

Carolyn Hunt Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Caroline L. Hill (SBN 349176)
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100; Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
chill@schneiderwallace.com

Jacob N. Whitehead, Esq. (SBN 266123)
jacob@wemploymentlaw.com
W EMPLOYMENT LAW, APC
7700 Irvine Center Dr., Suite 930
Irvine, CA 92618

Attorneys for Plaintiff

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

SARAH DEATHERAGE, on behalf of the
State of California and Aggrieved Employees,

Plaintiff,

vs.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, a Missouri corporation;
STIFEL FINANCIAL CORP., a Delaware
corporation; and DOES 1 TO 50,

Defendants.

Case No.: 30-2023-01344151-CU-OE-CXC

**DECLARATION OF ESTHER L. BYLSMA
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

*Assigned for All Purposes to
Hon. Melissa R. McCormick*

Date: August 13, 2026
Time: 2:00 p.m.
Location: CX 105
Reservation No.: 74891854

Complaint filed: August 17, 2023

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I, Esther L. Bylsma, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a member in good standing of the State Bar of California. I am admitted to the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California. I am admitted to the Ninth Circuit Court of Appeals. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

2. I am a partner at the law firm of Schneider Wallace Cottrell Kim LLP (“SWCK”). SWCK specializes in class, collective, and representative litigation in state and federal courts.

3. I submit this declaration in support of the Motion for Approval of PAGA Settlement (“Motion”) filed by Plaintiff Sarah Deatherage (“Plaintiff”) in the above-captioned matter (“Action”). Attached as **Exhibit 1** is a true and correct copy of the Amended PAGA Settlement Agreement, fully executed as of June 12, 2026 (“Settlement” or “Agreement”).

I. COUNSEL’S QUALIFICATIONS, SKILL, AND EXPERIENCE

4. SWCK is regarded as one of the leading private plaintiffs' firms in wage and hour class actions and employment class actions. In November 2012, the Recorder listed the firm as one of the "top 10 go-to plaintiffs' employment firms in Northern California." SWCK partners and attorneys have litigated major wage and hour class actions, have won several prestigious awards, and sit on important boards and committees in the legal community. SWCK was founded by Todd Schneider in 1993.

5. SWCK served as class or representative counsel for the following recent class or California’s Private Attorneys General Act (“PAGA”) cases in this Court: (i) *Hine vs. XPonential Fitness, Inc.* (Case No. 30-2020-01176106-CU-OE-CXC) (Orange County Superior Court, April 25, 2025) (final approval of PAGA representative action settlement for failure to reimburse business expenses); (ii) *Bursack v. Loandepot.com, LLC*, (Case No. 30-2022-01298792-CU-OE-CXC) (Orange County Superior Court, January 24, 2025) (final approval of PAGA settlement for various wage and hour claims); (iii) *Mackenzie Heyman v. The Resort at Pelican Hill, LLC, et al.*, (Case

No. 30-2020-011-45518-CU-OE-CXC) (Orange County Superior Court, October 3, 2024) (final approval of PAGA representative action settlement for failure to provide timely and accurate wage statements, failure to provide waiting time penalties, failure to provide employee records under California law); and (iv) *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage statements, under California law).

6. SWCK has acted or is acting as class and/or representative PAGA counsel in numerous cases throughout California. A partial list of cases which have been certified and/or settled as class actions includes: *Macias, et al. v. First Technology Federal Credit Union* (Case No. 21CV375222) (Santa Clara Superior Court, March 12, 2026) (class certification of California classes for wage and hour claims); *Zermeno v. Marriott Int'l, Inc.* (Case No. RG20069869) (Alameda Superior Court, January 6, 2026) (approval of PAGA representative action settlement); *Chavez v. Teasdale Foods, Inc.* (Case No. 21CV-03035) (Merced Superior Court, January 8, 2026) (final approval of California class and subclasses of previously obtained certified wage and hour claims); *Magana v. Goya Foods of California, Inc., et al.* (Case No. 20STCV43233) (Los Angeles Superior Court, December 4, 2025) (final approval of California class and PAGA action settlement of previously certified California rounding, meal, and wage statement claims); *Ramirez v. Prospect International Airport Services Corporation, et al.* (Case No. 21-CIV-03393) (San Mateo Superior Court, September 4, 2025); *McElroy, et al. v. Georgia-Pacific Corrugated LLC* (Case No. 23CV034158) (Alameda Superior Court, November 25, 2025) (final approval of California class and PAGA representative action settlement); *Kingsley v. IKEA US Retail LLC, et al.* (Case No. 24CV089765) (Alameda Superior Court, October 23, 2025) (final approval of California class and PAGA representative action settlement); ; *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court, September 16, 2025) (final approval of settlement of previously certified California subclasses); *Roberts v. Turning Point Community Programs*, (Case No. 23cv001916) (Sacramento Superior Court, July 7, 2025) (final approval of class and PAGA

1 settlement); *Weaver v. Amentum Services, Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San
2 Diego Superior Court, July 11, 2025) (final approval of California class and PAGA representative
3 action settlement); *Morel v. HNTB Corporation, et al.* (Case No. 3:2022-cv-00408) (United States
4 District Court, Southern District of California, July 7, 2025) (final approval of California class and
5 PAGA representative action settlement); *Tovar v. GC Services Limited Partnership*, (Case No 37-
6 2021-00038640-CU-OE-CTL) (San Diego Superior Court, July 3, 2025) (final approval of Class
7 and PAGA settlement); *Morales, et al. v. Porto's Bakery, Inc., et al.* (Case No. 20STCV34675)
8 (Los Angeles Superior Court, June 25, 2025) (class certification of California class in consolidated
9 matter); *Fleming v. American Retail Services, et al.* (Case No. 37-2021-00007716-CU-OE-NC)
10 (San Diego Superior Court, May 15, 2025) (final approval of class and PAGA representative
11 action); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court,
12 May 13, 2025) (final approval of California class and PAGA representative action); *Cohen v.*
13 *Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court,
14 Central District of California, February 12, 2025) (final approval of FLSA collective, California
15 class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case
16 No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of
17 California class, and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities,*
18 *LLC, et al.* (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of
19 FLSA collective, California class, and PAGA representative action); *Walker v. Nursefinders, LLC,*
20 *et al.* (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final
21 approval of California class and PAGA representative action settlement); *Bonner v. Providence*
22 *Health System-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July
23 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v.*
24 *Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class
25 certification of a California rest break subclass); *Clavel v. San Diego Sunrise Management*
26 *Company* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024)
27 (final approval of California class action settlement); *Randall, et al. v. Integrated Communication*
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1 *Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29,
2 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins*
3 *Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15,
4 2024) (final approval of California class and PAGA representative action settlement); *Rodriguez,*
5 *et al. v. Tri-Wire Engineering Solutions, Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of
6 Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action
7 settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District
8 of Oklahoma, November 3, 2023) (final approval of Oklahoma class and FLSA collective action
9 settlement for deceptive trade practices, unlawful sale of business opportunities, and wage and hour
10 claims on behalf of independent contractor truck drivers); *Sishi, et al. v. Eskaton Properties Inc., et*
11 *al.* (Case No. RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of
12 California class and PAGA representative action settlement); *Wright, et al. v. Frontier Management*
13 *LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023)
14 (final approval of California, Illinois, Oregon, and Washington class and FLSA collective action
15 settlement); *Campos v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior
16 Court, January 18, 2023) (final approval of California law wage and hour class action settlement
17 alleging misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking,*
18 *LLC* (Case No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022)
19 (final approval of California and Oklahoma class and FLSA collective action settlement where
20 Plaintiff obtained class certification on behalf of allegedly misclassified truck drivers); *Tinaco v.*
21 *Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda County Superior Court, June 23, 2022)
22 (final approval of a class action settlement for failure to pay for all hours worked, failure to pay
23 minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and
24 failure to provide itemized wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp.,*
25 *et al.* (Case No. CV 20-3531-GW-SKx) (Central District of California, May 19, 2022) (final
26 approval of California class action and PAGA representative action settlement); *Madrigal v.*
27 *Mission Lakes Country Club, Inc.* (Case No. RIC2003428) (Riverside County Superior Court, May
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1 18, 2022) (final approval of California class action and PAGA representative action); *Hazel v.*
2 *Himagine Solutions, Inc.* (Case No. RG20068159) (Alameda County Superior Court, November 2,
3 2021) (final approval of a California class action settlement for failure to pay for all hours worked,
4 failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to
5 reimburse necessary business expenditures, waiting time penalties, and failure to provide itemized
6 wage statements); *Pine Manor Investors, LLC v. FPI Management, Inc.* (Case No. 34-2018-
7 00237315) (Sacramento County Superior Court, October 20, 2021) (final approval of a California
8 class action settlement in action that alleged improper billing for workers compensation charges by
9 an apartment complex management company); *Etcheverry v. Franciscan Health System* (Case No.
10 3:19-cv-05261-RJB-MAT) (Western District of Washington, October 19, 2021) (final approval of
11 hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre v. J&L Cable TV*
12 *Services, Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August 31, 2021) (final
13 approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and
14 Pennsylvania class action); *Amaraut v. Sprint/United Management Co.* (Case No. 3:19-cv-00411-
15 WQH-AHG) (Southern District of California, August 5, 2021) (final approval of hybrid Fair Labor
16 Standards Act and Arizona, Colorado, New York, Ohio, and Washington Rule 23 action); *Diaz v.*
17 *TAK Communications CA, Inc.* (Case No. RG20064706) (Alameda County Superior Court, July
18 27, 2021) (final approval of hybrid Fair Labor Standards Act and California class action); *Villafan*
19 *v. Broadpectrum Downstream Services, Inc.* (Case No. 3:18-cv-06741-LB) (Northern District of
20 California, April 9, 2021) (final approval of class and collective action settlement for failure to pay
21 minimum wages and overtime rates, failure to provide meal and rest breaks, failure to reimburse
22 business expenses, and failure to provide itemized wage statements); *Jones, et al. v. CertifiedSafety,*
23 *Inc., et al.* (Case No. 3:17-cv-02229-EMC) (Northern District of California, June 1, 2020) (final
24 approval of hybrid Fair Labor Standards Act and California, Washington, Illinois, Minnesota,
25 Alaska, and Ohio class action settlement for failure to pay for all hours worked, failure to provide
26 meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide
27 itemized wage statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957) (Orange
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1 County Superior Court, January 31, 2020) (final approval of a class action settlement for failure to
2 pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses,
3 waiting time penalties, and failure to provide itemized wage statements, under California law); *Soto,*
4 *et al. v. O.C. Communications, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of
5 California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and California and
6 Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc.*
7 *d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court)
8 (final approval of a class action settlement for failure to pay for all hours worked, failure to pay
9 minimum and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and
10 failure to provide itemized wage statements, under California law); *Van Liew v. North Star*
11 *Emergency Services, Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court) (final
12 approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum
13 and overtime wages, failure to provide meal and rest breaks, failure to reimburse for necessary
14 business expenditures, waiting time penalties, and failure to provide itemized wage statements,
15 under federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court)
16 (final approval of a class and collective action settlement for failure to pay for all hours worked,
17 failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse for necessary
18 business expenditures, failure to adhere to California record keeping requirements, waiting time
19 penalties, and failure to provide itemized wage statements, under federal and California law);
20 *Harmon, et al. v. Diamond Wireless, LLC*, (Case No. 34-2012-00118898) (Sacramento Superior
21 Court) (final approval of a class action settlement for failure to pay wages free and clear, failure to
22 pay overtime and minimum wages, failure to provide meal and rest breaks, failure to pay full wages
23 when due, failure to adhere to California record keeping requirements, and failure to provide
24 adequate seating, under California law); *Aguilar v. Hall AG Enterprises, Inc., et al.*, (Case No.
25 BCV-16-10994-DRL) (Kern County Superior Court) (final approval of a class action settlement for
26 failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay
27 minimum and overtime wages, waiting time penalties, failure to provide itemized wage statements,
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1 and failure to pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras*
2 *Group, Inc.*, (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California) (final
3 approval of a class and collective action settlement for failure to compensate for all hours worked,
4 including overtime, under federal and California law); *Jeter-Polk, et al. v. Casual Male Store, LLC,*
5 *et al.*, (Case No. 5:14-CV-00891) (Central District of California) (final approval of a class action
6 settlement for failure to provide meal and rest periods, failure to compensate for all hours worked,
7 failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide
8 itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH)
9 (Northern District of California) (final approval of class and collective action settlement for failure
10 to compensate for all hours worked, including overtime, under federal and California law, failure
11 to provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay
12 full wages upon termination to, and failure to provide accurate itemized wage statements); *Holmes,*
13 *et al v. Xpress Global Systems, Inc.*, (Case No. 34-2015-00180822) (Sacramento Superior Court)
14 (final approval of a class action settlement for failure to provide meal and rest breaks and failure to
15 provide accurate itemized wage statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.*, (Case
16 No. 3:13-cv-04357-VC) (Northern District of California) (final approval of a class and collective
17 action settlement for failure to compensate for all hours worked, including overtime, failure to
18 provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay
19 full wages upon termination to, and failure to provide accurate itemized wage statements); *Molina,*
20 *et al. v. Railworks Track Systems, Inc.*, (Case No. BCV-15-10135) (Kern County Superior Court)
21 (final approval of a class action settlement for failure to provide meal and rest breaks, unpaid wages,
22 unpaid overtime, off-the-clocker work, failure to pay full wages upon termination to, and failure to
23 provide accurate itemized wage statements); *Allen, et al. v. County of Monterey, et al.*, (Case No.
24 5:13-cv-01659) (Northern District of California) (settlement between FLSA Plaintiffs and
25 Defendant to provide relief to affected employees); *Barrera v. Radix Cable Holdings, Inc., et al.*,
26 (Case No. CIV 1100505) (Marin County Superior Court) (final approval of class action settlement
27 for failure to provide meal and rest breaks to, off-the-clock work by, failure to provide overtime
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1 compensation to, failure to reimburse business expenditures to, failure to pay full wages upon
2 termination to, and failure to provide accurate itemized wage statements to retention specialists
3 working for cable companies); *Glass Dimensions, Inc., et al. v. State Street Corp. et al.*, (Case No.
4 1:10-cv-10588) (District of Massachusetts) (final approval of class action settlement for claims of
5 breach of fiduciary duty and self-dealing in violation of ERISA); *Friend, et al. v. The Hertz*
6 *Corporation*, (Case No. 3:07-052222) (Northern District of California) (settlement of claims that
7 rental car company misclassified non-exempt employees, failed to pay wages, failed to pay
8 premium pay, and failed to provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.*,
9 (Case No. CGC-07-465052) (San Francisco County Superior Court) (final approval of class action
10 settlement for overtime pay, off-the-clock work, unreimbursed expenses, and other wage and hour
11 claims on behalf of a class of center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X)
12 (In the Equal Employment Opportunity Commission Baltimore Field Office) (final approval of
13 class action settlement for the denial of promotions based on targeted disabilities); *Shemaria v.*
14 *County of Marin*, (Case No. CV 082718) (Marin County Superior Court) (final approval of class
15 action settlement on behalf of a class of individuals with mobility disabilities denied access to
16 various facilities owned, operated, and/or maintained by the County of Marin); *Perez, et al. v. First*
17 *American Title Ins. Co.*, (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class
18 action settlement in action challenging unfair discrimination by title insurance company); *Perez v.*
19 *Rue21, Inc., et al.*, (Case No. CISCV167815) (Santa Cruz County Superior Court) (final approval
20 of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work
21 performed by, a class of retail employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.*,
22 (Case No. RG 08424366) (Alameda County Superior Court) (final approval of class action
23 settlement for failure to provide meal and rest breaks to, and for off-the-clock work performed by,
24 a class of ice cream manufacturing employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos.
25 3:12-cv-04137 and 4:13-cv-03091) (Northern District of California) (certified class action on behalf
26 of delivery drivers allegedly misclassified as independent contractors); *Choul, et al. v. Nebraska*
27 *Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final approval of class action
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1 settlement for off-the-clock work by, and failure to provide overtime compensation to, production-
2 line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No. 8:08-cv-504)
3 (District of Nebraska) (FLSA certification for off-the-clock work by, and failure to provide
4 overtime compensation to, production-line employees of meat-packing plant); *Barlow, et al. v. PRN*
5 *Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court) (final approval of
6 class action settlement for failure to provide meal and rest breaks to and for off-the-clock work by
7 certified emergency medical technicians); *Espinosa, et al. v. National Beef, et al.* (Case No.
8 ECU0467) (Imperial Superior Court) (final approval of class action settlement for off-the-clock
9 work by, and failure to provide overtime compensation to, production-line employees of meat-
10 packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.* (Case Nos. CGC-08-
11 479518 and CGC-09-489635) (San Francisco Superior Court) (final approval of class action
12 settlement for failure to provide meal and rest breaks to, and for off-the-clock work by, employees
13 at check cashing stores); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-LJO-GSA, 1:08-CV-00605-
14 LJO-GSA) (Eastern District of California) (final approval of class action settlement for off-the-
15 clock work by production-line employees of meat-packing plant); *Elkin v. Six Flags* (Case No.
16 BC342633) (Los Angeles County Superior Court) (final approval of class action settlement for
17 missed meal and rest periods on behalf of hourly workers at Six Flags amusement parks); *Chau v.*
18 *CVS RX Services, Inc.* (Case No. BC349224) (Los Angeles County Superior Court) (final approval
19 of class action settlement for failure to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case
20 No. RG04155105) (Alameda County Superior Court) (certified class action on behalf of flight
21 nurses); *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class
22 action alleging widespread discrimination within FedEx); *Lopez v. San Francisco Unified School*
23 *District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of plaintiffs in class
24 action against school district for widespread disability access violations); *Singleton v. Regents of*
25 *the University of California* (Case No. 807233-1) (Alameda County Superior Court) (class
26 settlement for women alleging gender discrimination at Lawrence Livermore National Laboratory);
27 *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County Superior
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1 Court) (final approval of class action settlement for drive-time required of Coca-Cola account
2 managers); *Joseph v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County
3 Superior Court) (final approval of class action settlement for failure to provide meal and rest periods
4 to employees of The Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.)
5 (final approval of class action settlement for failure to pay accrued vacation pay upon end of
6 employment); *DeSoto v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior
7 Court) and *Lenahan v. Sears, Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final
8 approval of class action settlement for failure to pay Sears drivers for all hours worked); among
9 many others.

10 **II. SUMMARY OF THE LITIGATION**

11 7. Defendant Stifel, Nicolaus & Company, Inc. (“Defendant” or “Stifel”) is a wealth
12 management and investment banking company.

13 8. Plaintiff was a client service associate for Stifel from approximately November 15,
14 2022 to June 1, 2023 in Mission Viejo, California.

15 9. On June 6, 2023, Plaintiff filed a PAGA Notice with the Labor and Workforce
16 Development Agency (“LWDA”) and served the same on Stifel. A true and correct copy is attached
17 as **Exhibit 2**.

18 10. Plaintiff’s main claims are premised on the following factual allegations. Plaintiff
19 alleges that: (i) Defendant does not keep contemporaneous, accurate time records for Aggrieved
20 Employees, and Defendant compensates Aggrieved Employees based on their scheduled shifts
21 instead of for all hours worked; (ii) Defendant assigns Aggrieved Employees tasks that cannot be
22 completed within their scheduled shifts, resulting in Aggrieved Employees being required to
23 perform off-the-clock work; and (iii) Defendant maintains a business environment where
24 Aggrieved Employees’ meal and rest breaks are routinely interrupted with work.

25 11. On August 17, 2023, Plaintiff filed a class and PAGA action alleging: Defendant’s
26 failure to pay all overtime wages; Defendant’s failure to provide rest periods and pay missed rest
27 period premiums; Defendant’s failure to provide meal periods and pay missed meal period
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1 premiums; Defendant's failure to maintain accurate employment records; Defendant's failure to
2 pay all wages due timely during employment; Defendant's failure to indemnify all necessary
3 business expenditures; Defendant's failure to furnish accurate itemized wage statements;
4 Defendant's failure to pay all wages earned and unpaid at separation from employment;
5 Defendant's violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200,
6 *et seq.*; and Defendant's violations of California's Private Attorneys General Act (Cal. Lab. Code
7 §§ 2698, *et seq.*

8 12. Subsequently, Plaintiff and Defendant (together, the "Parties") explored potential
9 early mediation. On November 29, 2023, the Court signed the Parties' Joint Stipulation and
10 (Proposed) Order Re Temporary Stay of Action due to an upcoming mediation with Deborah
11 Crandall Saxe, Esq. on June 7, 2024.

12 13. On February 1, 2024, Schneider Wallace Cottrell Kim LLP (formerly Schneider
13 Wallace Cottrell Konecky LLP) filed a Notice of Association of Counsel in the Action.

14 14. Subsequently, the Parties continued the June 7, 2024 mediation to July 8, 2024 to
15 allow for additional time to exchange informal discovery and prepare for mediation.

16 15. On May 24, 2024, the Parties met and conferred regarding a Stipulation and
17 Protective Order, and filed same with the Court.

18 16. On July 3, 2024, the Parties met and conferred pursuant to California Rules of Court,
19 Rule 3.2226, and filed an Initial Joint Case Management Conference Statement with the Court.

20 17. On July 8, 2024, the Court continued the Initial Case Management Conference to
21 October 17, 2024 due to the upcoming mediation.

22 18. During this period, the Parties engaged in informal discovery. Over the course of
23 several months, the Parties extensively met and conferred regarding Plaintiff's discovery requests.
24 Defendants produced documents relating to the relevant wage and hour policies and procedures;
25 certain data points and statistics regarding Aggrieved Employees; and time and payroll information
26 and records for putative Aggrieved Employees.

1 19. On July 8, 2024, the Parties attended a private mediation with Deborah Crandall Saxe,
2 Esq. where the Parties discussed their respective positions. The Parties did not reach a resolution at
3 this time.

4 20. On July 23, 2024, Stifel filed Defendant's Motion to Compel Arbitration of
5 Individual Claims, Dismiss Class Claims and Stay Proceedings ("Motion to Compel Arbitration").

6 21. On September 4, 2024, Plaintiff served Stifel a Demand for Initial Disclosures
7 Pursuant to Code of Civil Procedure § 2016.090.

8 22. On November 4, 2025, Plaintiff served her Initial Disclosures.

9 23. On November 5, 2025, Defendant served correspondence re: Plaintiff's Demand for
10 Initial Disclosures, declining to provide Initial Disclosures due to Defendant's pending Motion to
11 Compel Arbitration.

12 24. On December 6, 2024, Plaintiff filed her Opposition to Defendant's Motion to
13 Compel Arbitration.

14 25. On December 12, 2024, the Parties filed a second Joint Case Management
15 Conference Statement.

16 26. On December 19, 2024, this Court granted Defendants' Motion to Compel
17 Arbitration. The Court dismissed Plaintiff's class claims, ordered Plaintiff's individual PAGA
18 claim to arbitration, and stayed Plaintiff's representative PAGA claim.

19 27. On February 3, 2025, Plaintiff filed her Statement of Claim in FINRA Dispute
20 Resolution Services Number 25-00286 ("Arbitration"). On April 3, 2025, Defendants filed their
21 Answer to Claimant's Statement of Claim.

22 28. Subsequently, the Parties resumed discussions of settlement. The Parties extensively
23 met and conferred to select a second mediator.

24 29. On May 23, 2025, the FINRA panel granted a joint request of the Parties to stay the
25 Arbitration for 90 days while the Parties scheduled a mediation.

1 30. On June 18, 2025, the Parties filed a Joint Alternative Dispute Resolution (“ADR”)
2 Statement, requesting the Court continue the ADR Review Hearing on June 26, 2025 for 90 days
3 as the Parties scheduled a mediation.

4 31. On June 20, 2025, the Court continued the June 26, 2025 ADR Review Hearing to
5 October 9, 2025.

6 32. On or about September 19, 2025, the Parties scheduled a private mediation with
7 Michael Loeb, Esq. for October 16, 2025.

8 33. In preparation for the upcoming mediation, the Parties extensively met and conferred
9 regarding updated documents and informal discovery necessary for a fruitful mediation.
10 Subsequently, the Parties engaged in additional informal discovery.

11 34. On October 1, 2025, the Parties filed a second Joint ADR Statement, requesting the
12 Court continue the ADR Review Hearing on October 9, 2025 for an additional 90 days to attend
13 mediation on October 16, 2025.

14 35. On October 2, 2025, the Court continued the October 9, 2025 ADR Review Hearing
15 to January 22, 2026.

16 36. On October 9, 2025, the Parties submitted confidential mediation briefs to Michael
17 Loeb, Esq.

18 37. On October 16, 2025, the Parties attended a private mediation with Michael Loeb,
19 Esq. The matter did not resolve, but the Parties continued to meet and confer following the second
20 mediation with the assistance of Neutral Loeb.

21 38. Following extensive negotiations, on January 9, 2026, the Parties executed a
22 Memorandum of Understanding regarding settlement.

23 39. On January 13, 2026, the Parties filed a third Joint ADR Statement, requesting the
24 Court continue the ADR Review Hearing on January 22, 2026 for an additional 90 days to allow
25 the Parties to finalize a longform settlement agreement.

26 40. On January 14, 2026, the Court continued the January 22, 2026 ADR Review Hearing
27 to April 23, 2026.
28

41. Subsequently, the Parties met and conferred extensively regarding the long form settlement agreement.

42. On April 16, 2026, the Parties filed a fourth Joint ADR Statement, requesting the Court continue the ADR Review Hearing on April 23, 2026 for an additional 90 days to allow the Parties to execute their longform settlement agreement.

43. On April 17, 2026, the Court continued the April 23, 2026 ADR Review Hearing to August 6, 2026. The Court ordered the Parties to file a Motion for Approval by August 6, 2026.

44. After several subsequent weeks of negotiations, the Parties then executed the Settlement on April 29, 2026.

45. After realizing a mathematical error in the Settlement, the Parties executed an Amended PAGA Settlement (“Settlement”) on June 12, 2026. The Settlement resolves all claims in the Action, including Plaintiff’s individual and PAGA claims.

46. On June 24, 2026, Plaintiff submitted the executed Settlement Agreement to the LWDA. A true and correct copy of the submission to the LWDA is attached as **Exhibit 3**.

47. The resulting Settlement is the focus of the instant Motion for Approval of PAGA Settlement before the Court.

III. SETTLEMENT TERMS AND DISTRIBUTION OF PAGA PENALTIES

48. The key financial terms of the Settlement are as follows:

Gross Settlement Amount	\$300,00.00
Plaintiff’s Individual Payment for Her Individual Claims	\$17,000.00
PAGA Penalties	\$132,634.15 (75% to LWDA / 25% to Aggrieved Employees)
Class Counsel’s Fees	\$105,000.00
Class Counsel’s Costs	\$34,865.85
Settlement Administrator Fee	\$5,500.00
Plaintiff’s PAGA Service Award	\$5,000.00

1 49. The Settlement provides that Defendant will pay a non-reversionary Gross Settlement
2 Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), which will be funded
3 within thirty (30) calendar days after the Effective Date, also known as the date of entry by the
4 Court of an order and judgment approving the Settlement. Settlement, ¶ 4.3.

5 50. The Parties have jointly agreed to retain Phoenix Class Action Administration
6 Solutions (“Phoenix”) as the Settlement Administrator and have determined that its bid for
7 administration not to exceed \$5, 500.00 is fair after comparison from other bids submitted for this
8 matter. Plaintiff’s Counsel received a bid from a potential bidder of \$6,200.00. Plaintiff’s Counsel
9 selected Phoenix after comparison. *See* Exhibit B attached to the Declaration of Jodey Lawrence.

10 51. Plaintiff’s Counsel has used Phoenix to administer dozens of settlements, and
11 Plaintiff’s Counsel is informed that Phoenix is a qualified and experienced settlement administrator
12 with procedures in place to provide security for class data and adequate insurance in the event of a
13 data breach or misuse of funds.

14 52. The Parties only agreed to the material terms of the settlement after significant
15 investigation and discovery. The Parties engaged in informal discovery in connection with the two
16 mediation sessions.

17 **A. The PAGA component of the Settlement is fair and reasonable**

18 53. Plaintiff contends that the Settlement is fair, reasonable, and adequate in view of
19 PAGA’s purposes as it is consistent with and furthers the purpose of PAGA. If approved by the
20 Court, the Settlement will achieve PAGA’s objectives by: (1) holding Defendant accountable
21 for its alleged violations of the Labor Code; (2) deterring future violations of the Labor Code by
22 Defendant and other employers; (3) collecting penalties from Defendant and recovering 75% of
23 those penalties on behalf of the State of California for purposes of enforcement and education; and
24 (4) distributing 25% of the penalties to the Aggrieved Employees.

1 54. The Net Settlement Amount is \$32,634.15.¹ The Settlement will result in a substantial
2 payment to the LWDA (\$99,475.61) to use for furthering its mission of protecting workers, as well
3 as reasonable Individual PAGA Payments to the Aggrieved Employees. From the PAGA
4 Settlement Amount, 75% (\$99,475.61) shall be paid to the LWDA (“LWDA PAGA Payment”) and
5 25% (\$31,832.20) shall be paid to Aggrieved Employees (“Individual PAGA Payments”).
6 Settlement, ¶ 3.2.4.

7 55. The Settlement Administrator will calculate each individual payment to Aggrieved
8 Employees (“Individual PAGA Payment”) by dividing the amount of the Aggrieved Employees’
9 25% share of PAGA penalties (approximately \$31,832.20) by the total number of pay periods
10 worked by Aggrieved Employees during the PAGA Period and multiplying the result by each
11 Aggrieved Employee’s pay periods worked during the PAGA Period. Settlement, ¶ 3.2.4.1.

12 56. The settlement checks mailed to each Aggrieved Employee will be accompanied by
13 a notice (similar in form and content to the sample attached as **Exhibit A** to the Settlement)
14 explaining each Aggrieved Employee’s payment and the deadline to cash his or her settlement
15 check. Settlement, ¶ 3.2.4; ¶ 4.1. Settlement, ¶ 3.2.4; ¶ 4.1.

16 57. Defendant represented that 470 Aggrieved Employees worked 17,654 PAGA Pay
17 Periods from June 7, 2022 through October 16, 2025. The payment to Aggrieved Employees
18 implicates an estimated average net recovery of \$67.72 each if divided equally amongst Aggrieved
19 Employees (\$31,832.20 divided by 470 Aggrieved Employees). The Net Settlement Amount of
20 \$132,634.15 represents approximately \$7.50 per pay period per Aggrieved Employee.

21 58. The Net Settlement Amount compared to Defendant’s estimated exposure supports
22 the reasonableness of the Settlement. Assuming a full 100% violation rate for each pay period at
23
24
25

26 ¹ The Net Settlement Amount means the Gross Settlement Amount, less (as approved by the Court)
27 Plaintiff’s Individual Settlement, Plaintiff’s PAGA Representative Service Award, PAGA Counsel
28 Payment, and the Administration Expenses Payment.

1 \$100 per employee for all Aggrieved Employees, the civil penalties exposure is \$1,765,400.00. The
2 Net Settlement Amount² of \$132,634.15 is approximately 7.5% of this amount.³

3 59. This undiscounted exposure number at a 100% violation rate is unrealistic, however,
4 considering the significant risks in this case.

5 60. First, Plaintiff's counsel recognizes the substantial litigation risks arising from the
6 fact that Plaintiff's individual claims were compelled to arbitration before Financial Industry
7 Regulatory Authority ("FINRA"), a private, nonprofit self-regulatory organization that oversees
8 broker-dealers and securities firms in the United States. Plaintiff potentially would be litigating her
9 claims before a panel that did not include judges or attorneys with experience in California wage
10 and hour law. Because Plaintiff's ability to pursue representative PAGA claims depended on her
11 ability to maintain standing as an aggrieved employee, an adverse ruling in the FINRA arbitration
12 on Plaintiff's individual claims presented a significant risk to the entirety of the Action. In
13 particular, if Plaintiff failed to establish that she personally suffered one or more Labor Code
14 violations, Defendant would have argued that Plaintiff lacked standing to pursue PAGA penalties
15 on behalf of other aggrieved employees, thereby potentially eliminating the case in its entirety.

16 61. Assuming she was able to obtain a favorable ruling in FINRA, Plaintiff still faced the
17 additional risk of litigating the representative PAGA claims in this Court, which Defendant
18 vigorously contested. Defendant contends that it complied with the California Labor Code and
19 applicable Wage Orders, and maintains there are no PAGA violations for which Defendant is liable.

20 62. Defendant denies Plaintiff's allegations and factual assertions. For example,
21 Defendant asserts that its written timekeeping policies were facially lawful, that its policies and
22

23 ² The Net Settlement Amount means the Gross Settlement Amount, less (as approved by the Court)
24 Plaintiff's Individual Settlement, Plaintiff's PAGA Representative Service Award, PAGA Counsel
Payment, and the Administration Expenses Payment.

25 ³ Plaintiff's Counsel recognizes that courts generally disfavor and/or reject calculations stacking
26 civil penalties, particularly when civil penalties are for violations that are derivative of the
27 substantive violation. *See e.g., Smith v. Lux Retail N. Am., Inc.*, No. C 13-01579 WHA, 2013 U.S.
28 Dist. LEXIS 83562, at *9 (N.D. Cal. June 13, 2013) (rejecting calculation stacking penalties; "But
is it plausible that we would really pile one penalty on another for a single substantive wrong?").

1 practices required Aggrieved Employees to accurately record all time worked, and that Aggrieved
2 Employees were instructed and encouraged to maintain accurate, contemporaneous time records.
3 Defendant further asserts that Aggrieved Employees were prohibited from working off the clock,
4 and disputes that Aggrieved Employees were assigned workloads that could not be completed
5 during scheduled shifts. Defendant further asserts that its written meal and rest break policies were
6 facially lawful, that Aggrieved Employees were instructed to take timely, full, uninterrupted meal
7 and rest breaks, that Defendant provided Aggrieved Employees the opportunity to take compliant
8 meal periods, and that Defendant provided penalty payments for Aggrieved Employees who did
9 not receive compliant meal or rest breaks.

10 63. Plaintiff's counsel is also aware of the litigation risks associated with the fact that
11 many of the alleged violations in this case – particular particularly alleged off-the-clock work and
12 interrupted rest periods – were not formally recorded or tracked in Defendant's timekeeping
13 systems and will therefore likely depend heavily on witness testimony rather than documentary
14 evidence. As a result, there is a significant risk that the Court, as the finder of fact, could credit
15 Defendant's witnesses and evidence over Plaintiff's, which could substantially reduce or eliminate
16 any recovery of penalties.

17 64. Although Plaintiff believes her case is strong, Plaintiff's claims would required
18 substantial additional preparation and discovery, including depositions of experts, the presentation
19 of percipient and expert witnesses at trial, as well as the consideration, preparation, and presentation
20 of voluminous documentary evidence and the preparation and analysis of expert reports.

21 65. Moreover, there is high risk that the Court may choose to exercise its discretion to
22 reduce PAGA penalties. *See* Cal. Lab. Code § 2699(e)(2) (“a court may award a lesser amount than
23 the maximum civil penalty amount ...if, based on the facts and circumstances of the particular case,
24 to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory”).
25 *See also, e.g., Fleming v. Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590, *2 (C.D. Cal., Oct. 13,
26 2011).

1 66. Considering all of these risks and defenses, Plaintiff's counsel submits that a more
2 realistic exposure analysis places Defendant's potential liability at an estimated 20% violation rate,
3 or approximately \$353,080.00. The Net Settlement Amount represents approximately 37% of this
4 adjusted exposure estimate.

5 67. In contrast to the risks of further litigation, resolving this case by means of the
6 Settlement will yield a prompt, certain, and substantial recovery for Aggrieved Employees and the
7 State. Such a result will benefit the parties and the court system and will bring finality to nearly
8 three years of litigation that spanned the Action.

9 68. Plaintiff's counsel is not aware of any other pending matter or action asserting claims
10 that will be extinguished or adversely affected by the Settlement.

11 **B. The proposed attorneys' fees and costs are reasonable**

12 69. Plaintiff seeks reasonable attorneys' fees from the Gross Settlement Fund. Under the
13 terms of the Settlement, Class Counsel may seek up to 35% of the Gross Settlement Fund, or
14 \$105,000.00.

15 70. In this case, there was no guarantee of compensation or reimbursement. Instead,
16 Plaintiff's counsel has undertaken all the risks of this litigation on a completely contingent-fee basis.
17 Plaintiff's counsel has litigated this matter for nearly three years and has fronted the costs for the
18 Action. The inherent risk of proving liability and damages on a representative basis and Defendant's
19 representation by skillful counsel confronted Plaintiff's counsel with the prospect of recovering
20 nothing or close to nothing for their commitment to and investment in the Action. Nevertheless,
21 Plaintiff and Plaintiff's Counsel have committed themselves to developing and pressing Plaintiff's
22 claims to enforce her fellow employees' rights.

23 71. Plaintiff's Counsel seeks to recover their expenses incurred in the prosecution of this
24 action, in the amount of \$34,865.85. Reasonable litigation expenses are ordinarily included with an
25 award of attorneys' fees pursuant to California wage-and-hour law. Here, Plaintiff's Counsel's
26 expenses were reasonable, necessary to the prosecution, and of the type customarily billed to fee-
27 paying clients. Costs incurred include, for example, costs for filing and service, mediation costs,
28

1 document retrieval and printing costs, mailing costs, depositions and jury fees. A true and correct
2 copy of a detailed breakdown of SWCK's total costs as of May 7, 2026, totaling \$28,718.41, is
3 attached here as **Exhibit 4**. Whitehead Employment Law's costs are \$6,147.44. *See* Declaration of
4 Jacob Whitehead In Support of Motion for Approval of PAGA Settlement ("Whitehead
5 Decl."), Exhibit A-2 Accordingly, PAGA Counsel together have incurred \$34,865.85.

6 72. The total attorneys' fees for the two firms representing PAGA Counsel is
7 \$105,000.00. The requested attorneys' fees is reasonable for several reasons.

8 73. First, this result was achieved by the work and success of Plaintiff's counsel, who
9 negotiated the Settlement after extensive preparation.

10 74. Second, Plaintiff faced risks and expense going forward with this litigation, as
11 discussed above.

12 75. Third, Plaintiff's counsel are experienced representative-action litigators. This
13 experience and expertise, combined with the high quality of work performed in this case by
14 Plaintiff's counsel, resulted in the Settlement.

15 76. Fourth, Plaintiff's Counsel have been representing Plaintiff, Aggrieved Employees,
16 and the State in this matter on strictly contingency-fee basis. Plaintiff's Counsel have exposed
17 themselves to the risk of zero recovery after a substantial investment of time, money, and resources,
18 and have done so since the inception of the Actions without any payment or compensation.
19 Plaintiff's Counsel will not receive any compensation until recovery is obtained.

20 77. Fifth, the requested fees align with what is awarded routinely in California state and
21 federal courts. *See, e.g., Roos v. Honeywell Int'l, Inc.*, 241 Cal. App. 4th 1472, 1489 (2015)
22 (affirming award of 37.5% of the common fund), disapproved on other grounds by *Hernandez v.*
23 *Restoration Hardware, Inc.*, 4 Cal. 5th 260, 287 (2018); *Martin v. Ameripride Servs., Inc.*, No.
24 08cv440-MMA (JMA), 2011 U.S. Dist. LEXIS 61796, at *23 (S.D. Cal. June 9, 2011)("[C]ourts
25 may award attorneys' fees in the 30–40% range in wage and hour ... actions that result in recovery
26 of a common fund under \$10 million."); *Gomez v. H & R Gunlund Ranches*, No. CV F 10-1163
27 LJO MJS, 2011 U.S. Dist. LEXIS 135424, at *6, 14–16 (E.D. Cal. Nov. 22, 2011)(awarding 45%
28

1 of the common fund); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 297–98 (N.D. Cal.
2 1995)(“Class Counsel have also cited 73 district court opinions in which fees in the range of 30–50
3 percent of the common fund were awarded.”); *Pena v. Taylor Farms Pac., Inc.*, No. 2:13-cv-01282-
4 KJM-AC, 2021 U.S. Dist. LEXIS 45326, at *13 (E.D. Cal. Mar. 10, 2021)(awarding fees equaling
5 35% of the common fund).

6 78. Sixth, a cross-check of Plaintiff’s counsel’s lodestar results in a substantial negative
7 multiplier and confirms that the requested fee award is a reasonable and fair payment. . The lodestar
8 for SWCK in this Action, as of May 7, 2026 is \$219,225.50, reflecting 266.60 hours of work. A
9 true and correct copy of detailed breakdown of SWCK’s lodestar as of that date is attached here
10 as **Exhibit 5**. The lodestar for W Employment Law, APC is \$28,600.00 reflecting 61.1 hours of
11 work. Whitehead Decl., Exhibit A-1. Together, PAGA Counsel’s lodestar is \$247,825.50. The
12 requested \$105,000 in attorneys’ fees is a significant negative multiplier of lodestar, representing
13 just 42% of the lodestar.

14 **C. The Proposed PAGA Representative Service Award is Reasonable**

15 79. The service payments requested here are fair and appropriate. Plaintiff spent a
16 substantial amount of time and effort in pursuing the representative claims.

17 80. Here, Plaintiff has substantially contributed their time and efforts over a period of
18 nearly three years in pursuing claims on behalf of the Aggrieved Employees and the State, and
19 Plaintiff’s role was crucial in this case.

20 81. Plaintiff also took on great risk in pursuing a case against a former employer. By
21 bringing the Action, Plaintiff incurred a real risk of retaliation from future employers that will be
22 present for the rest of her professional career. Such conduct may be considered by future employers
23 when choosing between an applicant who has never sued a prior employer and one that has.

24 82. Plaintiff’s requested service awards in the amount of \$5,000.00 (or 1.6% of the total
25 gross settlement) is reasonable considering the efforts she made and the risks she took and is
26 consistent with service awards approved by courts in Orange County. *See, e.g., Hine vs. XPonential*
27 *Fitness, Inc.* (Case No. 30-2020-01176106-CU-OE-CXC) (Orange County Superior Court, April
28

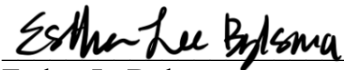
25, 2025) (approving a service award to a PAGA representative of \$7,500.00 or 1.1% of the total gross settlement.); *Mackenzie Heyman v. The Resort at Pelican Hill, LLC, et al.*, (Case No. 30-2020-011-45518-CU-OE-CXC) (Orange County Superior Court, October 3, 2024) (approving a service award to a PAGA representative of \$10,000.00 or 1% of the total gross settlement); *Bursack v. Loandepot.com, LLC*, (Case No. 30-2022-01298792-CU-OE-CXC) (Orange County Superior Court, January 24, 2025) (approving services awards to 22 plaintiffs of \$5,000 each and \$10,000.00 to the main plaintiff or between 3.4-6.9% of the total gross settlement).

83. Accordingly, it is appropriate and just for Plaintiffs to receive a reasonable service award in the amount of \$5,000.00, in addition to her share of the PAGA fund and her Individual Payment for her individual claims, for her time and service as Representative.

84. True and correct copies of the following documents are attached hereto and incorporated herein as follows:

Exhibit 1	Amended PAGA Settlement Agreement
Exhibit 2	PAGA Notice
Exhibit 3	Proof of LWDA Submission -Amended Settlement Agreement
Exhibit 4	SWCK's Total Costs as of May 7, 2026
Exhibit 5	SWCK's Lodestar

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 26th day of June 2026 at San Diego, California.



Esther L. Bylsma

EXHIBIT 1

AMENDED PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Sarah Deatherage (“Plaintiff”), individually and as representative under California’s Private Attorney General Act (“PAGA”), and Defendants Stifel Nicolaus & Company, Inc. and Stifel Financial Corp. (collectively, “Stifel”). The Agreement refers to Plaintiff and Stifel collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s Class and Representative PAGA Action Complaint alleging wage and hour violations against Stifel, Case No. 30-2023-01344151-C-OE-CXC, initiated on August 17, 2023 and pending in Superior Court of the State of California, County of Orange County.
- 1.2 “Administrator” means Phoenix, 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 current and former non-exempt employees of Stifel employed in California during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Stifel’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 “Arbitration” means the claim Plaintiff filed with the Financial Industry Regulatory Authority (FINRA) against Stifel on February 10, 2025 (Case No. 25-00286). Together with the Action shall be referred to collectively as the “Disputes.”
- 1.8 “Court” means the Superior Court of California, County of Orange County.
- 1.9 “Defense Counsel” means Stradley Ronon Stevens & Young, LLP.
- 1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order of the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a)

the day the Court enters Judgment.

- 1.11 “Gross Settlement Amount” means \$300,000.00 (Three-Hundred Thousand Dollars) which is the total amount Stifel agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Plaintiff’s Individual Settlement, Plaintiff’s PAGA Representative Service Award, the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Payment and PAGA Counsel’s request for reimbursement of costs up to \$34,865.85, and the Administrator’s Expenses Payment.
- 1.12 “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.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff’s Individual Settlement, Plaintiff’s PAGA Representative Service Award, PAGA Counsel Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA PAGA Payment.
- 1.17 “Notice of PAGA Settlement” means the notice to be provided to Aggrieved Employees by the Administrator in the form set forth as Exhibit A to this Agreement.
- 1.18 “PAGA Counsel” means Schneider Wallace Cottrell Kim LLP and Whitehead Employment Law the attorneys representing the Plaintiff in the Disputes.
- 1.19 “PAGA Counsel Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees, litigation costs and expenses, respectively, for the services they have rendered to Plaintiff, Aggrieved Employees and the State of California consisting of attorneys’ fees not to exceed 35% of the Gross Settlement Amount plus actually incurred litigation costs up to \$34,865.85 as documented by PAGA Counsel’s billing records. PAGA Counsel’s application for PAGA Counsel Payment is subject to Court approval, and a reduction in attorneys’ fees and costs awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement.
- 1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Stifel for at least one day during the PAGA Period.

- 1.21 “PAGA Period” means the period from June 7, 2022 to the date of the Effective Date.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.23 “LWDA Notice” means Plaintiff’s June 6, 2023 letter to Stifel Nicholas & Co. and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e. the Net Settlement Amount), allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.25 “PAGA Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff and PAGA Representative Sarah Deatherage, not to exceed \$5,000 (five thousand dollars), in addition to her Individual PAGA Payment and her Individual Payment, in recognition of her efforts and risks in assisting with the prosecution of the Disputes and in exchange for executing the PAGA Representative Release, as described in Paragraph 5.2.
- 1.26 “Plaintiff” means Sarah Deatherage, the named Plaintiff in the Action and Claimant in the Arbitration.
- 1.27 “Final Approval Order” means the proposed Court Order Granting Final Approval of PAGA Settlement.
- 1.28 “Released PAGA Claims” means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.29 “Released Parties” means Stifel and each of its current and former parent companies, subsidiaries, sister companies and/or any of its other current and former affiliated companies, and/or any of its insurers, and/or any of its successors, assigns, and/or any of its current or former employees, agents, officers, attorneys, directors, owners, partners, or shareholders.
- 1.30 “Settlement” means the disposition of the Disputes effected by this Agreement and the Judgment.
- 1.31 “Stifel” means named Defendants/Respondents Stifel Nicolaus & Company, Inc. and Stifel Financial Corp. in the Disputes.

2. RECITALS.

- 2.1 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Stifel and the LWDA by sending the LWDA Notice.
- 2.2 On August 17, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Stifel for failure to pay overtime, failure to provide meal and rest

breaks, failure to provide accurate wage statements and to maintain payroll records, failure to timely pay recurring and final wages, failure to reimburse business expenses, unfair business practices, and PAGA violations stemming from the same labor code violations. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Stifel 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.

- 2.3 On July 23, 2024, Stifel filed a Motion to Compel Arbitration of Individual Claims, Dismiss Class Claims, and Stay Proceedings (the “Motion”). On December 19, 2024, the Court granted the Motion in its entirety, dismissed the class claims without prejudice, ordered the individual claims to arbitration, and stayed the non-individual claims pending the completion of arbitration.
- 2.4 On February 10, 2025, Plaintiff filed the Arbitration through her Statement of Claim, and on April 3, 2025, Stifel filed its Answer to the Statement of Claim. On May 23, 2025, pursuant to the parties’ joint request, the FINRA arbitration panel granted a stay of the Arbitration to allow the parties to explore a potential resolution.
- 2.5 On October 16, 2025, the Parties participated in virtual mediation with Michael Loeb. On or around December 8, 2025, the Parties agreed on a settlement to fully and finally resolve the Disputes. On January 9, 2026, the Parties entered into a Memorandum of Understanding documenting the settlement pending a long-form settlement agreement.
- 2.6 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 8 below, Stifel promises to pay \$300,000.00 (Three Hundred Thousand Dollars) and no more as the Gross Settlement Amount. Stifel has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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 Stifel.
- 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 Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Payment of not more than 35%, which is currently estimated to be \$105,000.00 (One Hundred and Five Thousand). Stifel will not oppose requests for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for

PAGA Counsel Payment. If the Court approves a PAGA Counsel 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 Payment. The Administrator will pay the PAGA Counsel Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Payment and holds Stifel harmless, and indemnifies Stifel, from any dispute or controversy regarding any division or sharing of any of this Payment. The PAGA Counsel Payment excludes PAGA Counsel's request for reimbursement of up to \$34,865.85 in litigation costs.

3.2.2 To the Plaintiff:

3.2.2.1 An individual payment in the amount of \$17,000.00 (Seventeen Thousand Dollars) to fully and finally resolve Plaintiff's individual claims asserted in the Disputes ("Individual Settlement") and a PAGA Representative Service Award in the amount of up to \$5,000.00 (Five Thousand Dollars) ("PAGA Representative Service Award"). Both payments to Plaintiff are to be paid out of the Gross Settlement Amount.

3.2.2.2 The Parties agree that the Court's approval of any request for a PAGA Representative Service Award is not a condition of the Settlement and will not be grounds for terminating the Settlement. The Parties agree that the Court can and may approve a PAGA Representative Service Award in a lower amount or decline to award any PAGA Representative Service Award to Plaintiff. Any amount not approved by the Court as an PAGA Representative Service Award shall be added to the Net Settlement Amount.

3.2.2.3 The Parties agree that 100% of the PAGA Representative Service Award shall be allocated and treated 100% as penalties and interest. The PAGA Representative Service Award shall not be subject to wage withholdings and shall be reported on IRS form 1099.

3.2.2.4 The Parties agree that 50% of Plaintiff's Individual Settlement shall be allocated and treated 100% as penalties and interest, and 50% allocated as wages.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$ 5,500.00 (five thousand five hundred dollars) 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 \$ 5,500.00 (five thousand five hundred dollars), 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 \$132,634.15 (one hundred thirty-two thousand, six hundred and thirty-four dollars) to

be paid from the Gross Settlement Amount, with 75% (\$99,475.61) allocated to the LWDA PAGA Payment and 25% (\$31,832.20) 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 (\$31,832.20) 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, Stifel estimates there are 470 Aggrieved Employees who worked a total 17,654 pay periods from June 7, 2022 through the date of the mediation on October 16, 2025.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Stifel will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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. Stifel 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 Stifel 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. Stifel 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 Stifel funds the Gross Settlement Amount, the Administrator will mail checks for Plaintiff's Individual Settlement, all Individual PAGA Payments, and the LWDA PAGA Payment.

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 distribute any funds remaining from checks returned as undeliverable to a *cy pres* recipient proposed by the Parties and approved by the Court. The Parties propose Legal Aid Foundation of Los Angeles.

4.4.4 The payment of Individual PAGA Payments shall not obligate Stifel 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.

4.4.5 For tax purposes, Individual PAGA Payments shall be allocated and treated 100% as penalties and interest. The Individual PAGA Payments shall not be subject to wage withholdings and shall be reported on IRS form 1099s.

4.4.6 The Administrator shall disburse the payment of the PAGA Representative Service Award, the Administration Expenses Payment, and the PAGA Counsel Payment, in accordance with the Agreement and the Final Approval Order, no later than fifteen (15) calendar days after the Court enters the Final Approval Order.

4.4.7 In connection with the Motion for Settlement Approval, PAGA Counsel shall submit this Agreement with the LWDA pursuant to California Labor Code 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the Judgment submit the Final Approval Order to the LWDA pursuant to California Labor Code 2699(1)(3).

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

5.1 Plaintiff's Release. Plaintiff, individually and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns, generally, fully, finally and unconditionally waives, releases, covenants, and discharges the Released Parties with respect to any and all claims, transactions, occurrences, charges, promises, actions, causes of actions, covenants, contracts, controversies, agreements, complaints, claims, counter-claims, liabilities,

obligations, suits, demands, grievances, arbitrations, costs, losses, sums of money, accounts, bills, judgments, executions, damages, debts and expenses, including attorneys' fees and costs, of any nature whatsoever, in law or in equity including, but not limited to: all claims that were, or reasonably could have been, alleged against the Released Parties on any ground, whether known or unknown, suspected or unsuspected under any local, state or federal statute, regulation or ordinance, or common laws that arose or occurred at any time on or before the date this Agreement is executed by Plaintiff (collectively, "Claims"). This general release of all Claims against the Released Parties includes, but is not limited to, any and all Claims in connection with or arising from Plaintiff's working relationship with, or separation from, Stifel, including but not limited to claims based on the facts contained in the Operative Complaint, Statement of Claim and the LWDA 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, workers' compensation benefits, or other unwaivable under applicable law, that arose at any time. 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 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 LWDA 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 provide an opportunity for Defense Counsel to review all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (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 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 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 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 Counsel 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.

6.2.1. Subject to approval by Defense Counsel, PAGA Counsel shall prepare a notice to Aggrieved Employees that will accompany the payment to them ("Notice of PAGA Settlement"). A copy of such notice must be provided to the Court for approval along with the motion seeking approval of the Settlement. The notice should only (i) provide an explanation of PAGA; (ii) describe the factual allegations of the Operative Complaint; (iii) describe the scope of the Released Claims; (iv) state the Gross Settlement Amount, Net Settlement Amount, and the portions allocated to the LWDA and the Aggrieved Employees; (v) explain how the individual payments will be calculated; (vi) describe the recipient's responsibility for any taxes payable on the amount received; and (vii) notify the Aggrieved Employees that they cannot opt out of the Settlement and that, even if they do not cash their checks, they will be bound by the release.

- 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 Phoenix to serve as the

Administrator and verified that, as a condition of appointment, Phoenix 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, Stifel estimates that, as of the date of the mediation, there were 470 Aggrieved Employees who worked 17,654 Pay Periods during the PAGA Period. In the event it is determined that the actual number of pay periods exceeds 17,654 by more than ten (10) percent during the PAGA Period, Defendant will have the option of either: a) increasing the Gross Settlement Amount proportionally; or b) shortening the release period so that there is no increase in the amount.

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 The Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Payment, the Parties and 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 Stifel that any of the allegations in the Operative Complaint or Statement of Claim have merit or that Stifel has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Stifel's defenses in the Action or Arbitration have merit. Stifel does not agree that Plaintiff is an "aggrieved employee" as defined under PAGA for any purpose except to effectuate this Settlement. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Stifel reserves all available defenses to the claims in the Disputes, and Plaintiff reserves the right to contest Stifel's defenses. The Settlement, this Agreement and Parties' willingness to settle the Disputes 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 Stifel, 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, namely Michael Loeb, Esq., 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, Stifel 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 the Disputes and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Parties and attorneys will keep the Settlement confidential through court approval and agree to make no comments to the media or otherwise publicize the terms of the Settlement. Plaintiff and PAGA Counsel further agree that they shall not reference the settlement or the Disputes in any marketing materials, on any websites, emails and correspondence regarding this case against Stifel or related companies (outside of emails and correspondence necessary to effectuate this Settlement). Nothing in this Agreement is intended to prevent the Parties from disclosing or discussing the terms of the Agreement with the Court, the Administrator, Aggrieved Employees and the State of California.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Stifel 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Stifel unless, prior to the Administrator's payment of all Settlement Funds, Stifel makes a written request to PAGA Counsel for the return, rather than the destruction, 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/PAGA Counsel:

Carolyn H. Cottrell
Esther L. Bylsma
Caroline L. Hill
Schneider Wallace Cottrell Kim, LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

Jacob Whitehead
Whitehead Employment Law
7700 Irvine Center Drive
Irvine, California 92618

To Stifel/Defense Counsel:

Melanie L. Ronen
Kate H. Nemzek
Stradley Ronon Stevens & Young, LLP
1 World Trade Center, Suite 2575
Long Beach, CA 90831

- 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 Disputes shall be stayed, except to effectuate the terms of this Agreement, and the Parties will cooperate in the vacating of any and all discovery and trial/arbitration hearing deadlines set in the Disputes. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10.18 Dismissal of Arbitration. Plaintiff shall notify FINRA of the Settlement and withdraw her Statement of Claim in the Arbitration immediately upon receipt of her Individual Settlement and PAGA Representative Service Award, which shall be no later than five (5) business days after receipt thereof.

It is so agreed.

SARAH DEATHERAGE

Name: Sarah Deatherage

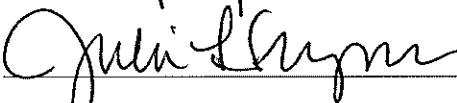
Signature: 

Date: 06 / 10 / 2026

STIFEL NICOLAUS & COMPANY, INC. AND STIFEL FINANCIAL CORP.

Name: 

Title: VP + Deputy GC

Signature: 

Date: 6/12/26

EXHIBIT 2



June 6, 2023

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

**Via Certified Mail (Return Receipt
Requested)**

Stifel, Nicolaus & Company
One Financial Plaza
501 N. Broadway
St. Louis, MO 63102

**Via Certified Mail (Return Receipt
Requested)**

Stifel \ Linas Flood Wealth Advisory Group
400 Spectrum Center Dr., Suite 2000
Irvine, CA 92618

**Via Certified Mail (Return Receipt
Requested)**

Mr. Ronald J. Kruszewski, CEO
One Financial Plaza
501 N. Broadway
St. Louis, MO 63102

Re: Notice Pursuant to the Private Attorneys General Act, California
Labor Code § 2699.3 (the "PAGA")

Dear Sir(s) and/or Madam(s):

Please be advised that representative plaintiff, Sarah Deatherage, (collectively "Plaintiff"), currently residing in Irvine, CA has retained W Employment Law Group to represent her and other similarly situated current and former employees (collectively, the "Aggrieved Employees") of Stifel Financial Corp., also known as Stifel, Nicolaus & Company, Incorporated (Stifel Nicolaus), (hereinafter "Defendant") regarding claims of violation of California Labor Code. Defendant is an American multinational independent investment bank and financial services company, which is incorporated in Delaware and headquartered in St. Louis, Missouri. As a full-service retail and institutional brokerage, Defendant has 33 office locations throughout the United States, including several in California.

This letter formally serves to inform Defendant of Plaintiff's intent to file a complaint against Defendant and bring causes of action for violations of the California Labor Code and the seeks to bring an action for civil penalties under the Private Attorney Generals Act of 2004 (the "PAGA") and for injunctive relief for the violations further detailed below.

Plaintiff is informed and believes that the alleged Labor Code violations are ongoing, systematic, and uniform. If Defendant fails to cure the alleged violations, Plaintiff will bring an action against Defendant under the PAGA as provided by California law. During the relevant statutory period, Defendant formerly employed Plaintiff and currently employs or formerly employed other similarly-situated employees throughout California (collectively, the "Aggrieved Employees") who worked as administrative assistants, client service associates, receptionists,

operations associates, wealth strategists, and other related positions.

Plaintiff alleges that Defendant has violated several provisions of California Labor Code injuring Plaintiff and the Aggrieved Employees. As further detailed below, Defendant's violations to the California Labor Code include, but are not limited to, violations of **Labor Codes §§204, 226, 226.7, 510, 512, 1174 (d), 1194 (a), and Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4).**

Facts and Theories Supporting the Alleged Labor Code Violations

Plaintiff worked for Defendant as a client service associate starting on approximately November 16, 2022 through on or around June 1, 2023. During the statutory period, Plaintiff and similarly-situated Aggrieved Employees were not provided with protected time for rest and meal breaks. Because of the nonstop nature of the work, most of the associates in the office felt constantly pressured to work at their desks while taking meal breaks. For Aggrieved Employees, this often entailed working on client folders, getting materials ready, during their breaks.

Additionally, Plaintiff almost never got to take her 10 minute breaks while working for Defendant. Plaintiff was placed at the front desk reception and tasked with helping her team prepare for an audit.

Plaintiff was not supposed to work over 8 hours and routinely instructed to complete her work within her shift. Due to the demands on her position, Plaintiff regularly felt compelled to work more than 8 hours. Plaintiff's regular work hours were from 7:30 am to 4 pm. To finish all her assigned tasks, Plaintiff regularly worked until 5 pm. It was a common practice for Plaintiff and the Aggrieved Employees to stay late and get things done. Despite regularly working overtime, Defendant typically recorded 7:30 am to 4 pm for Plaintiff's work hours.

Rest/M meal Break Violations

Under Labor Code § 226.7 *“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.*

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.”

Further, under Labor Code § 512 (a) *“An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”*

Per the IWC Wage Order No. 4, Section 12(A) & B “Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-minute paid rest period for every four hours worked or major

Labor & Workforce Development Agency

PAGA Notice

06/01/2023

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

As stated, during the relevant statutory period, the Plaintiff and the Aggrieved Employees, workloads routinely impeded their ability to take Labor Code compliant, timely and duty-free rest and meal breaks. Aggrieved Employees were rarely provided an uninterrupted meal break due to Defendant requiring them to work on client folders, get materials ready, meet unreasonable expectations, and complete jobs lasting many hours without opportunity for a break.

Accordingly, Defendant actively failed to relinquish control to permit Plaintiff and the Aggrieved Employees opportunities for lawful breaks. Defendant has not paid premium pay penalties for the missed and non-compliant rest and meal breaks. This is a clear violation of the provisions of the Labor Code and the IWC No. 16 which set forth California employers' affirmative obligation to provide timely, duty-free rest and meal break periods.

Pursuant to §512 of the Labor Code and Sections 10-11 of IWC No. 4, Plaintiff and the Aggrieved Employees are owed premium pay penalties for each missed rest and meal break for which they were not paid during the statutory period. Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.

Failure to Compensate Employees For Every Hour Worked

Labor Code § 204 (a) states *"All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."*

Under Labor Code §1194 (a) *"Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."*

Plaintiff and the Aggrieved Employees were rarely paid for working past 4:00 pm or working through their meal and rest breaks. Thus, Labor Codes §§ 204 and 1194 (a) have been violated and Plaintiff and the Aggrieved Employees are entitled to recover payment for all hours worked, including time worked off the clock/off duty, during rest/meal breaks, and for late payment of wages with penalties and interest thereon, as well as their attorney's fees and costs. Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.

Failure to Pay Overtime Pay

Labor Code § 510 (a) provides, *"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."*

As indicated above, the Plaintiff and the Aggrieved Employees consistently worked over

40 hours a week, 8 hour days. Plaintiff and Aggrieved Employees worked long hours to finish all of their tasks. Such time was never recorded, nor compensated by Defendant. The time worked while off the clock/during breaks meant that Plaintiff and the Aggrieved Employees had often worked more than an eight-hour shift but were not paid overtime wages. Additionally, Plaintiff and the Aggrieved Employees were working more than eight hours in a day and more than forty hours in a week throughout the relevant statutory period.

Thus, Labor Code § 510 (a) and 1194 have been violated, and Plaintiff and the Aggrieved Employees are entitled to recover unpaid overtime for all hours worked, plus penalties and interest, as well as their attorney's fees. Plaintiff intends to bring an action against Defendant under the PAGA to recover civil penalties as provided by California law.

Failure To Maintain Records of Hours Worked

Labor Code § 1174(d) provides, *“Every person employing labor in this state shall:... (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”*

Regardless of what time Plaintiff and the Aggrieved Employees left work or how many hours she worked,, Defendant wrongfully and knowingly recorded them for only 8 hours per day. Plaintiff and Aggrieved Employees should have been paid at a premium rate for the additional hours that they worked. However, Defendant did not track or record their hours in violation of Lab. Cod. § 1174(d).

Failure to Furnish Accurate Wage Statements

At all times relevant, Labor Code § 226 requires Defendant to *“furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”*

As indicated above, Plaintiff and the Aggrieved Employees were not provided meal breaks and were not paid overtime. Thus, the pay stubs never accurately itemized all hours worked with accurate corresponding rates of pay, during each and every pay period during the relevant statutory period.

In failing to account and compensate with accuracy, all of the hours worked by the Plaintiff and the Aggrieved Employees, and by failing to accurately set forth the net and gross wages earned, Defendant has violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Plaintiff and the Aggrieved Employees' respective (1) gross wages earned, (2) net wages earned, and (3) all applicable hourly rates and the corresponding number of hour worked at each applicable hourly rate.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

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

During the statutory period, when Plaintiff's employment relationship with Defendant was terminated, Defendant failed to pay her all of the earned wages (as set forth above), immediately upon her discharge. In addition, Defendant has failed to pay the waiting time penalties to which such Plaintiff is lawfully entitled under Labor Code § 203.

Conclusion

In sum, as has been factually alleged, Defendant has violated **Labor Codes §§ 201-203, 204, 226, 226.7, 510, 512, 1174 (d), 1194 (a), and Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4)**. Plaintiff on her own behalf and on behalf of all similarly situated Aggrieved Drivers, seeks to recover any and all applicable civil penalties as provided by California law as provided for under Labor Code 2699.

Plaintiff requests the LWDA to investigate the above claims and to provide notice of the investigation under the PAGA's provisions. Alternatively, Plaintiff requests the agency inform her if it does not intend to investigate these violations so that he may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Sincerely,

W EMPLOYMENT LAW GROUP



Jacob N. Whitehead, Esq.
W EMPLOYMENT LAW, APC
7700 Irvine Center Drive, Suite 930
Irvine, California 92618
Telephone: (949) 674-4922

EXHIBIT 3

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Wed 6/24/2026 4:56 PM

To Karina Garcia-Guillen <kgarciaguillen@schneiderwallace.com>

Notice: This email originated from outside of the organization. Please use caution before opening any attached file you did not expect from the sender. Contact support@langtech.com if in doubt.

06/24/2026 04:56:18 PM

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

Item submitted: Proposed Settlement

On 06/24/2026 04:56:18 PM your Proposed Settlement was successfully processed for case number LWDA-CM-960472-23

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: <https://url.us.m.mimecastprotect.com/s/7HXrCPNGWjf0qpBjuzf1cxGx8z>

EXHIBIT 4



CASE COSTS

Deatherage v Stifel, Nicolaus & Company
Matter No. 106507
Date: 05/07/26

DATE	VENDOR	DESCRIPTION	AMOUNT
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 19.59
02/15/2024	Command Investigations	Background Check - Sarah Deatherage	\$ 421.50
05/07/2024	JAMS, Inc.	06/07/24 Mediation Deposit - Paid 100%	\$ 13,000.00
05/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/24- 05/31/24	\$ 67.96
06/25/2024	One Legal LLC (Info Track)	Court Filing Fees - Notice of Posting Jury Fees	\$ 167.20
06/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/24- 06/30/24	\$ 301.97
07/03/2024	One Legal LLC (Info Track)	eFiling Fee - Case Management Statement	\$ 14.95
07/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/24- 07/31/24	\$ 86.60
08/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/24- 08/31/24	\$ 10.70
09/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/24- 09/30/24	\$ 10.33
10/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 10/01/24 - 10/31/24	\$ 21.69
11/30/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 11/01/24 - 11/30/24	\$ 13.93
12/09/2024	One Legal LLC (Info Track)	Objection, Declaration - Other - Superior Court of California, Orange County	\$ 17.20
12/09/2024	One Legal LLC (Info Track)	Opposition, Objection, Declaration -Other - Superior Court of California, Orange County	\$ 50.00
12/12/2024	One Legal LLC (Info Track)	Notice of Remote Appearance - Superior Court of California, Orange County	\$ 17.20
12/12/2024	One Legal LLC (Info Track)	Joint Statement - Superior Court of California, Orange County	\$ 17.20
12/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 12/01/24 - 12/31/24	\$ 716.33
01/10/2025	Steno Agency, Inc	Legal Support Services (Original Transcripts, Reporter Appearance)	\$ 921.50
01/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 01/01/2025 - 01/31/2025	\$ 82.02
02/11/2025	FINRA Dispute Resolution	FINRA Arbitration Demand	\$ 2,000.00
02/28/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 02/01/2025 - 02/28/2025	\$ 10.57
03/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 03/01/25 - 03/31/25	\$ 13.43
04/30/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 04/01/25 - 04/30/25	\$ 10.75
05/28/2025	One Legal LLC (Info Track)	Notice of Change of Electronic Service Address	\$ 19.20
05/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 05/01/25 - 05/31/25	\$ 15.94
06/25/2025	One Legal LLC (Info Track)	Withdrawal of Attorney - Superior Court of California, Orange County	\$ 19.20
07/07/2025	One Legal LLC (Info Track)	Notice of Change of Firm Name	\$ 19.20
07/17/2025	One Legal LLC (Info Track)	Notice of Change of Firm Name- Superior Court of California, Orange County	\$ 22.20
07/18/2025	One Legal LLC (Info Track)	Joint Statement	\$ 19.20
09/30/2025	JAMS, Inc.	Mediation, Michael Loeb, Esq.	\$ 10,500.00
10/02/2025	One Legal LLC (Info Track)	Document, Other	\$ 19.20
10/17/2025	FedEx	10/10/25 FedEx to Michael Loeb from Maria Alvarez	\$ 44.75
01/13/2026	One Legal LLC (Info Track)	Joint Statement	\$ 20.20
04/16/2026	One Legal LLC (Info Track)	Joint Statement	\$ 20.20
05/07/2026	SWCK	Copies and Printing from Shared Printing (2024-Present)	\$ 6.50
Total Cost for (106507) Deatherage, Sarah v. Stifel, Nicolaus & Company			<u><u>\$ 28,718.41</u></u>

EXHIBIT 5

Deatherage, Sarah v. Stifel, Nicolaus & Company, 106507

Billing Details by Matter

Inception - 05/07/2026, All Timekeepers

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
02/01/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per AEC email re head of 7/11/24 [9AM PST] Initial CMC before Hon. McCormick in Dept. CX104, Orange County Superior Court and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
02/08/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.1	\$47.00	requested bk check	Case Organization, Planning and Strategy	INVESTI
02/08/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.2	\$94.00	TLM signed NOA for CMH CNC per CMH call 2/7 = sent NOA to Debit at WEL and asked for conformed copies	Case / Document Administration	Com-CoCounsel
02/08/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.1	\$47.00	finalized - sent JPA to client and Jacob via docusign	Case / Document Administration	Com-CoCounsel
02/12/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying deadlines into the firm's case management platform, per ARS email re Request to update service list as to Keesal, Young & Logan	Case Organization, Planning and Strategy	Case Development
02/14/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	1.6	\$1,400.00	analysis of case status and next steps	Case Organization, Planning and Strategy	Rev-Analysis
02/14/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	correspondence re mediation plan	Settlement	COM-COC
02/14/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.2	\$155.00	reviewing Sarah Deatherage JPA before call with her	Case Organization, Planning and Strategy	Rev-Analysis
02/14/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.4	\$310.00	Sarah Deatherage - call about JPA	Class Outreach and Contact	Com-Client

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
02/14/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.1	\$47.00	emailed CMH re do you want to send another retainer? see ADW email FXM email - asked KKB to put on whiteboard	Case / Document Administration	COM-FIRM
02/14/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.1	\$47.00	replied to TBS email re we need JPA and bk check to open - TLM will ask for it to be opened once we have those re ADW asked for fully opened file.	Case / Document Administration	COM-FIRM
02/15/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re setting mediation	Settlement	COM-COC
02/15/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.1	\$47.00	got bk check back - sent to FXM to review/update NCM	Case / Document Administration	Admin
02/15/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.4	\$188.00	drafted and sent class/paga retainer from SWCK WEL	Case / Document Administration	COM-CLI
02/16/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.4	\$310.00	Reviewing background report from Sarah Deatherage and updating NCM with information	Case Organization, Planning and Strategy	Draft-Review
02/20/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.1	\$77.50	Sarah Deatherage - email scheduling time to discuss retainer	Class Outreach and Contact	Com-Client
02/20/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.1	\$77.50	Sarah Deatherage - email confirming time to speak about retainer	Class Outreach and Contact	Com-Client
02/20/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.6	\$300.00	Draft NOA	Case Management Conferences	Draft
02/20/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.2	\$155.00	reviewing Sarah Deatherage retainer before call with her to answer questions	Case Organization, Planning and Strategy	Plan&Prepare
02/20/2024	Billable	Fabiola Martinez (FXM)	Of Counsel / Associates	Staff Attorney	775.00	0.6	\$465.00	Sarah Deatherage - call explaining retainer and fees and answering any questions	Class Outreach and Contact	Com-Client
02/21/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Send draft of NOA to team for review.	Pleadings and Motions Re: Pleadings	Draft

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
02/21/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Finalize NOA and fwd. to Co-Counsel.	Pleadings and Motions Re: Pleadings	Com-CoCounsel
02/26/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Log on to Courtlink; Retrieve notices and send to mail for processing; Search for our NOA; Send email reminder to OPC re NOA.	Pleadings and Motions Re: Pleadings	Research
02/28/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Pull up docket; Review dates in Clarra; Make a note for ELB Team meeting re creating this matter into an actual matter not a PNC.	Case / Document Administration	Admin
03/08/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.2	\$94.00	added all necessary docs - sent to TBS re please fully open case file	Case / Document Administration	COM-FIRM
03/12/2024	Billable	Tyler Smith (TBS)	Paralegals / Law Clerks	Office Manager/Paralegal	550.00	0.7	\$385.00	Create file in Clarra; Create folder in SharePoint; Move PNC entries over to Clarra; Move files from PNC in SharePoint to Client Folder	Case / Document Administration	New File
03/14/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review mediator selections	Settlement	Rev-Analysis
04/02/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	review mediation dates	Settlement	Rev-Analysis
04/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.6	\$480.00	Email re review of case file and NCM to ADW on next steps.	Case Organization, Planning and Strategy	Com-Internal
04/03/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	prepare for mediation	Settlement	Rev-Analysis
04/03/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re mediation planning	Settlement	COM-COC
04/04/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review potential mediation dates	Settlement	Rev-Analysis

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
04/08/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ADW/CHC emails re [TBD: Time:] Mediation before Mediator Deborah Saxe (JAMS) and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
04/08/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	correspondence re mediation date	Settlement	Com-OC
04/08/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re mediation planning	Settlement	COM-COC
04/08/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.4	\$350.00	TC re mediation planning	Case Organization, Planning and Strategy	COM-COC
04/10/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per CHC email re 6/7/24 [9:30AM PST] Mediation before Mediator Deborah Saxe (JAMS)	Case Organization, Planning and Strategy	Case Development
04/10/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.6	\$1,280.00	Reviewed file and worked on draft of mediation data requests.	Discovery (Non- Deposition)	Draft
04/11/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.9	\$720.00	Reviewed mediation data letter and finished reviewing file, sent out for review.	Case Organization, Planning and Strategy	Draft-Review
04/18/2024	Billable	Tracey McClain (TLM)	Paralegals / Law Clerks	Intake Manager	470.00	0.1	\$47.00	replied to CMH email re costs for this case - attached JPA for CMH reference	Case Organization, Planning and Strategy	Com-Internal
04/22/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.4	\$144.00	Reviewing, verifying and modifying deadlines into the firm's case management platform, per ADW email re Mediation and related deadlines/reminders	Case Organization, Planning and Strategy	Case Development
04/22/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator re mediation date	Settlement	Com-Misc

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
04/22/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.5	\$437.50	review letter re mediation data	Settlement	Draft-Review
04/23/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.9	\$720.00	Worked on mediation requests letter updated per ADW edits/comments. Reviewed compl aint, ncm, and looked for sample requests re misclassification in other cases to compare.	Discovery (Non- Deposition)	Draft-Review
04/23/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ARS email re P's imposed DL for D to Resp to produce documents and data for mediation.	Case Organization, Planning and Strategy	Case Development
04/23/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	review letter re mediation data needed	Settlement	Draft-Review
04/23/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Finished cleaning up mediation request letter and sent to ARS for finalizing.	Discovery (Non- Deposition)	Draft-Review
04/23/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Read email from AEC re Ltr to OC; Finalize and serve on OC; FWd to docketing for calendarng.	Case / Document Administration	Serve
04/25/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator re confirmation of mediation	Settlement	Com-Misc
04/29/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Msg to and from ADW and AEC re mediation fee agreement; Search for agreement in emails.	Case Management Conferences	MED
05/02/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence with mediator re confirmation of date	Settlement	Com-Misc

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/03/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.7	\$350.00	Read email from ADW re updating OC's contact information; Create caption page; Pull up docket; Review pleadings; Send email to ADW and ELB re NOA's and NTC of Assoc. of Counsel re CNC and Ntc of WD of CNC.	Pleadings and Motions Re: Pleadings	Draft
05/06/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	correspondence re data points for mediation	Discovery (Non-Deposition)	Com-OC
05/07/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator for fees	Settlement	Com-Misc
05/07/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.8	\$400.00	Review events on calendar for matter; Review pleadings and search for mediator letter re fees; Sent email to ELB team re mediator's letter re fees.	Case / Document Administration	Mediation
05/07/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read email from AEC and ADW re Mediation data request; Send email to AEC re DL to respond.	Communications With Opposing Counsel	Draft
05/07/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Correspondence re mediation fees.	Case Organization, Planning and Strategy	Com-Internal
05/07/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re discovery for mediation	Discovery (Non-Deposition)	Com-OC
05/07/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read email from ADW re letter; Sent msg to ADW re DL.	Case / Document Administration	Draft
05/07/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Received mediation letter; Fwd it to AP.	Case Management Conferences	MED
05/07/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re mediation data	Discovery (Non-Deposition)	Com-OC
05/07/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read and respond to AP's email re mediation.	Case Management Conferences	Com-Internal
05/08/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review notice of mediation	Settlement	Com-Misc

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/09/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re mediation data	Discovery (Non- Deposition)	Com-OC
05/09/2024	Billable	Michaela Stewart (MLS)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Entering deadlines and associated reminders into our case management platform, per a request to the docketing department re: Mediation DLs	Case Organization, Planning and Strategy	Plan&Prepare
05/10/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	analysis of damages for mediation	Settlement	Analysis
05/10/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	correspondence re data for mediation	Discovery (Non- Deposition)	COM-COC
05/13/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator re mediation scheduling	Settlement	Com-Misc
05/16/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	TC with mediator re payment	Settlement	Mediation
05/17/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Correspondence re mediation fee.	Case Organization, Planning and Strategy	Com-Internal
05/17/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	2.4	\$1,920.00	Reviewed complete file, docket, and pulled relevant information for mediation brief.	Case Organization, Planning and Strategy	REV-ANAL
05/20/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.4	\$320.00	Looked at a few mediation brief samples to use and last review of file for policy documents.	Settlement	Research
05/20/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	3.4	\$2,720.00	Drafted mediation brief.	Settlement	Draft
05/22/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.4	\$320.00	Reviewed NCM and put together qs for a call.	Case Organization, Planning and Strategy	REV-ANAL
05/22/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Called and left a message, texted.	Case Organization, Planning and Strategy	Com-Client
05/22/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.9	\$720.00	Call with client re facts for mediation brief.	Case Organization, Planning and Strategy	Com-Client

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/23/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.9	\$1,520.00	Updated mediation brief.	Settlement	Draft-Review
05/23/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.5	\$400.00	Research re arb agreements.	Settlement	Research
05/23/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.7	\$560.00	Final proof and edits of mediation brief and sent to OC for review.	Settlement	Draft-Review
05/23/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re mediation data	Settlement	Com-OC
05/24/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator re briefs	Settlement	Com-Misc
05/24/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	correspondence re mediation data	Discovery (Non- Deposition)	Com-OC
05/24/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.5	\$437.50	review protective order	Discovery (Non- Deposition)	Draft-Review
05/28/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.7	\$1,360.00	Reviewed D's production for mediation.	Settlement	REV-ANAL
05/29/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ADW email re [12PM PST] ADW call w/OC-Melanie Ronen re protective order	Case Organization, Planning and Strategy	Case Development
05/29/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.6	\$1,280.00	Updated mediation brief with new info. and added exhibits. Sent email re same.	Settlement	Draft-Review
05/29/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.8	\$640.00	Research re arbitration agreements and severability clauses re mediation brief.	Settlement	Research
05/29/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.8	\$700.00	review mediation statement	Settlement	Draft-Review
05/29/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re mediation discovery	Settlement	COR-OC
05/29/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.4	\$350.00	TC re continuing mediation date	Settlement	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/30/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re mediation date	Settlement	Com-OC
05/31/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	correspondence re mediation date change	Settlement	Com-OC
05/31/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re mediation date	Settlement	COM-COC
06/03/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, verifying and extending deadlines into the firm's case management platform, per CHC email re rescheduling of mediation to July 8th w/ Deborah Saxe.	Case Organization, Planning and Strategy	Case Development
06/03/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and extending deadlines into the firm's case management platform, per ADW email re extending 7/8/24 [9:30AM PST] Mediation before Mediator Deborah Saxe (JAMS)	Case Organization, Planning and Strategy	Case Development
06/03/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ADW email re July 8th mediation	Case Organization, Planning and Strategy	Case Development
06/03/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator re continued mediation date	Settlement	Com-Misc
06/05/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with mediator re continued mediation	Settlement	Com-Misc
06/06/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re MSA	Settlement	COM-COC
06/12/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.8	\$400.00	Draft Ntc of Posting Jury Fees; Review former OC's and update POS	Pleadings and Motions Re: Pleadings	Draft-Review

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
06/13/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ARS email re bi-weekly reminder to check the docket	Case Organization, Planning and Strategy	Case Development
06/17/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Send follow up email to team to approve draft of Ntc of Posting Jury Fees; Move draft to Pleadings in SP.	Pleadings and Motions Re: Pleadings	Draft
06/20/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	1.1	\$962.50	analysis of damages for mediation	Settlement	Analysis
06/24/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	2.3	\$2,012.50	analyze settlement value	Settlement	Analysis
06/25/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.1	\$120.00	Review/revise notice of jury fees.	Case Organization, Planning and Strategy	REV-ANAL
06/25/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	revise notice of jury fees	Trial and Pretrial Preparation	Draft-Review
06/25/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Read email from ELB approving Ntc of Jury fees; Finalize; File and serve.	Pleadings and Motions Re: Pleadings	File
06/25/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.9	\$787.50	review mediation statement	Settlement	Draft-Review
06/26/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.5	\$400.00	Looked through file, court rules, and docket to pull what's needed re joint CMCS.	Case Organization, Planning and Strategy	Research
06/26/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	2.4	\$1,920.00	Finished looking through samples and formatting and drafting joint CMCS using CRC.	Pleadings and Motions Re: Pleadings	Draft
06/26/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	revise CMC statement	Case Management Conferences	Draft-Review
06/26/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.1	\$880.00	Worked on edits to mediation brief.	Settlement	DRA-REV

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
06/27/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.4	\$1,120.00	Finished edits to mediation brief, redid research on arb agreements, and gave final proof. Sent back to ADW.	Settlement	Draft-Review
06/27/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Reviewing, verifying deadlines into the firm's case management platform, per MEG Court Docket Check - 7/16/24 [9AM PST] Initial CMC before Hon. McCormick in Dept. CX104, Orange County and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
06/27/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.8	\$640.00	Finished executive summary of damages in prep for mediation.	Settlement	Draft
06/27/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	1.3	\$1,040.00	Finished cheat sheet ahead of mediation.	Settlement	Draft
06/27/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Correspondence re fees and costs.	Settlement	Com-CoCounsel
06/27/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	2.7	\$3,240.00	Review case issues and analyze for mediation; review/revise mediation brief; research re inaccurate records.	Case Organization, Planning and Strategy	Analysis
06/27/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.4	\$350.00	discuss plan for mediation	Settlement	Analysis
06/27/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.3	\$240.00	Meeting re mediation with ADW and ELB.	Settlement	Com-Internal
06/27/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.3	\$360.00	Call with ADW and AEC re mediation and case issues.	Case Organization, Planning and Strategy	COM-FIRM
06/28/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with OPC re mediation data sample	Discovery (Non- Deposition)	Com-OC
06/28/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.2	\$160.00	Looked at sample data from OC in prep for mediation.	Settlement	Rev-Analysis
06/28/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	4.1	\$4,920.00	Research/ revise mediation statement, prepare for mediation.	Case Organization, Planning and Strategy	REV-ANAL

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/01/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.7	\$560.00	Reviewed sample on pay records from D and conferred with ELB on no impact on mediation brief.	Settlement	Rev-Analysis
07/01/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Review files in Scanned folder; Check information in JAMS and ADW's login info re submitting mediation brief due today.	Case Management Conferences	Mediation
07/01/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Msgs to and from AEC re Mediation; Send email to case manager requesting new zoom info for mediation next week.	Case Management Conferences	Com-External
07/01/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.1	\$120.00	Review and confer internally re finalizing mediation brief.	Case Organization, Planning and Strategy	Com-Internal
07/01/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.4	\$320.00	Reviewed mediation brief and sent to ARS to finalize.	Settlement	Draft-Review
07/01/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Read email from AEC and ELB with brief; Assemble Ex; Finalize brief and submit with JAMS	Pleadings and Motions Re: Pleadings	MED
07/02/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Look up Notice of Change of Address; Update POS; Pull up docket.	Case / Document Administration	Draft
07/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.3	\$240.00	Pulled lodestar and updated cheat sheet, requests costs.	Settlement	Rev-Analysis
07/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Correspondence re co-counsel fees/costs and call ahead of mediation.	Settlement	Com-CoCounsel
07/03/2024	Billable	Caroline Dean (CJD)	Clerical Staff	Accounting Specialist	250.00	0.2	\$50.00	Work cost report requested by AEC	Case / Document Administration	Admin
07/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.3	\$240.00	Edits to CMCS and comparison to our draft.	Pleadings and Motions Re: Pleadings	Draft-Review
07/03/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.1	\$120.00	Review joint status report, provide comments/edits.	Case Organization, Planning and Strategy	REV-ANAL

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.4	\$320.00	Call with client re mediation.	Case Organization, Planning and Strategy	Com-Client
07/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.2	\$160.00	Cleaned up joint CMCS and sent final version to OC.	Pleadings and Motions Re: Pleadings	Draft-Review
07/03/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Correspondence re joint statement to ARS.	Case Organization, Planning and Strategy	Com-Internal
07/03/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Read email from AEC with JCMCS; Update POS; Finalize; File and serve OPC.	Pleadings and Motions Re: Pleadings	File
07/05/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	1.2	\$1,440.00	Review/revise damages calculations, prepare for pre- mediation call; call with co- counsel.	Case Organization, Planning and Strategy	Analysis
07/05/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.2	\$160.00	Call with co-counsel re mediation.	Settlement	Com-CoCounsel
07/05/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Followed up re link to mediation monday.	Settlement	Com-External
07/05/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Msgs to and from AEC re Mediation; TC to Case Manager; Left vm; Office is closed today; Send msg to AEC relaying information.	Case Management Conferences	Com-Internal
07/05/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Updated mediation cheat sheet.	Settlement	DRA-REV
07/08/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Draft email for team with Brief; Summary of Damages; and Cheat sheet; TCs to JAMS re remote info; Received remote info from JAMS; Sent email to team.	Settlement	Com-Internal
07/08/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Review doc production from Defendants.	Discovery (Non- Deposition)	Disc
07/08/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	9.5	\$11,400.00	Prepare for/attend mediation; talk to client.	Case Organization, Planning and Strategy	Appear

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/09/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.6	\$216.00	Reviewing, verifying and extending deadlines into the firm's case management platform, per ARS email re 10/17/24 Complex Status Conference before Hon. McCormick in Dept. CX104, Orange County Superior Court. and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
07/09/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Pull up docket; Check courtlink; Download Ct. Notice re continuance; Send Ntc to Mail for processing and docketing to calendar continuance.	Case Management Conferences	Com-Internal
07/09/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.2	\$160.00	Email re stay and DLs.	Case Organization, Planning and Strategy	Com-Internal
07/10/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per CHC email re 7/23/24 D's L/d to file response to Complaint.	Case Organization, Planning and Strategy	Case Development
07/18/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.2	\$160.00	Reviewed docket and deadlines and conferred with ADW re correspondence from OC re extension.	Case Organization, Planning and Strategy	Com-Internal
07/18/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re motion to compel arbitration	Pleadings and Motions Re: Pleadings	Com-OC
07/19/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ADW email re 7/22/24 [2:30PM PST] ADW call w/OC-Kate H. Nemzek re Answer to Complaint via Teams	Case Organization, Planning and Strategy	Case Development
07/19/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	correspondence re answer and motion to compel arbitration	Pleadings and Motions Re: Pleadings	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/22/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.5	\$437.50	TC re motion to compel arbitration	Pleadings and Motions Re: Pleadings	Com-OC
07/22/2024	Billable	Aura Cornejo (AEC)	Of Counsel / Associates	Associate	800.00	0.1	\$80.00	Sat in on call with OC re arb motion.	Pleadings and Motions Re: Pleadings	Draft-Review
07/22/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.5	\$600.00	Call with defendant re motion to compel arbitration; analyze arbitration agreements; draft notes.	Case Organization, Planning and Strategy	Analysis
07/24/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re motion to compel arbitration	Pleadings and Motions Re: Pleadings	Com-OC
07/24/2024	Billable	Michaela Stewart (MLS)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Entering deadlines and associated reminders into our case management platform, per a request to the docketing department re: MTC Arb.	Case Organization, Planning and Strategy	Plan&Prepare
07/24/2024	Billable	Michaela Stewart (MLS)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Entering deadlines and associated reminders into our case management platform, per a request to the docketing department re: MTC Arb.	Case Organization, Planning and Strategy	Plan&Prepare
07/26/2024	Billable	Michaela Stewart (MLS)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Entering deadlines and associated reminders into our case management platform, per a request to the docketing department re: MTC Arb.	Case Organization, Planning and Strategy	Plan&Prepare
07/29/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ADW email re D's Hearing re MTC arbitration.	Case Management Conferences	Case Development
07/29/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review motion to compel arbitration hearing date	Pleadings and Motions Re: Pleadings	Analysis

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/31/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ADW email re 12/19/24 [2PM PST] D's Hearing re Motion to Compel Arbitration before Hon. McCormick in Dept. CX104, Orange County Superior Court and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
07/31/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review hearing date on motion to compel arbitration	Pleadings and Motions Re: Pleadings	Analysis
08/12/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ARS email re bi-weekly reminder to check the docket	Case Organization, Planning and Strategy	Case Development
08/16/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Draft Demand for Initial Discl.	Pleadings and Motions Re: Pleadings	Draft-Review
08/16/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	1.0	\$500.00	Draft discovery.	Discovery (Non-Deposition)	Disc
08/16/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence with co counsel re outcome of mediation	Settlement	COM-COC
09/04/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Review req. for initial disc. and fwd to ADW for review.	Pleadings and Motions Re: Pleadings	Draft-Review
09/04/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.2	\$175.00	review request for initial disclosures	Discovery (Non-Deposition)	Draft-Review
09/04/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Finalize Disclosures; Serve on OPC; Send to docketing for calendaring.	Pleadings and Motions Re: Pleadings	Serve

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
09/05/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ARS email re P's Demand for Initial Disclosures.	Case Organization, Planning and Strategy	Case Development
09/12/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per MEG case status review and docket check re 10/17/24 Complex Status Conference before Hon. McCormick in Dept. CX104, Orange County Superior Court and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
10/01/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.4	\$144.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per ARS 10/1/24 re 12/19/24***ATTY***[2PM PST] Complex Status Conference before Hon. McCormick in Dept. CX104, Orange County Superior Court and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
10/01/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review continuance of CMC	Case Management Conferences	Analysis
10/02/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, verifying deadlines into the firm's case management platform, per Clarra's email re Court's Minute order - 12/19/24 Complex Status Conference before Hon. McCormick in Dept. CX104, Orange County Superior Court and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
10/16/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Pull up docket; Search for TR; Update case list.	Case Management Conferences	Admin

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/22/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.8	\$400.00	Pull up docket; Review reminders in Clarra; Send email to ADW re disclosures; Search for template; Draft and send to ADW.	Pleadings and Motions Re: Pleadings	Draft
10/22/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review initial disclosures	Discovery (Non-Deposition)	Analysis
11/01/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Draft initial disclosures.	Pleadings and Motions Re: Pleadings	Draft
11/01/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	1.1	\$962.50	Draft initial disclosures	Discovery (Non-Deposition)	Draft-Review
11/01/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.9	\$450.00	Read email from ADW with initial disclosures; Draft verification; Confirm OPC info in POS; Convert jpeg's into PDF's; Combine all documents; Batestamp docs; Finalize and send to ADW for review; Send documents to client for signature and by email directly to her.	Pleadings and Motions Re: Pleadings	Draft-Review
11/04/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	TC re discovery verifications	Discovery (Non-Deposition)	COM-CLI
11/04/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Add client's contact info to Clarra; TC to client; Left vm re Initial disclosures; Sent email to ADW re pending signature; Resent Initial Disclosures to client wiht state updated.	Other Motions	Pleading
11/04/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Retrieve disclosures; Remove protection and send to ADW for final review before serving.	Case / Document Administration	Com-Internal
11/04/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	finalize initial disclosures	Discovery (Non-Deposition)	Analysis
11/04/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Draft email to OPC with P's Initial Disclosures; Search for last email w service list and send.	Pleadings and Motions Re: Pleadings	Serve

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
11/06/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Reviewing, verifying and adding deadlines into the firm's case management platform, per KKB email re Ds' response to Demand to Initial disclosures - L/D to Provide Notice of MTC Further Resp re Ds' Resp to P Demand for Initial Disclosures and related internal DL to meet and confer.	Case Organization, Planning and Strategy	Case Development
11/06/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	correspondence re initial disclosures	Discovery (Non- Deposition)	Com-OC
12/02/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	1.0	\$1,200.00	Review/analy ze defendant's motion to compel arbitration; research re defendant's arguments and potential responses.	Other Motions	Research
12/03/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	TC to client re appt with ELB; Spoke with client; Confirmed 445pm time slot; Sent msg to ELB with time; Add appt. to Clarra.	Case Organization, Planning and Strategy	Com-Client
12/03/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.5	\$600.00	Call with client to discuss the documents purporting to be arbitration agreements.	Other Motions	Com-Client
12/04/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	3.2	\$3,840.00	Research/work on opposition to motion to compel arbitration.	Other Motions	Analysis
12/05/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	9.2	\$11,040.00	Research/draft re opposition to motion to compel arbitration; draft/revise declaration from plaintiff.	Other Motions	DRA-REV
12/06/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	1.3	\$650.00	Review Decl; Add hearing details; Send Decl. to client; TC to client; Left VM; Emails to and from ELB re Decl. revisions; Cancel pending Decl. Resend Decl. Draft POS; Finalize Objections.	Pleadings and Motions Re: Pleadings	Draft-Review

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
12/06/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read msg from ELB re Brief and review of final Dec. and Objections; Sent her final for review.	Pleadings and Motions Re: Pleadings	Com-Internal
12/06/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	1.9	\$950.00	Create TOC/TOC; Finalize; File and Serve.	Pleadings and Motions Re: Pleadings	File
12/06/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	9.4	\$11,280.00	Research/draft/revise/finalize opposition to motion to compel arbitration, objections to evidence.	Other Motions	DRA-REV
12/10/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Draft email to Steno; Pull up docket; Draft Caption page; Send email to Steno req. Ct. Reporter.	Case Management Conferences	Com-External
12/11/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB email re internal reminder – serve discovery requests.	Case Organization, Planning and Strategy	Case Development
12/11/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	1.0	\$1,200.00	Review upcoming deadlines, review previous case management statement, revise for joint status statement, review local rules re same; review re CCP initial disclosures.	Discovery (Non- Deposition)	Draft
12/11/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Email msgs to and from ELB re discovery and initial disclosures; Review drafts	Discovery (Non- Deposition)	Com-Internal
12/12/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Search LWDA site for new PGA cases, None filed; Updated list.	Case Management Conferences	Research
12/12/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.6	\$300.00	Draft Ntc of Remote App.	Pleadings and Motions Re: Pleadings	Draft

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
12/12/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Read email from ELB with revisions to RA-010; Make edit and finalize; Send final to ELB; File and serve Notice of Remote App.	Pleadings and Motions Re: Pleadings	File
12/12/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Received final edits from OC; Msg to ELB re final; Make revisions; Finalize and submit with the court for filing.	Pleadings and Motions Re: Pleadings	File
12/13/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, and verifying deadlines into the firm's case management platform, per ADW email re D's REPLY ISO re MTC Arbitration Served.	Case Organization, Planning and Strategy	Case Development
12/13/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review motion to compel	Other Motions	Analysis
12/13/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB email re L/D to Provide Notice of MTC Further Resp re Ds' Resp to P Demand for Initial Disclosures. - Ds' Response to Demand for Initial Disclosures.	Case Organization, Planning and Strategy	Case Development
12/16/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Search for new PAGA cases filed against Stifel, Nicolaus; No new cases.	Case / Document Administration	Research
12/18/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.6	\$300.00	Add OPC info and update POS.	No Charge	Admin
12/18/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Check for TR; Check back; Msg to ELB; Msg from ELB re TR issued until tmrw morning. Set alarm.	Pleadings and Motions Re: Pleadings	Admin
12/18/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	2.1	\$2,520.00	Check for tentative; prepare for hearing.	Other Motions	P&P

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
12/19/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.7	\$252.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re tentative ruling - 6/26/25 ADR Review Hearing and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
12/19/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB email re REMINDER to file arbitration demand.	Case Organization, Planning and Strategy	Case Development
12/19/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Pull up TR; Sent to mail and docketing; Sent msg to ELB re issued TR; Read TR;	Case Management Conferences	Research
12/19/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.3	\$262.50	review order on motion to compel arbitration	Other Motions	Analysis
12/19/2024	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	4.3	\$5,160.00	Review tentative ruling, research, prepare for hearing.	Other Motions	P&P
12/20/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB email re D 12/19/24 notice - [9AM PST] ADR Review Hearing before Hon. McCormick in Dept. CX104, Orange County Superior Court	Case Organization, Planning and Strategy	Case Development
12/20/2024	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB email re Appealable order - L/D to File Notice of Appeal. Added internal DL to research "death knell" doctrine.	Case Organization, Planning and Strategy	Case Development
12/20/2024	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	review order re motion to compel arbitration	Other Motions	Analysis

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
12/23/2024	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Check for new cases filed against Stifel, Nicolaus & Company; Send email out to team re no new cases filed.	Case Management Conferences	Admin
01/02/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Emails to and from Steno re transcript. Add reminder to clarra.	Pleadings and Motions Re: Pleadings	Com-External
01/08/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Read email from Steno; Download hearing transcript and save to SP.	Case Management Conferences	Admin
01/15/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Review SP; Search for complaint; Download from courtlink; Save to SP; Convert to word document and send to ELB.	Pleadings and Motions Re: Pleadings	Research
01/15/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read email from ELB; Send email to co-counsel requesting word version of complaint.	Case / Document Administration	Com-External
01/17/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Send follow up email to CC req word version of complaint.	Pleadings and Motions Re: Pleadings	Com-CoCounsel
01/21/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Research CC's contact information; TCs to firm; Left VM; Draft and send email to Debi Pugliese and Gladys Morcisa requesting draft of complaint.	Case / Document Administration	Com-CoCounsel
01/21/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	TC from Angelica from CC's office re Deatherage complaint.	Case / Document Administration	Com-CoCounsel
01/27/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.8	\$400.00	Research FINRA process for filing; Send information to ELB and ADW.	Case / Document Administration	Research
01/28/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	4.3	\$5,160.00	[Arbitration] Research/analyze/draft/revise/finalize statement of claim.	Case Organization, Planning and Strategy	DRA-REV

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
01/30/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	1.0	\$500.00	Msgs to and from ELB re FINRA and new Arb matter; Send email to team requesting to open a new matter; Add Note to Clarra re last update on matter; Update POS with new information received from Jacob Whitehead re Farzam Law; Add Whitehead staff to contacts; Update spreadsheet.	Case Organization, Planning and Strategy	Admin
02/03/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.2	\$240.00	Confer internally re edit to arbitration demand, email client re same.	Case Organization, Planning and Strategy	Analysis
02/03/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.7	\$350.00	Finalize Arb Demand; Assemble Arb Agreement; Remove Ex slips; Send to ELB for review; Research FINRA account.	Pleadings and Motions Re: Pleadings	Demand
02/04/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	1.5	\$750.00	Create FINRA account; Enter Arb demand information into portal; Contact client re document sent to her via HelloSign; Left VM:	Pleadings and Motions Re: Pleadings	File
02/10/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	TC to client re Submission Agreement.	Case / Document Administration	Com-Client
02/10/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.6	\$300.00	Remove protection from Submission Agreement; Prep FINRA demand for filing; Draft email to AP requesting permission to use CC; File Arb demand; Respond to AP's email; Fwd Invoice for payment.	Pleadings and Motions Re: Pleadings	File
02/10/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Emails to and from AP; Pay FINRA fees.	Pleadings and Motions Re: Pleadings	File

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
02/11/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	1.0	\$500.00	Msg to ELB requesting receipt; Submit receipt to AP; Read emails from FINRA requesting Ct. Order demand case to Arb; Search SP for Order; Download and submit with FINRA; Read emails from FINRA re DR Portal; TC to Case Specialist req info re DR Portal.	Pleadings and Motions Re: Pleadings	File
02/12/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Research re DR Portal; Review msgs from FINRA and documents; TC to Lauren Guerena, Case Specialist; Left VM; Sent email to her req. information.	Case Organization, Planning and Strategy	Research
02/12/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.4	\$144.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re FINRA] Respondent L/d to file with FINRA and serve Submission Agreement and answer statement of claim.	Case Organization, Planning and Strategy	Case Development
02/12/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.8	\$400.00	TC to FINRA re my account set up; Attempt to login and create account; Search how to add matter under my account; Add FINRA contacts to Clarra; Case ID numbers, etc. related to FINRA demand.	Case / Document Administration	Research
02/12/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Download FINRA Service packet; Send to mail for processing; Read package; Send to docketing to calendar DL for Defs to file their Answer.	Pleadings and Motions Re: Pleadings	Research
02/21/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Review events in Clarra for matter; Log on to FINRA and review events and check for anything new; Send email to ELB w update.	Case / Document Administration	Research

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
03/04/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Log on to FINRA acct.; Download claim packet and document package; Save and serve on OC; Review events in Clarra.	Pleadings and Motions Re: Pleadings	Serve
03/06/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Read email from FINRA; Review ELB's account and mine for any new postings.	Case Organization, Planning and Strategy	Admin
03/10/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re Weekly reminder to check Docket	Case Organization, Planning and Strategy	Case Development
04/03/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Read emails from FINRA; Retrieve documents; Review them and check portal for hearings or DL's; Send docs to mail and respond to ELB's email.	Case / Document Administration	Com-Internal
04/04/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.6	\$216.00	Reviewing, researching, adding and verifying deadlines into the firm's case management platform, per ARS email re Respondent's Answer, e-served - [FINRA] L/d to file with FINRA and serve an answer to Respondent's counterclaim on party through the Party Portal and file the answer with the Director.	Case Organization, Planning and Strategy	Case Development
04/04/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Read emails from FINRA; Download documents; Send to mail for processing and docketing; Read Answer.	Pleadings and Motions Re: Pleadings	Com-Internal
04/04/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.6	\$300.00	Draft Ntc. of Change of Firm Name for State Court and Draft Letter for FINRA re Change of Firm Name	Pleadings and Motions Re: Pleadings	Draft

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
04/04/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Read email from FINRA; Download documents; Review; Pull DL and send to docketing to calendar; Send to mail for process and team.	Case / Document Administration	Com-Internal
04/07/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re FINRA Letter re Arbitrator Ranking Lists and disclosures.	Case Organization, Planning and Strategy	Case Development
04/24/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Review Arb strike and rank list; Submit it via FINRA.	Pleadings and Motions Re: Pleadings	File
04/28/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Review email from FINRA re Arb list.	Pleadings and Motions Re: Pleadings	Com-External
05/02/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Read emails from FINRA; Read notices; Send to team; Send to docketing to calendar; and mail for processing.	Case Organization, Planning and Strategy	Research
05/05/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.8	\$288.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re FINRA Letter - 5/27/25 Initial Prehearing Conference (IPHC) and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
05/05/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Read email from FINRA; Download documents; Review and send to mail for processing.	Case / Document Administration	Com-Internal
05/06/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read email from FINRA; Download document and send to mail for processing.	Pleadings and Motions Re: Pleadings	Com-Internal

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/08/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB email re REMINDER to set up mediation #2	Case Organization, Planning and Strategy	Case Development
05/08/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ELB Email re REMINDER to figure out how to address lack of relevant experience of arb panel (object, motion)	Case Organization, Planning and Strategy	Case Development
05/08/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.2	\$240.00	Call with defendant re potential mediation, draft/send email to internal team re same.	Communications With Opposing Counsel	Com-OC
05/08/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.2	\$240.00	Review arbitration packet, and appointed arbitrators, analyze next steps; send email re same.	Case Organization, Planning and Strategy	Analysis
05/08/2025	Billable	Andrew Weaver (ADW)	Of Counsel / Associates	Sr. Associate	875.00	0.1	\$87.50	analysis of past mediation	Settlement	Analysis
05/08/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	No Charge	Admin
05/08/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	No Charge	Admin
05/08/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	No Charge	Admin
05/08/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.5	\$387.50	re: FINRA, FINRA panel, peremptory challenges	Misc. Research	Legal Research
05/09/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	LWDA check, update team and spreadsheet.	Case Organization, Planning and Strategy	Com-Internal
05/12/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Read email from FINRA; Download documents and send to mail for processing.	Case / Document Administration	Com-Internal

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
05/16/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read msg from ELB re opt out letter from initial hearing; Search for letter from FINRA and fwd.	Case Management Conferences	Com-Internal
05/19/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re FINRA notice - Panel L/d to submit a decision on the papers through the DR Neutral Portal or to conduct a pre-hearing conference.	Case Organization, Planning and Strategy	Case Development
05/19/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.7	\$350.00	Log on to FINRA; Download documents; Review them; Send to Admin for processing and docket for calendaring.	Case / Document Administration	Research
05/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-OC
05/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Misc
05/20/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review new docs received	Case / Document Administration	Admin
05/21/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	email to ADR	Settlement	Com-External
05/22/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Read email from CLH re ELB's availability for mediation; Send email to MXF to cross-reference; Respond to CLH's email w availability.	Case Organization, Planning and Strategy	Com-Internal
05/22/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
05/22/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
05/22/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
05/22/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
05/22/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.4	\$310.00	research into FINRA rules, process for prehearing conference	Pleadings and Motions Re: Pleadings	Legal Research
05/22/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	email to team re prep for initial prehearing conference FINRA	Pleadings and Motions Re: Pleadings	Com-Internal
05/23/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Finalize draft of NOA of CLH; Send to her for review.	Pleadings and Motions Re: Pleadings	Draft
05/23/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Finalize NOA of CLH; File and serve.	Pleadings and Motions Re: Pleadings	File
05/27/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per ARS email re FINRA Notice - Parties L/d to provide an update on case status.	Case Organization, Planning and Strategy	Case Development
05/27/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Court
05/27/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Court
06/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review update on docket	Other Motions	Com-Court
06/04/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	reviewed local rules and standing order re: ADR review statement	Misc. Research	Draft-Review
06/04/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
06/09/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re 6/9/25 [4:30PM PST] Conference call with ELB, CLH and OC-Melanie Ronen.	Case Organization, Planning and Strategy	Case Development
06/09/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	Read email from CLH re conference call; Add conference call.	Case Organization, Planning and Strategy	Com-Internal
06/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
06/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
06/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.5	\$387.50	M&C	Communications With Opposing Counsel	Com-OC
06/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	reviewed prior order	Case Organization, Planning and Strategy	DRA-REV
06/09/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.2	\$240.00	Internal discussion re second mediation.	Case Organization, Planning and Strategy	COM-FIRM
06/10/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Run PAGA search.	Case / Document Administration	Research
06/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Organization, Planning and Strategy	Com-Internal
06/11/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Draft Ntc of WD of ADW.	Pleadings and Motions Re: Pleadings	Draft
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email to mediator for potential dates	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email to mediator	Case Organization, Planning and Strategy	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent inquiry to mediator	Case Organization, Planning and Strategy	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email with updates on mediators	Settlement	Com-Internal
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
06/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	provided mediator availability to team	Settlement	Com-Internal
06/17/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
06/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.6	\$465.00	drafted ADR Reviewing Hearing statement	Other Motions	Draft-Review
06/18/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	Read email from CLH; Remove metadata from ADR filing; Send back to CLH to share with OPC.	Pleadings and Motions Re: Pleadings	Draft
06/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
06/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
06/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Internal
06/18/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Finalize Joint Statement and file with the court; Serve on OPC.	Pleadings and Motions Re: Pleadings	File
06/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
06/20/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed minute order	Other Motions	Analysis
06/20/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	updated team on minute order	Other Motions	Com-Internal
06/23/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re Court Minute Order - 10/9/25 **CLH**[9AM PST] ADR Review Hearing before Hon. McCormick in Dept. CX105 Orange County Superior Court and related 10/2 Joint ADR statement DL.	Case Organization, Planning and Strategy	Case Development
06/23/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
06/23/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Internal
06/23/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
06/23/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
06/24/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed docket updates	Case Organization, Planning and Strategy	Analysis

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
06/25/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
06/25/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
06/25/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	File and serve Ntc of WD of ADW.	Pleadings and Motions Re: Pleadings	File
06/25/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
06/26/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re 6/26/25 [12PM PST] CLH call w/OC-Melanie Ronen re Mediation.	Case Organization, Planning and Strategy	Case Development
06/26/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re INTERNAL Reminder to discuss OC's request for a revised demand.	Case Organization, Planning and Strategy	Case Development
06/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed docket updates	Other Motions	Analysis
06/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	phone call with OC Melanie Ronen	Communications With Opposing Counsel	Com-OC
06/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	shared call notes with team	Other Motions	Com-Internal
06/27/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Read msg from CLH; Draft letterhead and send to her.	Case / Document Administration	Draft-Review
06/27/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.3	\$232.50	drafted M&C letter re mediation	Communications With Opposing Counsel	Draft-Review
07/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
07/03/2025	Billable	Alma Suarez (ARS)	Paralegals / Law Clerks	Paralegal	500.00	0.5	\$250.00	File and serve Ntc. of Change of Firm Name.	Pleadings and Motions Re: Pleadings	File
07/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review docket update	Case / Document Administration	Com-Court
07/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
07/03/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.2	\$240.00	Email with defendant re mediation and next steps.	Case Organization, Planning and Strategy	Com-OC
07/07/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review docket updates	Case Organization, Planning and Strategy	Analysis
07/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	pulled relevant info from past mediation and sent to team	Settlement	Com-Internal
07/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
07/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
07/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review docket update	Case / Document Administration	COM-CRT
07/18/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	1.0	\$1,200.00	Review mediation notes, penalties analysis, confer internally re mediating PAGA.	Case Organization, Planning and Strategy	Analysis
07/21/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.6	\$1,240.00	began drafting motion for reconsideration	Other Motions	Draft-Review
07/21/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.4	\$310.00	legal research re motion for reconsideration	Other Motions	Legal Research
07/21/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.1	\$120.00	Email defendant re mediation.	Case Organization, Planning and Strategy	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
07/30/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed mediation costs and fees	Settlement	Analysis
07/31/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.8	\$1,395.00	continued drafting motion for reconsideration	Other Motions	Draft-Review
08/07/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	forwarded fees and costs	Misc. Research	Com-Internal
08/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
08/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
08/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
08/29/2025	Billable	Carolyn Cottrell (CMH)	Partners	Partner	1,350.00	0.3	\$405.00	meet with CEH to discuss settlement discussions; our next proposed bracket	Settlement	STLMNT
09/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
09/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
09/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
09/11/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
09/11/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
09/11/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
09/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Case Organization, Planning and Strategy	Com-Client

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
09/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
09/18/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
09/18/2025	Billable	Karina Garcia- Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	ELB availability	Case / Document Administration	Admin
09/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
09/23/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.4	\$144.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re 10/16/25 Mediation and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
09/26/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per RDE email re Mediation Engagement Letter.	Case Organization, Planning and Strategy	Case Development
09/26/2025	Billable	Karina Garcia- Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.7	\$350.00	JAMS fee agreement send to CHC email to JAMS confirmation email to team	Case / Document Administration	Admin
09/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
09/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
09/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
09/26/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
09/29/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per KGG email re 9/29/25 [1:30PM PST] ELB and CLH call re Next Steps via Teams:	Case Organization, Planning and Strategy	Case Development
09/29/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re JAMS Mediation Notice - 10/16/25 [9AM PST] JAMS Mediation w/Mediator- Michael Loeb via Zoom and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
09/29/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
09/29/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Organization, Planning and Strategy	Com-Internal
09/29/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
09/29/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
09/30/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re 9/30/25 [5PM PST] ELB and CLH call re Next Steps via Teams:	Case Organization, Planning and Strategy	Case Development
09/30/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per RDE email re REMINDER to resp to JAMS 9/30/25 Email re Availability for Joint Pre – Mediation Conference Call before Michael J. Loeb	Case Organization, Planning and Strategy	Case Development

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
09/30/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.8	\$960.00	Review previous mediation notes, documents, and damages analysis, confer internally re same and discovery for second mediation.	Case Organization, Planning and Strategy	Analysis
09/30/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.4	\$310.00	mediation strategy discussion	Settlement	Com-Internal
10/01/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per KGG email re P Imposed DL for D to provide updated numbers.	Case Organization, Planning and Strategy	Case Development
10/01/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re [Placeholder] [10AM PST] JAMS Joint Pre – Mediation Conference Call before Mediator Michael J. Loeb	Case Organization, Planning and Strategy	Case Development
10/01/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-Internal
10/01/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-Internal
10/01/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	drafted ADR review statement	Case Management Conferences	Draft-Review
10/01/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/01/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
10/01/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Internal
10/01/2025	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	1.5	\$750.00	ADR filing finalize file serve confirmation email mediation attendees invoice for mediation public folder search	Case / Document Administration	Admin

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/02/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per RDE email re Mediation Brief Info and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
10/02/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re JAMS confirmation re date and call info - [9AM PST] JAMS Joint Pre – Mediation Conference Call before Mediator Michael J. Loeb	Case Organization, Planning and Strategy	Case Development
10/02/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per KGG email re JAMS Invoice - L/d to pay \$10, 500.00 JAMS Mediation Retainer Fee	Case Organization, Planning and Strategy	Case Development
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review ADR review statement filing confirmation	Case Management Conferences	Com-Court
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/02/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Internal
10/02/2025	Billable	Rocio Espinoza (RDE)	Paralegals / Law Clerks	Paralegal	500.00	0.1	\$50.00	emailed team info for upcoming Joint Pre – Mediation Conference Call	Other Motions	COM-FIRM

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/03/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re Court Minute Order - [9AM PST] ADR Review Hearing before Hon. McCormick in Dept. CX105 Orange County Superior Court and related deadlines/reminders.	Case Organization, Planning and Strategy	Case Development
10/03/2025	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	1.5	\$750.00	retainer signature call to client case audit for DLs check in with CLH re mediation follow up with payables re payment	Case / Document Administration	Admin
10/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
10/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
10/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/06/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re Conf call for 10/7/25	Case Organization, Planning and Strategy	Case Development
10/06/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Internal
10/06/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Case / Document Administration	Com-Internal
10/06/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Client
10/06/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	2.2	\$2,640.00	[Fee motion work] Review background section.	Other Motions	REV-ANAL

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/07/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.8	\$960.00	Prepare for/attend pre-mediation call with mediator, draft notes re same.	Case Organization, Planning and Strategy	P&P
10/07/2025	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Call from client check in with CLH email reminder to sign confidentiality K	Case / Document Administration	Admin
10/07/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.2	\$930.00	revised and edited mediation brief	Settlement	Draft-Review
10/07/2025	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.3	\$150.00	Mediation Confidentiality Agreement	Case / Document Administration	Admin
10/08/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/08/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re zoom info - Mediation 10/16/25	Case Organization, Planning and Strategy	Case Development
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.4	\$1,085.00	worked on executive damages analysis	Settlement	Analysis
10/09/2025	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	2.4	\$1,200.00	PAGA notice date investigation FU with CHC Check in with team re mediation brief meidation bried finalzie	Case / Document Administration	Admin
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Case / Document Administration	Com-Internal
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Internal

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.8	\$620.00	continued revising damages analysis	Settlement	Analysis
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	called client	Settlement	Com-Client
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent team notes from client call	Settlement	Com-Internal
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.8	\$620.00	pre-mediation strategy session	Settlement	Com-Internal
10/09/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	1.3	\$1,560.00	Review/revise mediation brief, confer internally re finalizing same, review previous mediation analysis, confer with CLH re penalties and individual damages.	Case Organization, Planning and Strategy	Analysis
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.4	\$310.00	talked to client	Settlement	Com-Client
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/09/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/10/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.0	\$0.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per KGG email re CLH/ELB Call w/Client-Sarah re Class/Individual Claims	Case Organization, Planning and Strategy	Case Development

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/10/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email re October 16, 2025, at 9:00 AM PT, for your mediation with Michael J. Loeb, Esq.	Case Organization, Planning and Strategy	Case Development
10/10/2025	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Mailing request for Mediation Brief	Case / Document Administration	Admin
10/10/2025	Billable	Maria Alvarez (MTA)	Paralegals / Law Clerks	Legal Assistant	385.00	0.3	\$115.50	Mail mediation brief	Case / Document Administration	Admin
10/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.8	\$1,395.00	drafted cheat sheet / internal summary for mediation	Settlement	Draft-Review
10/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/14/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.2	\$72.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per KGG email re [9AM PST] JAMS Mediation w/Mediator-Michael Loeb via Zoom. Your Moderator: VADR West	Case Organization, Planning and Strategy	Case Development
10/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.2	\$930.00	finalized individual and PAGA damages calculations	Pleadings and Motions Re: Pleadings	DRA-REV
10/14/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.4	\$480.00	Confer internally, wait for call with client.	Case Organization, Planning and Strategy	Com-Misc
10/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.0	\$0.00	review email	Settlement	Com-External
10/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	discussed client's individual damages calculations before client call	Case Organization, Planning and Strategy	Com-Internal
10/14/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/14/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.6	\$720.00	Prepare for/call with client re mediation.	Settlement	Com-Client
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Organization, Planning and Strategy	Com-Client
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Case Organization, Planning and Strategy	Com-Client
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
10/15/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.5	\$600.00	Prepare for/call with client re mediation.	Case Organization, Planning and Strategy	Com-Client
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.4	\$310.00	pre-mediation call with client	Settlement	Com-Client
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	emailed team summary of client call	Settlement	Com-Internal
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	called witness client gave us	Class Outreach and Contact	Com-External
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
10/15/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	1.2	\$1,440.00	Call re mediation, prepare re mediation.	Case Organization, Planning and Strategy	COM-FIRM
10/15/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.8	\$1,395.00	drafted final mediation prep materials- cheat sheet, damages calculations	Settlement	Draft-Review

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/16/2025	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CHC email re INTERNAL DL to respond to mediator's proposal by 5PM.	Case Organization, Planning and Strategy	Case Development
10/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.4	\$310.00	post-mediation call with client	Settlement	Com-Client
10/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Client
10/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Client
10/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent team summary of client call	Settlement	Com-Internal
10/16/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	6.0	\$4,650.00	attended mediation with Michael Loeb	Settlement	Mediation
10/16/2025	Billable	Carolyn Cottrell (CMH)	Partners	Partner	1,350.00	6.4	\$8,640.00	attend mediation with Michael Loeb	Settlement	Mediation
10/16/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	7.5	\$9,000.00	Prepare for/attend mediation, confer internally and with client re same.	Case Organization, Planning and Strategy	Analysis
10/20/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/20/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Internal
10/20/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Internal
10/20/2025	Billable	Carolyn Cottrell (CMH)	Partners	Partner	1,350.00	0.4	\$540.00	call to mediator-lm; returned call from mediator re D's settlement position; f/u call with ELB re same	Settlement	STLMNT
10/21/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.2	\$240.00	Internal call re strategy.	Case Organization, Planning and Strategy	COM-FIRM
10/23/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
10/23/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
11/03/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	post-mediation negotiations discussion	Case Organization, Planning and Strategy	Com-Internal
11/03/2025	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.3	\$360.00	Internal call re mediation, post-mediation negotiations, next offer.	Case Organization, Planning and Strategy	COM-FIRM
11/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	call with client	Case Organization, Planning and Strategy	Com-Client
11/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Organization, Planning and Strategy	Com-Internal
11/10/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Organization, Planning and Strategy	Com-Internal
11/21/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.2	\$155.00	discussed counter offer and proposal	Case Organization, Planning and Strategy	Com-Internal
12/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.6	\$465.00	revised MOU	Settlement	Draft-Review
12/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Organization, Planning and Strategy	Com-Internal
12/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Case Organization, Planning and Strategy	Com-Internal
12/19/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC
12/29/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.3	\$232.50	revised MOU	Settlement	Draft-Review
12/29/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Communications With Opposing Counsel	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
12/31/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-OC
12/31/2025	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Internal
01/05/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
01/07/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-OC
01/07/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Internal
01/07/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	talked to client	Settlement	Com-Client
01/08/2026	Billable	Karina Garcia- Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Call to client SA to client ELB signature Email to CLH	Case / Document Administration	Admin
01/08/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Client
01/08/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-Client
01/09/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.3	\$232.50	drafted ADR review statement	Case Management Conferences	Draft-Review
01/09/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
01/09/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Communications With Opposing Counsel	Com-OC
01/12/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Case / Document Administration	Com-OC
01/12/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-OC
01/12/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed ADR review statement edits	Case / Document Administration	Draft-Review
01/12/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	finalized ADR review statement	Case / Document Administration	Draft-Review

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
01/13/2026	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Joint ADR filing	Case / Document Administration	Admin
01/13/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Management Conferences	Com-OC
01/13/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Management Conferences	Com-Internal
01/14/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	reviewed minute order	Case Management Conferences	Analysis
01/14/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
01/14/2026	Billable	Krissia Morrison (KLM)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Input ADR Review hearing and internal DL's	Case Organization, Planning and Strategy	CASE DEV
01/16/2026	Billable	Sarah Supple (SQP)	Paralegals / Law Clerks	Case Manager	550.00	0.1	\$55.00	Calendaring deadlines and related reminders in our case management platfrom re: checking ADR Review Hrng	Case Organization, Planning and Strategy	Plan&Prepare
01/16/2026	Billable	Krissia Morrison (KLM)	Paralegals / Law Clerks	Docketing Specialist	360.00	1.0	\$360.00	Case updates/Training with SQP, re: Minute Order.	Case Organization, Planning and Strategy	Case Development
01/20/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-OC
01/27/2026	Billable	Kellie Hopkins (KKH)	Paralegals / Law Clerks	Legal Assistant	385.00	0.6	\$231.00	PAGA search for related actions. Update PAGA tracking chart.	Misc. Research	Research
01/29/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.5	\$1,162.50	reviewed and redlined proposed SA	Settlement	Draft-Review
02/17/2026	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.8	\$960.00	Review settlement agreement, provide edits/comments.	Settlement	Analysis
03/02/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.8	\$620.00	drafted PAGA settlement notice	Settlement	Draft-Review
03/02/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
03/02/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
03/03/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.7	\$542.50	redlined settlement agreement	Settlement	DRA-REV
03/03/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
03/03/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External
03/03/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-External
03/04/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Class Outreach and Contact	Com-External
03/04/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
03/04/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-OC
03/13/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.5	\$387.50	reviewed class notice revisions, redlined. reviewed individual damages calculations, sent summary	Settlement	DRA-REV
03/16/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-CoCounsel
03/16/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-CoCounsel
03/21/2026	Billable	Esther Bylsma (ELB)	Partners	Partner	1,200.00	0.4	\$480.00	Review settlement agreement, settlement notice, provide edits and comments.	Settlement	DRA-REV
03/24/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.5	\$387.50	revised class notice redlines	Settlement	Draft-Review
03/24/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
03/30/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	0.5	\$275.00	Organizing document productions - Indexing	Case Organization, Planning and Strategy	Case Development
04/01/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-External

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
04/09/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Indexing Project	Case Organization, Planning and Strategy	Case Development
04/09/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Indexing Project	Case Organization, Planning and Strategy	Case Development
04/09/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Indexing Project	Case Organization, Planning and Strategy	Case Development
04/10/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Indexing Project	Case Organization, Planning and Strategy	Case Development
04/10/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Indexing Project	Case Organization, Planning and Strategy	Case Development
04/10/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Document Production Indexing	Case Organization, Planning and Strategy	Case Development
04/10/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Document Production Indexing	Case Organization, Planning and Strategy	Case Development
04/10/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.0	\$550.00	Document Production Indexing	Case Organization, Planning and Strategy	Case Development
04/10/2026	Billable	Karina Garcia-Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.2	\$100.00	Draft ADR review doc	Case / Document Administration	Analysis
04/13/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
04/13/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	revised joint ADR statement	Case Management Conferences	Com-OC
04/15/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.3	\$232.50	revised final drafts of longform settlement agreement and class notice	Settlement	Draft-Review
04/15/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	revised ADR review statement	Case Management Conferences	Draft-Review
04/15/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Settlement	Com-OC

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
04/15/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
04/15/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-Internal
04/16/2026	Billable	Michael Garcia (MEG)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.1	\$36.00	Reviewing, adding and verifying deadlines into the firm's case management platform, per CLH email Call with Client - 4/16/26 [12PM PST] CLH call w/Client- Sarah Deatherage re review Settlement Agreement via Teams.	Case Organization, Planning and Strategy	Case Development
04/16/2026	Billable	Karina Garcia- Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	3.5	\$1,750.00	SA for client signature ADR Review finalize file serve confirmation email Prelim Approval Motion shells	Case / Document Administration	Admin
04/16/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.5	\$387.50	reviewed settlement agreement with client	Settlement	Com-Client
04/17/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	sent email	Settlement	Com-OC
04/17/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case Management Conferences	Com-OC
04/17/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review minute order	Case Management Conferences	COM -CRT
04/20/2026	Billable	Rikki Burke (RCB)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.5	\$180.00	Input cont'd ADR Review Hearing and related deadlines per CLH's 4/17/26 Email	Case Organization, Planning and Strategy	Plan&Prepare
04/22/2026	Billable	Dalibor Maksimovic (DXM)	Paralegals / Law Clerks	Paralegal	550.00	1.1	\$605.00	Indexing Project	Case Organization, Planning and Strategy	Case Development
04/28/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	1.7	\$1,317.50	began drafting motion for approval, including ELB dec	Other Motions	DRA-REV
04/29/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	2.7	\$2,092.50	drafted PAGA approval docs- MPA, CHC dec, client dec, PO, notice	Other Motions	MTN-OTH

DATE	Billable/ Non-Billable	TIMEKEEPER	CLASSIFIC ATION	TITLE	HOURLY RATE (\$)	HOURS	AMOUNT	DESCRIPTION	PROJECT	ACTIVITY CODE
04/29/2026	Billable	Rikki Burke (RCB)	Paralegals / Law Clerks	Docketing Specialist	360.00	0.3	\$108.00	Review 4/20/26 SAR and input DL to file Motion for PAGA Settlement per CLH's 4/29/26 Email	Case Organization, Planning and Strategy	Plan&Prepare
04/30/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Other Motions	Com-Client
05/05/2026	Billable	Karina Garcia- Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	deatherage primlin dec ISO	Case / Document Administration	Admin
05/05/2026	Billable	Karina Garcia- Guillen (KGG)	Paralegals / Law Clerks	Paralegal	500.00	0.4	\$200.00	Dec ISO of Prelim Approval Order	Case / Document Administration	Admin
05/07/2026	Billable	Caroline Hill (CLH)	Of Counsel / Associates	Associate	775.00	0.1	\$77.50	review email	Case / Document Administration	Com-Internal
Total:						266.60	\$219225.50			