16 \$1,032,500 settlement; final approval granted;
- 17 j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-086285:
 18 PAGA case involving failure to provide compliant meal and rest breaks, failure to properly
 19 account for non-discretionary bonuses in the regular rate of pay for calculating overtime,
 20 failure to provide accurate itemized wage statements, and failure to pay all wages due at
 21 time of termination; \$1,695,000 settlement; PAGA approval granted;
- 22 k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956: Class
 23 action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure
 24 to provide reporting time pay, meal and rest break violations, and various wage statement
 25 and penalty claims; \$4,500,000 settlement; final approval granted; and
- 26 l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA
 27 case relating to work at Van Nuys Airport; \$760,000 settlement; PAGA approval granted.
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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
2 and correct.

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4 Date: February 25, 2025

DocuSigned by:
Manny Starr
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Exhibit A



Adam Rose | Attorney

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 Calabasas, CA 91302



www.frontierlawcenter.com

June 15, 2023

Via Online Filing

<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Via Certified Mail

Advanced Building Maintenance, Inc.
 1804 Tribute Rd., Suite K
 Sacramento, CA 95815

Subject: *Karyn Drasher v. Advanced Building Maintenance, Inc.*
 Initial PAGA Letter

Dear Representative:

This office represents Karyn Drasher ("Plaintiff") for Labor Code claims relating to employment with Advanced Building Management, Inc. ("ABM"). During Plaintiff's employment with ABM as a housekeeper at Adventist Health Medical Center in Bakersfield, she was subject to the Labor Code violations alleged.

Therefore Plaintiff will seek PAGA penalties on behalf of herself and all other non-exempt aggrieved employees of ABM in California and who were subjected to any of the Labor Code violations listed below. The PAGA period begins one year prior to the date of this letter and, because the violations alleged are ongoing, the PAGA period extends beyond the date of this letter.

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order require an employer to pay an employee no less than the minimum wage for all hours worked.

Off the Clock Work

ABM did not pay Plaintiff and the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock.

Applicable Civil Penalties

As a result of the above minimum wage violations, ABM is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work more than eight hours in one workday or 40 hours in any one workweek.

Unpaid Overtime Due to Off the Clock Work

Plaintiff and the Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since Plaintiff and the Aggrieved Employees were required to perform work off the clock including going through mandatory checkpoints, it follows that this time was often overtime. Thus, Plaintiff and the Aggrieved Employees were not paid all overtime wages owed.

Applicable Civil Penalties

ABM is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provide that 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, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

Missed, Late, or Short Meal Breaks

Plaintiff's and the Aggrieved Employees' meal breaks were regularly missed since they were not permitted or were on duty.

Applicable Civil Penalties

ABM is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Missed or Short Rest Breaks

Rest breaks were regularly missed because they were not permitted, or they were on duty.

Applicable Civil Penalties

ABM is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements that include the total wages earned. ABM did not provide wage statements that included premium pay for missed meal and rest breaks and did not include all hours worked.

Applicable Civil Penalties

ABM is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Wage Reimbursements

Plaintiff and the Aggrieved Employees were required to use their personal cell phones while working, but they were not reimbursed for the cell phone use in violation of Labor Code section 2802.

Applicable Penalties

The PAGA penalties in Labor Code section 2699 apply.

Waiting Time Penalties

Plaintiff and the Aggrieved Employees who no longer work for ABM were still owed wages when they stopped working for ABM. Thus they should have received waiting time penalties under Labor Code section 203.

Applicable Penalties

The PAGA penalties in Labor Code section 2699 apply.

Sincerely,

Adam Rose

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: <i>Advanced Building Maintenance, Inc.</i> <i>1804 Tribute Rd., Suite K</i> <i>Sacramento, CA 95815</i>		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com®. OFFICIAL USE	
Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ ☐ Return Receipt (electronic) \$ ☐ Certified Mail Restricted Delivery \$ ☐ Adult Signature Required \$ ☐ Adult Signature Restricted Delivery \$ Postage \$ Total Postage and Fees \$ 8-10	Postmark Here
Sent To <i>Advanced Building Maintenance, Inc.</i> <i>1804 Tribute Rd., Suite K</i> <i>Sacramento, CA 95815</i>	

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Exhibit B

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Karyn Drasher (“Plaintiff”) and defendant Advanced Building Maintenance, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Karyn Drasher v. Advanced Building Maintenance, Inc.*, initiated on September 12, 2023, and pending in Superior Court of the State of California, County of Sacramento.

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employee” means all non-exempt employees employed by Defendant in California who worked for Defendant during the PAGA Period.

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

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Sacramento.

1.8. “Defense Counsel” means Linda Moroney and Natalie Fujikawa of Gordon Rees Scully Mansukhani, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means **Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000)**, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Plaintiff’s Enhancement, Plaintiff Service Payment, and the

Administrator's Expenses Payment.

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

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means Adam Rose, Manny Starr, and Michael Rachmann of Frontier Law Center, the attorneys representing the Plaintiff in the Action.

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

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from September 2, 2022, to February 1, 2025, or the Effective Date, whichever occurs first.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.21. "PAGA Notice" means Plaintiff's June 15, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as follows: 25% (\$53,062.50) to the Aggrieved Employees; and 75% (\$159,187.50) to the LWDA in settlement of Plaintiff's PAGA claims.

1.23. "Plaintiff" means Karyn Drasher, the named Plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by Plaintiff and PAGA Counsel as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and its parent, subsidiary, affiliated and related companies and entities and its and their directors, officers, investors, owners, shareholders, employees, partners, agents, insurers, and attorneys, and any entities or partnerships with which they are affiliated.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendant” means named Defendant Advanced Building Maintenance, Inc.

1.29. “Plaintiff Service Payment” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

2. RECITALS.

2.1. On September 12, 2023, Plaintiff commenced this Action by filing a Complaint asserting causes of action against Defendant for unpaid wage violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, unfair competition, PAGA penalties, and wrongful termination. The Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3. On October 1, 2024, the Parties participated in an all-day mediation presided over by Steven Rottman which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through both formal and informal discovery, a representative sampling of time and payroll records, as well as the plaintiff’s employee file and employee handbooks.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay **Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000)** and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The

Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Plaintiff Service Payment to Plaintiff of not more than One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Plaintiff Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Plaintiff Service Payments no later than 16 court days prior to the Final Approval hearing. If the Court approves a Plaintiff Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Plaintiff Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Plaintiff Service Payment.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be One Hundred Thirty-One Thousand Two Hundred Fifty Dollars and Zero Cents (\$131,250.00) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Two Hundred Twelve Thousand Two Hundred and Fifty Dollars and Zero Cents (\$212,250.00) to be paid from the Gross Settlement Amount, with 75% (\$159,187.50) allocated to the LWDA PAGA Payment and 25% (\$53,062.50) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$53,062.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,325 Aggrieved Employees who worked a total of 39,309 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.

Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks, pursuant to California Code of Civil Procedure section 384, to the following cy pres recipient: Legal Services of Northern California.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from 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.

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

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in

exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 1,325 Aggrieved Employees who worked 39,309 PAGA Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods on the Effective Date is more than ten percent (10%) higher (i.e., exceeds 43,239), then Defendant may, at its election, opt to: (a) increase the PAGA Gross Settlement Amount in the exact proportionate amount as to any additional PAGA Pay Periods (i.e., 12% more pay periods than estimated will result in a 2% proportionate increase in the Gross Settlement Amount); or (b) end the PAGA Period on the date that the total PAGA Pay Periods equals 43,239 pay periods.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations

in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff: Frontier Law Center
eservice@frontierlawcenter.com
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

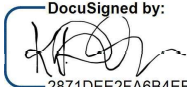
To Defendant: Gordon Rees Scully Mansukhani, LLP
Attn: Natalie Fujikawa (nfujikawa@grsm.com)
3 Parkcenter Drive, Suite 200
Sacramento, CA 95825

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.

KARYN DRASHER, an individual

By:  2871DFF2FA6B4FF

Dated: 11/6/2024

ADVANCED BUILDING MAINTENANCE, INC.

By:  23C2A5CE56FC34B3
Joshua Thompson, CFO

Dated: November 6, 2024 | 6:41 PM CST

Exhibit C

[Date]

**Re: Payment From *Karyn Drasher v. Advanced Building Maintenance, Inc.*,
Sacramento Superior Court Case No. 23CV008372**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Karyn Drasher v. Advanced Building Maintenance, Inc.* filed in Sacramento Superior Court (the “Action”).

The Action was filed against Defendant pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Action was brought by a former employee of Defendant on behalf of the State of California and all alleged “aggrieved employees,” defined as all nonexempt employees employed by Defendant in California between September 2, 2022, and February 1, 2025. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code. Defendant denies that it did anything wrong, that it violated the Labor Code or that it owes any civil penalties. The parties agreed to resolve the case. The Court has not ruled on the merits of the Action.

The Court approved the settlement to be paid by Defendant for settlement of the PAGA claim for civil penalties. A portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of that amount goes to the aggrieved employees. In agreeing to this settlement, Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

Released claims as part of the PAGA settlement include: knowingly and voluntarily released and forever discharging Defendant and its parent, subsidiary, affiliated and related companies and entities and its and their directors, officers, investors, owners, shareholders, employees, partners, agents, insurers, and attorneys, and any entities or partnerships with which they are affiliated (collectively, the “Released Parties”), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, reporting time, and overtime wages (including and not limited to, failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages

during employment, failure to timely pay wages upon termination, and failure to provide compliant and accurate wage statements, in violation of California Labor Code sections 203, 226, 512, 558, 1194, 2699, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 (collectively, the “Released Claims”).

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. The amount is calculated based on a pro rata number of pay periods worked during the PAGA period. You are not a party to this lawsuit, but you and the State of California are bound by the settlement. If you have any questions, you can contact the settlement administrator: CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, Telephone: (877) 705-5021.

Please do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.

Exhibit D



FW: Thank you for your Proposed Settlement Submission

From Taylor McCarthy <TaylorM@frontierlawcenter.com>

Date Tue 2/25/2025 2:50 PM

To Adam Rose <adam@frontierlawcenter.com>; Mike Rachmann <Mike@frontierlawcenter.com>

See below.

Taylor McCarthy

Litigation Assistant

Tel: (818) 914-3433

23901 Calabasas Rd, Suite 1084 | Calabasas, CA 91302

www.FrontierLawCenter.com

We've Moved!

Please note, our new address: 23901 Calabasas Rd, Suite 1084 Calabasas, CA 91302

Confidentiality Notice:

This message (including any attachments) may contain confidential or otherwise privileged information and is intended only for the individual(s) to whom it is addressed. If you received this message in error, please reply to this message to notify the sender and follow with its deletion.

-----Original Message-----

From: DIR PAGA Unit <no-reply@formassembly.com>

Sent: Tuesday, February 25, 2025 2:49 PM

To: Taylor McCarthy <TaylorM@frontierlawcenter.com>

Subject: Thank you for your Proposed Settlement Submission

02/25/2025 02:49:19 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit E

Time, Fees and Expenses

for Karyn Tracy Drasher - Employment Claim - Advanced Building Maintenance, Inc. - Charge No.: LWDA-CM-963523-23

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
2/24/2025		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
2/24/2025		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - motion to approve PAGA settlement	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/24/2025		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - motion to approve PAGA settlement	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
2/24/2025		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Mike Rachmann	0.90	\$650.00	True	No	-	\$585.00
2/23/2025		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Mike Rachmann	3.80	\$650.00	True	No	-	\$2,470.00
2/21/2025		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
2/21/2025		5 emails sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - motion to approve PAGA settlement	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
2/21/2025		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Mike Rachmann	1.50	\$650.00	True	No	-	\$975.00
2/21/2025		Edit motion for approval documents	Adam Rose	7.50	\$850.00	True	No	-	\$6,375.00
2/20/2025		Transcript - Drasher v. Advanced Building Maintenance reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
2/20/2025		Complaint documents reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
2/20/2025		Drasher K. PAGA 6-15-23 reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
2/19/2025		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Mike Rachmann	4.60	\$650.00	True	No	-	\$2,990.00

2/19/2025		Credit Card Sale_05949443 reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
2/19/2025		Mediation notes reviewed	Mike Rachmann	0.80	\$650.00	True	No	-	\$520.00
2/17/2025		2 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/14/2025		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/6/2025		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - motion to approve PAGA settlement	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/6/2025		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - motion to approve PAGA settlement	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
2/6/2025		2 emails sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - motion to approve PAGA settlement	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
1/31/2025		SAC Standing Order created	Mike Rachmann	0.30	\$650.00	True	No	-	\$195.00
1/28/2025		2024-10-08 Drasher Individual Settlement Agreement (Fully Endorsed).docx (93585508.2) reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
1/28/2025		2024-11-05 Drasher PAGA Settlement Agreement (Final)(94116080.4) reviewed	Mike Rachmann	0.40	\$650.00	True	No	-	\$260.00
1/28/2025		PLT Med Brief - Drasher v. ABM reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
1/28/2025		Drasher K. PAGA 6-15-23 reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
1/28/2025		Complaint documents reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
1/16/2025		3 emails sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc.	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
12/16/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
12/16/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/16/2024		2 emails sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc.	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50

12/16/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/16/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - Incoming Mail	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/16/2024		Memo reviewed - Call with OC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
12/16/2024		Phone Call From: Karyn Tracy Drasher	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
12/16/2024		3 emails sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc.	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
12/3/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - Incoming Mail	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/25/2024		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval reviewed	Mike Rachmann	7.60	\$650.00	True	No	-	\$4,940.00
11/22/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/22/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
11/22/2024		3 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
11/22/2024		2 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
11/21/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Cynthia Rodriguez	0.30	\$225.00	True	No	-	\$67.50
11/21/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
11/20/2024		2 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

11/20/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
11/20/2024		5 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
11/20/2024		2 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, case 23CV008372 - MOTION HEARING REQUEST - # A-08372-001	Mike Rachmann	0.30	\$650.00	True	No	-	\$195.00
11/18/2024		Phone Call From: Karyn Tracy Drasher	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/18/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc.	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/18/2024		Karyn Drasher v. Advanced Building Maintenance - Motion for Approval created, then edited and reviewed	Mike Rachmann	1.00	\$650.00	True	No	-	\$650.00
11/18/2024		PLT Med Brief - Drasher v. ABM reviewed	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
11/18/2024		Pleading (State) created, then edited and reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
11/18/2024		Complaint documents reviewed	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
11/14/2024		Confirm hearing date	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
11/13/2024		Review Sacramento checklist re: PAGA approval motions	Adam Rose	2.50	\$850.00	True	No	-	\$2,125.00
11/13/2024		2024-11-06 Drasher PAGA Settlement Agreement (Fully Endorsed)(95058760.2) reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/11/2024		Phone Call From: Karyn Tracy Drasher	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/7/2024		Follow up re: motion reservation	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/6/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/6/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
11/6/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance - PAGA MOU, and individual settlement	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/6/2024		5 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance - PAGA MOU, and individual settlement	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/5/2024		Get fully signed version of PAGA settlement agreement	Adam Rose	0.40	\$850.00	True	No	-	\$340.00

11/5/2024		Check court website re: reserving motion, email clerk	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
11/5/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/5/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/5/2024		2024-10-08 Drasher MOU (Fully Endorsed)(93585507.2) (1) created	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/5/2024		2024-10-08 Drasher Individual Settlement Agreement (Fully Endorsed).docx (93585508.2) created	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/5/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance - PAGA MOU, and individual settlement	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/5/2024		Phone Call From: Karyn Tracy Drasher	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/5/2024		Phone Call From: Karyn Tracy Drasher	Dane Huntsman	0.20	\$75.00	True	No	-	\$15.00
11/5/2024		20241018_Drasher v Advanced Building Maintenance, Inc_W&H_PAGA Only_Mike Rachmann reviewed	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
11/4/2024		Mediation notes reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/4/2024		2 messages sent/reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/1/2024		Phone Call To: Karyn Tracy Drasher	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
11/1/2024		Phone Call From: Karyn Tracy Drasher	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/1/2024		20241018_Drasher v Advanced Building Maintenance, Inc_W&H_PAGA Only_Mike Rachmann reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
11/1/2024		2024-10-18 Drasher Def Notice of Posting Complex Filing Fees(94034128.1) reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
10/29/2024		Review revisions to PAGA settlement agreement	Adam Rose	1.70	\$850.00	True	No	-	\$1,445.00
10/29/2024		Mediation notes reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/21/2024		Review draft of PAGA settlement agreement	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
10/21/2024		20241018_Drasher v Advanced Building Maintenance, Inc_W&H_PAGA Only_Mike Rachmann created	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
10/18/2024		Get administration quotes	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
10/18/2024		2024-10-18 Drasher Def Notice of Posting Complex Filing Fees(94034128.1) created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

10/18/2024		3 emails sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - Incoming Mail	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/18/2024		Drasher K. PAGA 6-15-23 reviewed	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
10/18/2024		Memo reviewed - Call with OC	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
10/11/2024		Get fully signed MOU and settlement agreement	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
10/11/2024		Mediation notes edited and reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/11/2024		JT Calcs Invoice ABM created	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/4/2024		Get signatures on MOU and individual settlement agreement	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
10/4/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
10/4/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
10/2/2024		Review edits to MOU and individual settlement agreement	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
10/1/2024		Help with and participate in mediation	Adam Rose	6.20	\$850.00	True	No	-	\$5,270.00
10/1/2024		Mediation (via Zoom) attended	Adam Rose	7.00	\$850.00	True	No	-	\$5,950.00
10/1/2024		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.10	\$800.00	True	No	-	\$80.00
10/1/2024		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.20	\$800.00	True	No	-	\$160.00
10/1/2024		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.80	\$800.00	True	No	-	\$640.00
10/1/2024		Mediation (via Zoom) attended	Manny Starr	7.00	\$800.00	True	No	-	\$5,600.00
10/1/2024		PLT Med Brief - Drasher v. ABM reviewed	Manny Starr	0.10	\$800.00	True	No	-	\$80.00
10/1/2024		Mediation notes created, then edited	Manny Starr	1.90	\$800.00	True	No	-	\$1,520.00
10/1/2024		2024-01-25 Drasher Def POD (ABM 000001-000099) - Personnel and Payroll Records(85423043.1) reviewed	Manny Starr	0.30	\$800.00	True	No	-	\$240.00
10/1/2024		Phone Call From: Karyn Tracy Drasher	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/1/2024		Prep for mediation	Manny Starr	2.00	\$800.00	True	No	-	\$1,600.00
9/30/2024		Review expert's analysis	Adam Rose	2.30	\$850.00	True	No	-	\$1,955.00
9/30/2024		Prepare for mediation, review file	Manny Starr	3.00	\$800.00	True	No	-	\$2,400.00

9/30/2024		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.10	\$800.00	True	No	-	\$80.00
9/30/2024		1 email sent/reviewed regarding Drasher v. ABM	Manny Starr	0.10	\$800.00	True	No	-	\$80.00
9/30/2024		PLT Mediation Brief reviewed	Manny Starr	0.50	\$800.00	True	No	-	\$400.00
9/30/2024		1 message sent/reviewed	Manny Starr	0.10	\$800.00	True	No	-	\$80.00
9/30/2024		1 email sent/reviewed regarding 24-1001 - Drasher v. Advanced Building Maintenance, Inc. - mediation	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/30/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - Incoming Mail - Notice of Hearing	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/30/2024		1 email sent/reviewed regarding SERVICE of Case Management Statement & Notice Drasher, et al. vs Advanced Building Maintenance, Inc., et al.	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/29/2024		Review revisions to mediation brief	Adam Rose	2.80	\$850.00	True	No	-	\$2,380.00
9/29/2024		PLT Mediation Brief created	Manny Starr	0.90	\$800.00	True	No	-	\$720.00
9/29/2024		Review file, draft mediation brief	Manny Starr	20.00	\$800.00	True	No	-	\$16,000.00
9/27/2024		Review draft of mediation brief	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
9/27/2024		Work with expert to analyze records, do damages analysis	Manny Starr	4.20	\$800.00	True	No	-	\$3,360.00
9/27/2024		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/27/2024		CU_24CV004474_07f6b9a8-fcf9-415e-877d-b63731a3bd5c4 reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/27/2024		2 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, Inc. - informal mediation data requests	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/27/2024		cocounsel_summarize_2023_03_14 (2) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/27/2024		2024-02-16 Drasher Def POD (ABM 000100-000121) - Timecards and Wage Statements(86061463.1) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/26/2024		Review mediation data	Adam Rose	4.70	\$850.00	True	No	-	\$3,995.00
9/26/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.30	\$800.00	True	No	-	\$240.00
9/26/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00

9/26/2024		ABM-MED 000883-001139 Employee Handbooks - CONFIDENTIAL FOR MEDIATION ONLY created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
9/24/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - Incoming Mail - Notice of Hearing	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/16/2024		Prepare letter with mediation data requests	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
7/18/2024		Get notice of hearing (by mail)	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
7/18/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Maintenance, Inc. - Incoming Mail - Notice of Hearing	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/13/2024		2024-05-09 Drasher Notice Of Related Case(88765735.1) created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/13/2024		1 email sent/reviewed regarding SERVICE of Notice Drasher, et al. vs Advanced Building Maintenance, Inc., et al.	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
5/9/2024		Review notice of related case	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
4/24/2024		Post jury deposit	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
4/24/2024		Review CMC tentative ruling	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
4/24/2024		2 emails sent/reviewed regarding Drasher v. Advanced Building Maintenance, Inc. - tentative ruling for CMC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/23/2024		1 email sent/reviewed regarding SERVICE of Case Management Statement & Notice Drasher, et al. vs Advanced Building Maintenance, Inc., et al.	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/18/2024		Review CMC statements	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
3/10/2024		Memo reviewed - Case eval	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/10/2024		Memo edited - Call with OC	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/5/2024		Phone Call From: Karyn Tracy Drasher	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
2/29/2024		1 email sent/reviewed regarding 24-1001 - Drasher v. Advanced Building Maintenance, Inc. - mediation	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
2/27/2024		Confirm mediation and get mediation paperwork	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
2/27/2024		1 email sent/reviewed regarding 24-1001 - Drasher v. Advanced Building Maintenance, Inc. - mediation	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00

2/23/2024		Redacted PAGA 9.2.22-Present 2-2-24 reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
2/23/2024		cocounsel_review_documents_2023_03_17 (2) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
2/23/2024		2024-02-16 Drasher Def POD (ABM 000100-000121) - Timecards and Wage Statements(86061463.1) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
2/23/2024		1 email sent/reviewed regarding Drasher v. Advanced Building Maintenance - setting up mediation	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
2/22/2024		Further efforts to set up mediation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/21/2024		Continue to set up mediation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/19/2024		Continue to set up mediation	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
2/18/2024		Begin to set up mediation	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
2/18/2024		2024-02-16 Drasher Def POD (ABM 000100-000121) - Timecards and Wage Statements(86061463.1) created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/16/2024		Review first set of produced documents	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
2/16/2024		Follow up with defense re: wage statements and discovery extension	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
2/15/2024		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/7/2024		2024-01-25 Drasher Def POD (ABM 000001-000099) - Personnel and Payroll Records(85423043.1) reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/4/2024		2023 06_10pm PST - Prelim Evaluation - Manny reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/4/2024		2024-01-25 Drasher Def POD (ABM 000001-000099) - Personnel and Payroll Records(85423043.1) reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/2/2024		Review PAGA employee list	Adam Rose	2.40	\$850.00	True	No	-	\$2,040.00
2/2/2024		Further call with defense	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/1/2024		Review case history and follow up with defense	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
1/25/2024		Review personnel file	Adam Rose	3.20	\$850.00	True	No	-	\$2,720.00
1/11/2024		Update client	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
1/11/2024		Phone Call From: Karyn Tracy Drasher	Adam Rose	0.20	\$800.00	True	No	-	\$160.00

1/9/2024		Further call with defense	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
1/9/2024		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Management - file review	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
1/9/2024		Memo created, then edited - Call with OC	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
1/9/2024		Prep for and attend call with OC re mediation	Manny Starr	0.80	\$650.00	True	No	-	\$520.00
1/7/2024		Begin analysis for motion	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
12/13/2023		Internal discussion re: case status	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
12/13/2023		Further call with defense	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
12/3/2023		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
11/30/2023		Review answer to complaint	Adam Rose	2.40	\$850.00	True	No	-	\$2,040.00
11/30/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/29/2023		Call with defense	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
11/28/2023		Review email from new attorney	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
11/25/2023		Prepare discovery	Adam Rose	4.10	\$850.00	True	No	-	\$3,485.00
11/25/2023		Complaint documents reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
11/20/2023		Review additional documents from client	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
11/8/2023		Phone Call From: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
11/7/2023		Update client	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
11/7/2023		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/31/2023		Introductory email from defense	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/23/2023		Get proof of service	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/13/2023		Phone Call From: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/11/2023		Get third service report	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/2/2023		Phone Call From: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00

9/28/2023		Get second appearance report	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/21/2023		Get service report	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/20/2023		Credit Card Sale_05330336 created	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
9/19/2023		Send complaint out for service	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/15/2023		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
9/15/2023		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
9/15/2023		Phone Call To: Karyn Tracy Drasher	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
9/15/2023		Phone Call From: Karyn Tracy Drasher	Yasmin Ruiz	0.20	\$75.00	True	No	-	\$15.00
9/11/2023		Prepare and file case	Adam Rose	4.10	\$850.00	True	No	-	\$3,485.00
9/11/2023		Memo edited - Call with client	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/22/2023		Services provided on 8/22/2023	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/22/2023		Memo edited - Call with client	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/22/2023		Services provided on 8/22/2023	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
8/21/2023		Review documents from client	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
8/21/2023		Services provided on 8/21/2023	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/21/2023		Services provided on 8/21/2023	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
8/21/2023		Services provided on 8/21/2023	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
8/15/2023		Services provided on 8/15/2023	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/10/2023		Services provided on 8/10/2023	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/9/2023		Services provided on 8/9/2023	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
8/8/2023		Services provided on 8/8/2023	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/7/2023		Services provided on 8/7/2023	Adam Rose	0.80	\$800.00	True	No	-	\$640.00
8/7/2023		Phone Call From: Karyn Tracy Drasher	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
8/2/2023		cocounsel_review_documents_2023_03_17 (2) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00

8/1/2023		Services provided on 8/1/2023	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/31/2023		Update client	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
7/31/2023		Services provided on 7/31/2023	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
7/31/2023		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.50	\$650.00	True	No	-	\$325.00
7/31/2023		Phone Call From: Karyn Tracy Drasher	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
7/31/2023		Phone Call To: Karyn Tracy Drasher	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
7/31/2023		Memo created, then edited - Call with client	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
7/31/2023		cocounsel_summarize_2023_03_14 (2) reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
7/31/2023		cocounsel_review_documents_2023_03_17 (2) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
7/29/2023		Phone Call To: Karyn Tracy Drasher	Joseph Gross	0.20	\$425.00	True	No	-	\$85.00
7/29/2023		cocounsel_summarize_2023_03_14 (2) reviewed	Joseph Gross	0.10	\$425.00	True	No	-	\$42.50
6/21/2023		Upload PAGA letter to LWDA website	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
6/15/2023		Further edit PAGA letter	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
5/30/2023		Prepare PAGA letter	Adam Rose	2.80	\$850.00	True	No	-	\$2,380.00
5/18/2023		Review summary from intake call	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
5/12/2023		1 email sent/reviewed regarding Karyn Drasher v. Advanced Building Management - file review	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
5/12/2023		cocounsel_review_documents_2023_03_17 (2) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Memo edited - CoCounsel Analysis Part 2	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Matter admin	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Fully Executed Settlement Agreement created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		2 messages sent/reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Memo edited - Initial assessment	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Memo created, then edited - Case eval	Manny Starr	0.10	\$650.00	True	No	-	\$65.00

5/12/2023		Memo edited - CoCounsel Analysis	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Services provided on 5/12/2023	Johnny Dahan	0.10	\$125.00	True	No	-	\$12.50
5/12/2023		Services provided on 5/12/2023	Yasmin Ruiz	0.40	\$75.00	True	No	-	\$30.00
5/4/2023		Initial review of facts	Adam Rose	3.60	\$850.00	True	No	-	\$3,060.00
4/6/2023		Services provided on 4/6/2023	Johnny Dahan	0.10	\$125.00	True	No	-	\$12.50
3/22/2023		Welcome Letter created	Taylor May	0.10	\$225.00	True	No	-	\$22.50
3/17/2023		Memo created - Initial assessment	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/17/2023		Memo edited - Call Log 03/02/23	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/17/2023		Phone Call To: Karyn Tracy Drasher	Joseph Gross	0.80	\$425.00	True	No	-	\$340.00
3/17/2023		Phone Call To: Karyn Tracy Drasher	Joseph Gross	0.10	\$425.00	True	No	-	\$42.50
3/17/2023		Phone Call To: Karyn Tracy Drasher	Joseph Gross	0.10	\$425.00	True	No	-	\$42.50
3/11/2023	001	Initial case review and evaluation	Manny Starr	0.00	\$550.00	True	No	-	\$550.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$145,015.00				
Total				185.80	\$145,015.00				

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
3/22/2023		client welcome	Taylor May	1	\$7.11	True	No	-	\$7.11
5/12/2023		Drasher K. Record Request Letter	Yasmin Ruiz	1	\$8.10	True	No	-	\$8.10
6/15/2023		Drasher K. PAGA Letter	Yasmin Ruiz	1	\$8.10	True	No	-	\$8.10
6/21/2023		Drasher K. PAGA Fee # ORD-000232244	Yasmin Ruiz	1	\$75.00	True	No	-	\$75.00

9/20/2023		One Legal CC Sale: 05330336	Yasmin Ruiz	1	\$540.49	True	No	-	\$540.49
10/23/2023		Invoice #UTL-2023000780	Mary Mars	1	\$63.00	True	No	-	\$63.00
3/29/2024		MEDIATOR - INV NO 5102	Taylor McCarthy	1	\$15,000.00	True	No	-	\$15,000.00
4/25/2024		One Legal Credit Card Sale_05949443	Rosemary Flores	1	\$172.85	True	No	-	\$172.85
10/11/2024		JT Calcs Fee	Dane Huntsman	1	\$1,000.00	True	No	-	\$1,000.00
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$16,874.65
Total									\$16,874.65