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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALICIA ESQUIVEL GERLETTE, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

ALTMAN SPECIALTY PLANTS, LLC, a
California Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 30-2023-01324651-CU-OE-CXC

[Assigned for all purposes to the Hon. Layne H.
Melzer, *Dept. CX102*]

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: July 23, 2026

Time: 2:00 p.m.

Dept.: CX102

Action Filed: May 10, 2023

Trial Date: None Set

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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 plaintiff in this action, Alicia Esquivel Gerlette (“Plaintiff”). I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts 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 plaintiff-side employment litigation. From October 2014 to May 2015, I worked as an associate at the 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 and discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a classwide 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 preliminary and final approval; arguing motions and attending case management and other court hearings; negotiating class and representative action settlements and drafting long-form settlement agreements; and working with settlement administrators to implement settlements and monitor the settlement administration process.

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

- 3 • *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior
4 Court, County of Kern, Honorable David R. Lampe, presiding;
- 5 • *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court,
6 County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- 7 • *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court,
8 County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- 9 • *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California
10 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- 11 • *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-
12 VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew,
13 presiding;
- 14 • *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-
15 00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable
16 Thierry Patrick Colaw presiding;
- 17 • *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-
18 00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable
19 Kent M. Kellegrew presiding;
- 20 • *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court
21 of California, County of Orange, Honorable William D. Claster presiding;
- 22 • *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of
23 California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 24 • *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC,
25 Superior Court of California, County of Orange, Honorable Randall J. Sherman
26 presiding;
- 27 • *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California,
28 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;
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly 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.

9. A true and correct copy of the Court’s April 8, 2026 Preliminary Approval Order is attached hereto as **Exhibit 1**. A true and correct copy of Plaintiff’s LWDA submission confirmation is attached hereto as **Exhibit 2**. A true and correct copy of Class Counsel’s cost records is attached hereto as **Exhibit 3**. A true and correct copy of Class Counsel’s detailed hourly breakdown is attached hereto as **Exhibit 4**. A true and correct copy of the 2026 Laffey Matrix is attached hereto as **Exhibit 5**. A true and correct copy of the LWDA Final Approval Motion submission confirmation is attached hereto as **Exhibit 6**. A true and correct copy of the Declaration of David Breshears is attached hereto as **Exhibit 7**. A true and correct copy of the mediation invoice for the Hon. Glenda Sanders is attached hereto as **Exhibit 8**.

10. Defendant is the self-described largest horticultural grower in the United States, with operations in nine states, including California.

11. On May 10, 2023, Plaintiff initiated the instant action alleging Defendant failed to: (i) pay all minimum wages; (ii) pay all overtime wages; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful rest periods; (v) pay all wages owed upon separation of employment; (vi) reimburse necessary business expenses; and (vii) comply with California’s Unfair Competition laws. On October 23, 2023, Plaintiff filed a First Amended Complaint, adding an eighth cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”), based on the same underlying Labor Code violations. On June 25, 2025, Plaintiff filed the operative Second Amended Complaint, adding allegations under the California Labor Code and applicable wage orders that Defendant: failed to provide heat recovery periods; failed to issue accurate, itemized wage statements; failed to maintain accurate records; failed to timely pay wages during employment; failed to pay temporary employees’ wages; failed to pay agricultural employees at least twice per month; failed to correctly calculate rest period pay for piece-rate employees; failed to pay at least the minimum wage; and failed to pay all required sick pay.

12. The Parties engaged in significant informal discovery, and Plaintiff propounded four sets of formal written discovery on Defendants prior to attending mediation. Through informal discovery, Defendant provided Plaintiff with timekeeping and payroll records for an

1 approximate 15% sampling of individuals who did not sign arbitration agreements, as well as an
2 approximate 10% sampling of timekeeping and payroll records for employees in the PAGA
3 Group. Defendant also produced class-wide data points, employee handbooks, and other
4 applicable policies in effect during the relevant time period. Plaintiff's expert analyzed these
5 records to construct a comprehensive damages model estimating Defendant's likely exposure on
6 each claim. On May 23, 2024, the Parties participated in an all-day mediation with the Hon.
7 Glenda Sanders (Ret.), during which the Parties exchanged divergent views on Defendant's
8 liability and exposure valuations, their legal positions, and the likelihood of certification of
9 Plaintiff's claims. With the assistance of Judge Sanders, the Parties ultimately reached a class-
10 wide resolution of all claims, which was later memorialized in the Settlement Agreement.
11 Following supplemental briefing and the Parties' execution of the Amended Stipulation of
12 Settlement, the Court preliminarily approved the Settlement on April 8, 2026. On February 11,
13 2026, Plaintiff provided the LWDA with the Settlement Agreement in connection with her Second
14 Supplemental Brief in Support of the Motion for Preliminary Approval. Further, on June 11, 2026,
15 Plaintiff provided notice of the Court's Preliminary Approval ruling to Defendant and the LWDA,
16 and subsequently uploaded the Court's signed Preliminary Approval Order to the LWDA's
17 website.

18 13. Class Counsel's cost records reflect \$23,786.02 in out-of-pocket litigation
19 expenses incurred to date. Plaintiff seeks reimbursement of a total of \$23,898.15, which includes
20 an additional \$112.13 in reasonably anticipated future costs that Plaintiff will incur for the filing
21 and service of the Motion for Final Approval and the cost of filing the Settlement Administrator's
22 final accounting declaration, which will be prepared after disbursement of the Settlement
23 proceeds and expiration of the check cashing deadline. These costs are foreseeable and necessary
24 to fully implement the Settlement and complete the final approval process.

25 14. After reviewing the class data produced for mediation, Plaintiff determined that
26 Defendant's records did not reflect any material underpayment of minimum or overtime wages
27 from the challenged rounding practices, so those theories were assigned only nominal settlement
28 value. Plaintiff also considered Defendant's defenses to certification and the merits, including

1 Defendant's position that certain claims would require individualized inquiries and could result
2 in unmanageable mini-trials.

3 15. For the rest period claim, Defendant maintains that it authorized and permitted
4 Settlement Class Members to take all rest periods required under California law. Defendant
5 asserts that rest periods did not begin until employees reached their designated rest areas, that
6 state and federal audits and time-and-motion studies confirmed compliance with applicable rest
7 break requirements, and that its bell system for field employees provided more than 10 minutes
8 of rest. Defendant also contends that the rest period claim is not suitable for class treatment
9 because it would require individualized inquiries into whether each employee was authorized and
10 permitted to take a rest period on a given day.

11 16. As to Plaintiff's meal period claim, Defendant contends it maintained lawful meal
12 period policies and practices throughout the Class Period. Defendant asserts that, in addition to
13 maintaining compliant written policies, managers are trained to instruct employees to take meal
14 periods in accordance with California law. Defendant also contends that, to the extent any second
15 meal periods are not recorded, employees validly waived their second meal period for shifts
16 shorter than 12 hours. Finally, Defendant asserts that its timekeeping and payroll records reflect
17 substantial meal period compliance throughout the relevant time period, including the payment
18 of meal period premiums. Defendant also argues that Plaintiff's meal period claim is not suitable
19 for class certification because individualized inquiries would be required to determine whether
20 any allegedly missed, late, or short meal period resulted from Defendant's policies or practices,
21 whether a valid waiver applied, and whether a meal period premium was paid.

22 17. As to Plaintiff's expense reimbursement claim, Defendant asserts that its policy
23 and practice is to reimburse all reasonable expenses incurred by employees in performing their
24 job duties, including work-related personal cell phone use. Defendant contends that Plaintiff's
25 paystubs reflect reimbursement for her personal cell phone use, and that to the extent Plaintiff or
26 any other Settlement Class Member failed to follow Defendant's reimbursement policy, the
27 company lacked knowledge of any unpaid expenses. Defendant also maintains that this claim is
28 not suitable for class certification because it would require individualized inquiries into whether

each employee was required to use a personal cell phone for work, resulting in an unmanageable series of mini-trials.

18. With respect to Plaintiff's derivative wage statement, waiting time, and PAGA claims, Defendant maintains that those claims depend, in substantial part, on the same alleged underlying Labor Code violations and that, if the underlying claims fail, the derivative claims will also fail. Defendant also maintains that Plaintiff cannot show that the wage statement violations were "knowing and intentional," or that the putative class members "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Defendant further maintains that a good faith dispute would preclude waiting time penalties. Moreover, Defendant maintains that this Court could exercise its discretion to substantially reduce any PAGA penalties awarded.

19. The requested fee is consistent with Class Counsel's experience litigating wage-and-hour class action matters and with fee awards commonly approved in similar common fund settlements. Class Counsel seeks an attorneys' fee award of \$166,666.67, representing one-third of the \$500,000.00 Maximum Settlement Amount. This percentage is consistent with the one-third fee award approved in Laffitte and is fair and reasonable under the percentage-of-recovery method.

20. Class Counsel has a lodestar of approximately \$143,665.00, which results in a modest multiplier of approximately 1.16 compared to the \$166,666.67 fee request. A summary showing the number of hours of work performed by each attorney and legal assistant is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith, and have been previously approved by various courts throughout California.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	\$975	19.2	\$18,720.00
Fletcher W. Schmidt (14th Year Attorney)	\$875	33.5	\$29,312.50
Andrew J. Rowbotham (12th Year Attorney)	\$775	101.3	\$78,507.50
Ian T. Mallery (2nd Year Attorney)	\$450	35.3	\$15,885.00

Legal Assistants	\$200	6.2	\$1,240.00
Total Lodestar			\$143,665.00

21. Class Counsel's efforts included conducting a pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, engaging in informal discovery, reviewing class-wide documents and data produced by Defendant, evaluating timekeeping and payroll records, building a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the Settlement documents, preparing the Motion for Preliminary Approval and supporting papers, responding to the Court's preliminary approval concerns through supplemental briefing and revised settlement documents, overseeing the notice process, and preparing the Motion for Final Approval and supporting papers. Class Counsel will also expend additional time attending the final approval hearing, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court.

22. Class Counsel's requested cost reimbursement of \$23,898.15 is below the \$30,000.00 maximum disclosed to Settlement Class Members and preliminarily approved by the Court.

23. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Phoenix Settlement Administrators.

24. I previously disclosed the existence of *Angel F. Perez Luis v. Altman Specialty Plants, LLC, et al.*, San Diego County Superior Court Case No. 25CU028646C, and *Oscar de La Paz Garcia v. Altman Specialty Plants, LLC*, Riverside County Superior Court Case No. CVRI2506352, and addressed their procedural status and the impact of this Settlement in the supplemental preliminary approval materials. Since that disclosure, I have reviewed publicly available docket information for both matters and have made a reasonable inquiry within my firm regarding whether Haines Law Group, APC is aware of any additional pending class, representative, or collective action asserting claims similar to those asserted in this Action on behalf of a class or group overlapping with the Settlement Class or PAGA Aggrieved Employees.

25. Based on my review of the San Diego County Superior Court docket, *Perez Luis v. Altman Specialty Plants, LLC, et al.*, Case No. 25CU028646C, has been dismissed. The docket reflects that Plaintiff Angel F. Perez Luis filed a request for dismissal of the entire action on February 17, 2026, and the case status is listed as “Dismissed.”

26. Based on my review of the Riverside County Superior Court docket, *Garcia v. Altman Specialty Plants, LLC*, Case No. CVRI2506352, is currently stayed. The docket reflects that Defendant filed a motion to compel arbitration and stay the action on April 17, 2026, and that on June 10, 2026, the Court entered an order granting Defendant Altman Specialty Plants, LLC's motion to compel arbitration and stay the action. The docket further reflects that the case status is "Stayed" and that a post-arbitration hearing is currently set for June 10, 2027.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on June 23, 2026, at El Segundo, California.


Andrew J. Rowbotham

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ALICIA ESQUIVEL GERLETTE, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

ALTMAN SPECIALTY PLANTS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

Case No. 30-2023-01324651-CU-OE-
CXC

*[Case assigned for all purposes to the
Hon. Layne H. Melzer, Dept. CX102]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: February 26, 2026
Time: 2:00 p.m.
Dept.: CX102

Action Filed: May 10, 2023
Trial Date: None Set

~~PROPOSED~~ ORDER

The Motion of Plaintiff Alicia Esquivel Gerlette (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came on for hearing on February 26, 2026, having been continued from January 15, 2026. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the Stipulation of Settlement (“Settlement Agreement” or “Settlement”) entered into between Plaintiff and Defendant Altman Specialty Plants, LLC (“Defendant”), attached as Exhibit G to the Declaration of Andrew J. Rowbotham (ROA # 147) filed concurrently herewith; having considered the revised Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”), attached as Exhibit C to the Declaration of Andrew J. Rowbotham (ROA # 147) filed concurrently herewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm’s-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively

valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. The Court preliminarily approves of the amounts proposed to be allocated from the Maximum Settlement amount to attorneys' fees (\$166,666.67), litigation costs (no greater than \$30,000.00), Class Representative Enhancement Award (up to \$10,000.00), settlement administration costs (not to exceed \$34,500.00), and PAGA penalties (\$37,500.00 to the LWDA and \$12,500.00 to the PAGA Aggrieved Employees).

4. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 ("Class Period") and who did not sign an arbitration agreement containing a class action waiver.

5. For purposes of the Settlement, the Court preliminarily approves of the following definition of the PAGA Aggrieved Employees:

All current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the "PAGA Period").

6. For purposes of the Settlement, the Court designates named Plaintiff Alicia Esquivel Gerlette as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden M. Khachadoorian of Haines Law Group, APC, as Class Counsel.

7. The Court designates Phoenix Settlement Administrators as the third-party Settlement Administrator for mailing notices.

8. The Court approves, as to form and content, the revised Class Notice attached as Exhibit C to the Declaration of Andrew J. Rowbotham (ROA # 147) filed concurrently herewith.

1 9. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to Settlement
3 Class members, constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all Settlement Class members. The form and method of
5 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
6 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
7 other applicable law.

8 10. The Court further approves the procedures for Settlement Class members to opt-
9 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

10 11. The procedures and requirements for submitting objections in connection with
11 the Final Approval Hearing are intended to ensure the efficient administration of justice and the
12 orderly presentation of any Settlement Class member's objection to the Settlement, in
13 accordance with the due process rights of all Settlement Class members.

14 12. The Court directs the Settlement Administrator to mail the Class Notice to the
15 Settlement Class members in English and Spanish, in accordance with the terms of the
16 Settlement.

17 13. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
18 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to
19 the Settlement, and an additional 30 calendar days in the event the Class Notice is re-mailed.

20 14. The Final Approval Hearing on the question of whether the Settlement
21 Agreement should be finally approved as fair, reasonable and adequate is scheduled on July 16,
22 2026, at 2:00 p.m. in Department CX102 of this Court, located at 751 W. Santa Ana Blvd, Santa
23 Ana, California 92701. The Court reserves the right to continue the date of the Final Approval
24 Hearing without further notice to the Settlement Class members. The Court retains jurisdiction
25 to consider all further applications arising out of or in connection with the Settlement
26 Agreement pursuant to both California Code of Civil Procedure section 664.6 and California
27 Rules of Court, rule 3.769(h).

28 15. At the Final Approval Hearing, the Court will consider: (a) whether the

Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

16. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement and Plaintiff's application for an enhancement award, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs at least sixteen (16) court days prior to the Final Approval Hearing .

17. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on February 26, 2026):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than (15 court days after approval):	March 19, 2026
Settlement Administrator to mail the Class Notice to the Settlement Class members no later than (10 business days of receipt of class information):	April 3, 2026
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement (60 calendar days after mailing):	June 2, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class and PAGA Action Settlement:	June 23, 2026
Final Approval Hearing	July 16, 2026 at 2:00 p.m.

18. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent
3 with either this Order or the terms of the Settlement.

4 20. In the event the Settlement is not finally approved, or otherwise does not become
5 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
6 void and shall be vacated, and the parties shall revert to their respective positions as of before
7 entering into the Settlement.

8 **IT IS SO ORDERED.**

9
10 Dated: April 08, 2026



Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT 2



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

1. 2026-02-...y Approval.pdf

Other Attachment (if any)

2. 2026-02-...emental PA.pdf

Other Attachment (if any)

3. 2026-02-...f of Service.pdf

[Remove](#)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

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[Submit](#)

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Other Response or Document Submission
Date: Wednesday, February 11, 2026 5:26:04 PM

02/11/2026 05:25:35 PM

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

Item submitted: Other Response or Document Submission

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 3

Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
7/31/2022	ALL	Postage for July, 2022.	1 6.13	6.13
	ALL	Copying cost for July, 2022.	6 0.25	1.50
8/2/2022	IDLC	One Legal's Filing fee for: Class action complaint, Civil case cover sheet (Amount demanded > \$25,000), Summons issued and filed. Order #: [REDACTED]	1 1,492.52	1,492.52
9/6/2022	KI	First Legal Service Fee: Summons, Complaint, and CCCS to Altman Specialty Plants (signed: Noemi Alcantar) (Advance Fee - Process 3 Days) Order #: [REDACTED]	1 201.67	201.67
10/18/2022	IDLC	Orange County Superior Court Document Purchase. Payment Confirmation Code: [REDACTED]	1 15.00	15.00
10/21/2022	IDLC	One Legal's Filing fee for: Request for Dismissal, Declaration in Support Order #: [REDACTED]	1 19.30	19.30
10/24/2022	IDLC	One Legal's Filing fee: Order Granting, Proposed Order Order #: [REDACTED]	1 20.59	20.59
10/31/2022	ALL	Postage for October, 2022.	1 7.92	7.92
	ALL	Copying cost for October, 2022.	41 0.25	10.25
4/30/2023	ALL	Postage for April, 2023.	1 2.46	2.46

			Qty/Price	Amount
4/30/2023	ALL	Copying cost for April, 2023.	32 0.25	8.00
5/11/2023	IDLC	One Legal's Filing fee for: Complaint,Civil Case Cover Sheet,Summons Issued and Filed Order #: [REDACTED]	1 1,492.98	1,492.98
5/15/2023	IDLC	One Legal's Filing fee for: Notice of Posting Jury Fees Order #: [REDACTED]	1 170.07	170.07
	IDLC	First Legal's service fee for: Service of Summons and Complaint. Order #: [REDACTED]	1 203.32	203.32
5/23/2023	IDLC	One Legal's Filing fee for: Proof of Service of 30-day Summons & Complaint - Substitute. Order #: [REDACTED]	1 15.65	15.65
5/31/2023	ALL	Westlaw cost for May, 2023.	1 83.28	83.28
6/14/2023	IDLC	Filing fee for LWDA filing. Order Number: ORD-[REDACTED]	1 75.00	75.00
6/27/2023	IDLC	Orange County Superior Court Document Purchase. Payment Confirmation Code: [REDACTED]	1 30.42	30.42
6/30/2023	ALL	Westlaw cost for June, 2023.	1 86.62	86.62
	ALL	Copying cost for June, 2023.	10 0.25	2.50
	ALL	Postage for June, 2023.	1 7.69	7.69
8/21/2023	IDLC	One Legal's Filing fee for: Amended Complaint Order #: [REDACTED]	1 15.65	15.65
8/25/2023	IDLC	One Legal's Filing fee for: Joint Statement Order #: [REDACTED]	1 15.65	15.65
8/31/2023	ALL	Postage for August, 2023.	1 2.94	2.94
	ALL	Copying cost for August, 2023.	30 0.25	7.50
9/20/2023	IDLC	One Legal's Filing fee for: Peremptory challenge pursuant to 170.6 CCP Order #: [REDACTED]	1 15.65	15.65

			Qty/Price	Amount
9/30/2023	ALL	Postage for September, 2023.	1 2.94	2.94
	ALL	Copying cost for September, 2023.	31 0.25	7.75
10/19/2023	ALL	One Legal's Filing fee for: Stipulation and order, Proposed Stipulation and Order. Order #: [REDACTED]	1 36.24	36.24
10/31/2023	ALL	Postage for October, 2023.	1 2.07	2.07
	ALL	Copying cost for October, 2023.	22 0.25	5.50
	PKH	One Legal's Filing fee for: Amended Complaint Order #: [REDACTED]	1 15.65	15.65
12/8/2023	IDLC	One Legal's Filing fee for: Joint Statement Order #: [REDACTED]	1 15.65	15.65
1/9/2024	IDLC	JAMS Mediation fee for May 23, 2024 mediation. Invoice #: [REDACTED]	1 9,500.00	9,500.00
1/24/2024	ALL	San Diego County Document Purchase: Amended complaint. Confirmation #: [REDACTED]	1 8.20	8.20
	ALL	San Diego County Document Purchase: Complaint Confirmation: [REDACTED]	1 10.20	10.20
2/29/2024	ALL	Copying cost for February, 2024.	3 0.25	0.75
4/11/2024	ALL	One Legal's Filing fee for: Stipulation and Order, Proposed Stipulation and Order Order #: [REDACTED]	1 38.30	38.30
5/31/2024	ALL	Westlaw cost for May, 2024.	1 2.57	2.57
6/18/2024	ALL	Hemming Morse Expert fee for: Services rendered through 05/01/2024 - 05/31/2024. Invoice #: [REDACTED]	1 9,600.00	9,600.00
8/21/2024	IDLC	First Legal's Filing fee for: Joint Status Report; Proof of Service Order #: [REDACTED]	1 14.20	14.20

			<u>Qty/Price</u>	<u>Amount</u>
3/5/2025	ML	One Legal's Filing fee for Proposed Stipulation and Order, Proposed Stipulation and Order Order #: [REDACTED]	1 41.51	41.51
3/31/2025	ML	Postage for March, 2025.	1 8.44	8.44
	ML	Copying cost for March, 2025.	11 0.25	2.75
6/20/2025	IO	One Legal's Filing fee for: Stipulation and Order, Proposed Stipulation and Order Order #: [REDACTED]	1 41.51	41.51
6/25/2025	IO	One Legal's Filing fee for: Amended Complaint Order #: [REDACTED]	1 19.82	19.82
6/27/2025	IO	One Legal's Filing fee for: Motion - Other, Declaration in Support, Declaration in Support, Declaration in Support, Declaration in S Order #: [REDACTED]	1 82.81	82.81
	IO	One Legal's Filing fee for: Joint Statement Order #: [REDACTED]	1 19.82	19.82
6/30/2025	ML	Westlaw cost for June, 2025.	1 34.79	34.79
10/31/2025	ML	Copying cost for October, 2025.	1 0.25	0.25
11/13/2025	IO	One Legal's Filing fee for: Notice of Ruling Order #: [REDACTED]	1 19.82	19.82
12/23/2025	IO	One Legal's Filing fee for: Declaration in Support Order #: [REDACTED]	1 20.91	20.91
12/31/2025	ML	Westlaw cost for December, 2025.	1 61.20	61.20
1/14/2026	IO	San Diego Superior Court Document Purchase: Minute Order/Amended Complaint. Document Order #: [REDACTED]	1 21.40	21.40
1/16/2026	IO	Orange County Superior Court Document Purchase. Payment Confirmation Code: [REDACTED]	1 7.50	7.50
1/20/2026	IO	One Legal's Filing fee for: Notice - Other - Complex Order #: [REDACTED]	1 20.91	20.91

		<u>Qty/Price</u>	<u>Amount</u>
2/13/2026	ML One Legal's Filing fee for Declaration in Support Order #: [REDACTED]	1 20.91	20.91
3/2/2026	ML One Legal's Filing fee for Notice of Ruling Order #: [REDACTED]	1 20.91	20.91
3/5/2026	ML One Legal's Filing fee for Proposed Order, Proposed Order Order #: [REDACTED]	1 20.91	20.91
3/10/2026	IO Orange County Superior Court Document Purchase. Payment Confirmation Code: [REDACTED]	1 7.50	7.50
4/8/2026	ML One Legal's Filing fee for Order Granting, Proposed Order Order #: [REDACTED]	1 20.91	20.91
6/11/2026	AP One Legal's Filing fee for Proof of Service Order #: [REDACTED]	1 20.91	20.91
6/30/2026	ML Copying cost for June, 2026.	1 0.25	0.25
Total additional charges			\$23,786.02
Balance due			\$23,786.02

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			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)

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

EXHIBIT 5

LAFFEY MATRIX

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			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
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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
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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
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6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
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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
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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

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** 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.

EXHIBIT 6

EXHIBIT 7

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
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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 ORANGE

ALICIA ESQUIVEL GERLETTE, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

ALTMAN SPECIALTY PLANTS, LLC, a
California Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01324651-CU-OE-CXC

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept. CX102]*

**DECLARATION OF DAVID BRESHEARS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, ATTORNEYS' FEES AND
COSTS**

Date: July 23, 2026

Time: 2:00 p.m.

Dept.: CX102

Action Filed: May 10, 2023

Trial Date: None Set

DECLARATION OF DAVID BRESHEARS

I, David Breshears, declare as follows:

1. I was provided with three separate payroll data files. Each file contained different earnings codes that appear to have been used during different time periods. I consolidated approximately 27,000 unique employee pay-period records and standardized 52 different earnings-code fields into a logical and usable format. This process allowed me to analyze the payroll records to determine, for each employee and pay period, the employee's hourly regular rate of pay, any meal-period premium payments made, and the number of hours paid on each paycheck.
2. I was also provided with seven timekeeping data files. These files contained unique in-punch and out-punch records for approximately 122,000 employee workdays. After standardizing the various timekeeping codes and paycheck/pay-period references, and matching that information to the payroll data described above, I was able to determine: (a) the number of potential facial meal-period violations reflected in Defendant's own time records; (b) the number of meal-period premium payments actually made to offset those potential violations; and (c) the difference between the hours worked, as reflected in the timekeeping punch records, and the hours paid, as reflected in the payroll records.
3. In addition, because timekeeping records were not provided for dates before May 10, 2019, it was necessary to calculate appropriate averages and extrapolate for periods in which data was missing during the class period.
4. The time and cost required to perform this work were necessary because the payroll and timekeeping data were not provided in a single standardized format that could be analyzed without substantial processing. The records came from multiple files, used numerous earnings and timekeeping codes, and required consolidation, standardization, and cross-referencing before any reliable analysis could be performed.

1 I declare under penalty of perjury under the laws of California and the United States that
2 the foregoing is true and correct. Executed on June 22, 2026, at Concord, California.

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5 David Breshears
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Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Andrew Rowbotham
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
arowbotham@haineslawgroup.com
cc: fschmidt@haineslawgroup.com
phaines@haineslawgroup.com

INVOICE

Invoice Number: 2406-3751
Invoice Date: 6/18/24
Invoice Period: 05/01/24 - 05/31/24
Invoice Amount: \$9,600.00
Matter: Gerlette v. Altman Speciality

[Pay Invoice](#)

INVOICE SUMMARY

For professional accounting services rendered through the invoice period shown above and summarized on the last page, Summary of Professional Fees and Expenses.

CURRENT INVOICE TOTAL:	\$9,600.00
PRIOR BALANCE:	\$0.00
TOTAL BALANCE DUE:	\$9,600.00

By Mail:
Hemming Morse, LLC
Attn: Accounts Receivable
1390 Willow Pass Road Ste 410
Concord, CA 94520

By ACH:
Bank Name: U.S. Bank, N.A.
U.S. Bank Routing Number: 121122676
Account Name: Hemming Morse, LLC
Account Number: 153495876580

For accurate application of payment, please reference matter and/or invoice #

Our taxpayer ID number is: 30-0702322
Payment by credit card is available upon request. (Notice: a 3% fee will be applied when using a credit card for payment)



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Andrew Rowbotham
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
arowbotham@haineslawgroup.com
cc: fschmidt@haineslawgroup.com
phaines@haineslawgroup.com

INVOICE

Invoice Number: 2406-3751
Invoice Date: 6/18/24
Invoice Period: 05/01/24 - 05/31/24
Invoice Amount: \$9,600.00
Matter: Gerlette v. Altman Speciality
WalletLink

PROFESSIONAL FEES DETAIL

Date	Source	Description	Hrs	Rate	Amount
5/9/24	Dave Breshears	Call with counsel regarding case and analysis	1.00	\$600.00	\$600.00
5/13/24	Dave Breshears	Preparing mediation model and analysis.	4.75	\$600.00	\$2,850.00
5/15/24	Dave Breshears	Preparing mediation model and analysis.	5.50	\$600.00	\$3,300.00
5/16/24	Dave Breshears	Preparing mediation model and analysis.	2.75	\$600.00	\$1,650.00
5/17/24	Dave Breshears	Preparing mediation model and analysis	2.00	\$600.00	\$1,200.00
CURRENT FEES			16.00		\$9,600.00



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Andrew Rowbotham
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
arowbotham@haineslawgroup.com
cc: fschmidt@haineslawgroup.com
phaines@haineslawgroup.com

INVOICE

Invoice Number: 2406-3751
Invoice Date: 6/18/24
Invoice Period: 05/01/24 - 05/31/24
Invoice Amount: \$9,600.00
Matter: Gerlette v. Altman Speciality
WalletLink

SUMMARY OF PROFESSIONAL FEES AND EXPENSES

Description	Quantity	Rate	Amount
Dave Breshears.	16.00	\$600.00	\$9,600.00
CURRENT AMOUNT DUE			\$9,600.00

EXHIBIT 8

ENTERED IN TIMESLIPS

Date: 2/6/2024

Initials: AB

Case #: 2912

Client: Gerlette, Alicia Esquivel

DEPOSIT REQUEST



Invoice Date

1/9/2024

Invoice Number

6988742

Bill To: **Mr. Paul Haines Esq.**
Haines Law Group
2155 Campus Drive
Suite 180
El Segundo, CA 90245
US

Reference #: 1200061447 - Rep# 1

Billing Specialist: Gilhuys, Jason
Email: jgilhuys@jamsadr.com
Telephone: 949.224.4655
Employer ID: 68-0542699

RE: Gerlette, Alicia Esquivel vs. Altman Specialty Plants, LLC

Representing: Alicia Esquivel Gerlette

Neutral(s): Hon. Glenda Sanders, (Ret.)

Hearing Type: MEDIATION

HA

Date / Time	Description	Your Share
1/8/24	Hon. Glenda Sanders Deposit for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental deposit requests will be assessed as needed. Any unused portion of this deposit will be refunded at the conclusion of the case.	\$ 9,500.00

Total Billed: \$ 9,500.00

Total Payment: \$ 0

Balance: \$ 9,500.00

Med 5/23/24

PAID Check No. 4067
Amount 59500
Date 2/6/24

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

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