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Attorneys for Plaintiff KELSIE KAY CORAY, on behalf of herself and others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF EL DORADO

ERIC WEXELMAN, as an individual and on
behalf of all similarly situated employees,

Plaintiff,

vs.

J.S. WEST MILLING COMPANY; and DOES
1-50, inclusive,

Defendants.

KELSIE KAY CORAY, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

J. S. WEST MILLING COMPANY dba J.S.
WEST MILLING CO, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV1510

Assigned for All Purposes To:

Hon. Hana Balfour

Department: 9

**DECLARATION OF KATHERINE J.
ODENBREIT IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AGREEMENT**

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Memorandum of Points and
Authorities; Declarations of Enoch J. Kim and
Jodey Lawrence; and [Proposed] Order]*

Hearing Date:

Time: 8:30 a.m.

Department: 9

Wexelman v. J.S. West Milling Company:

Case No: 23CV1510

Original Complaint Filed: September 6, 2023

First Amended Complaint Filed: November 15, 2023

Second Amended Complaint Filed: November 10,
2025

Coray v. J.S. West Milling Company:

Case No: CV-24-000348

Original Complaint filed: January 11, 2024

First Amended Complaint filed: March 18, 2024

1 Kevin Mahoney (SBN: 235367)

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5 **MAHONEY LAW GROUP, APC**

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10 Attorneys for Plaintiff ERIC WEXELMAN,

11 as an individual and on behalf of all similarly situated employees

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1. I am an attorney duly licensed in the State of California and authorized to practice before this Court and attorney at the law firm Mahoney Law Group, APC. The contents of this declaration are based on my personal knowledge and I would and could competently testify thereto if called to testify.

BACKGROUND

4. On November 15, 2023, Wexelman filed a First Amended Complaint to include a representative PAGA claim. (“Wexelman Complaint”).

6. On January 11, 2024, Plaintiff Kelsie Kae Coray (“Coray”) submitted notice to the

1 LWDA of alleged violations of PAGA. On January 11, 2024, Coray filed a class action complaint
2 in the Stanislaus Superior Court, Case No. CV-24-000348 on behalf of herself and all non-exempt
3 employees who worked for Defendant in California during the four years preceding the filing of
4 the action alleging: (1) failure to pay minimum wages; (2) failure to pay wages and overtime
5 under Labor Code § 510; (3) meal-period liability under Labor Code § 226.7; (4) rest period
6 liability under Labor Code § 226.7; (5) Reimbursement of Necessary Expenditures under Labor
7 Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to Keep Required Payroll Records
8 under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Failure to
9 Pay Proper Vacation Wages under Labor Code § 227.3; (10) Failure to Pay Proper Sick Pay
10 Under Labor Code §§ 245 et seq. and 246; and (11) Violation of Business & Professions Code §
11 17200 et seq. (“Coray Action”).

12 On March 18, 2024, Coray filed a First Amended Complaint including a PAGA
13 representative cause of action. (“Coray Complaint”). On August 20, 2024, the Court in the Coray
14 Action granted Defendant’s motion to compel arbitration and ordered Coray’s individual claims
15 to arbitration and stayed the representative PAGA claims.

16 7. On March 10, 2025, the Parties participated in private mediation with mediator
17 Jason Marsili whereby a consolidated settlement was reached for the Representative PAGA
18 Claims in both the Wexelman and the Coray Actions. The Parties also resolved the individual
19 claims of Plaintiff Wexelman and Plaintiff Coray.

20 8. As part of the Settlement the Parties agreed to consolidate the Wexelman and
21 Coray actions in the El Dorado Superior Court for approval of the PAGA settlement. On
22 November 5, 2025 the Court signed an Order lifting the stay of the case and authorizing the filing
23 of a Second Amended Complaint. On November 10, 2025, Plaintiffs filed a Second Amended
24 Complaint incorporating the claims and allegations in both the Wexelman and Coray actions.

25 9. In advance of mediation, the Parties informally exchanged information in order to
26 enable them to thoroughly evaluate the case and any potential settlement. Mahoney Law Group,
27 APC and D Law, Inc. agreed to work together to further the interests of the Aggrieved Employees
28 and the State. Plaintiffs engaged an expert to assist in evaluating and analyzing the data provided

1 by Defendants. After a full day of mediation and extensive discussions about the potential issues
2 in the case, the Parties reached a settlement for the PAGA claims on behalf of approximately 478
3 aggrieved employees.

4 **EXPERIENCE OF COUNSEL**

5
6 10. In 2003, I began working as an associate attorney with the law firm Spiro, Moss,
7 Barness, Harrison & Barge LLP (“Spiro Moss”) in Los Angeles, California. At the time I was
8 there, the firm had 8-10 attorneys, and primarily represented plaintiffs in employment wage and
9 hour and consumer class actions and FLSA collective actions. In late 2006, Spiro Moss’ partner,
10 Rene Barge, left to open her own firm, Class Action Litigation Group (“CALG”). I became the
11 director of litigation for CALG in January 2007. CALG’s practice was dedicated to representing
12 plaintiffs in state and federal wage and hour and collective action matters. As the director of
13 litigation, I was responsible for the oversight of litigation in all cases, including supervision of
attorneys and staff, case management, and making key court appearances.

14 11. In 2011, I became the administrative partner of the law firm of Barge, Petersen &
15 Odenbreit LLP in Irvine, California. Barge, Petersen & Odenbreit was a boutique firm whose
16 practice was dedicated to representing employees and peace officers in wage and hour and
17 collective actions. The firm represented over 2,500 Los Angeles Police Department officers in
18 complicated wage claims in the California Central District Court and the California Southern
19 District Court. Barge, Petersen & Odenbreit was also appointed lead or co-lead counsel on
20 numerous state and federal wage and hour class actions.

21 12. In January 2012, I was selected to assist in the creation of a class action program
22 for the law firm of Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc. (“Hunt Ortmann”)
23 in Pasadena, California. The Class Action/PAGA Program of Hunt Ortmann had 6 lawyers, all
24 with complex litigation experience. Two of the attorneys, including myself, had more than 15
25 years of experience litigating class action matters. The Class Action Program handled both
consumer and wage and hour class actions.

26 13. In November 2013, I worked as a solo practitioner primarily on wage and hour
27 and consumer class actions. In November 2015, I joined Mahoney Law Group, APC. I am now
28

1 a Supervising Attorney for Mahoney Law Group, APC overseeing the litigation of
2 approximately 50 class action matters in both state and federal courts. I mentor younger
3 attorneys in class action practice, which also involves PAGA claims, wage and hour and
4 consumer matters.

5 14. I have been an attorney for nearly 27 years and have exclusively dedicated my
6 practice to litigating class action matters for the past 20 years. I, along with the firms with which
7 I have been associated, have been appointed certified class counsel for representative plaintiffs
8 in over 200 class actions/collective actions and PAGA representative actions involving
9 hundreds of thousands of employees.

10 15. The following is a small sample of those matters: *Aguilar v. CKE* (Carl's Jr.),
11 Los Angeles Superior Court Case No. BC623041-Class Counsel on behalf of over 31,000
12 restaurant employees; *Perez v. DirecTV*, USDC Central District of California Case No. 8:16-
13 CV-01440-JLS-DFM, Class Counsel on behalf of over 16,000 consumer businesses; *Dibel v.*
14 *Jenny Craig*, USDC Southern District of California, 06CV2533 JLS (AJB) (FLSA Conditional
15 Certification); *Levine, et al. v. 24 Hour Fitness*, USDC Southern District of California,
16 02CC00386 and *Boyce v. 24 Hour Fitness*, USDC Southern District of California, 03CV2140
17 BEN (BLM) (FLSA Conditional Certification/Rule 23 Class Certification-over 40,000 class
18 members); *Harris v. Liberty Mutual Ins. Co.*, JCCP 4234; California Supreme Court Case No.
19 S156555; *Salvador v. PLS Financial Services*, USDC Central District of California;
20 07CV00882 AHM (CWx); *Lockhart v. County of Los Angeles*, USDC Central District of
21 California, 07CV1680 ABV (CWx); *Oberschlake v. St. Joseph's Hospital*, Orange County
22 Superior Court-Complex Division, 04CC00301; *Solley v. Pier 1 Imports*, JCCP 4373; *Chapman*
23 *v. Intel Corp.*, Santa Clara Superior Court, 107CV082329; *Holman et al. v. Downey Savings &*
24 *Loan*, Los Angeles County Superior Court Case No. BC323796; *Czuchaj v. Conair*
25 *Corporation*, USDC Southern District of California, 13CV01901-BEN-RBB [certification
26 granted November 12, 2015]; *Flores v. Cambrian Home Care* Los Angeles County Superior
27 Court Case No. BC544612; *Mays v. Children's Hospital of Los Angeles* Los Angeles County
28 Superior Court Case No. BC477830; *Levanoff v. SoCal Wings, LLC*, et al. Orange County
Superior Court Case No. 30-2011-00511808; *Faulkinbury v. Boyd & Associates* Orange County

1 Superior Court Case No. 05CC00107.

2 16. I and my firms have also been active in establishing precedence in the class
3 action arena, including filing an amicus brief on behalf of the California Employment Lawyers
4 Association in one of the landmark wage and hour class action cases, *Sav-On Drug Stores v.*
5 *Superior Court*, 34 Cal.4th 319 (2004). I was also lead counsel on the matter of *Brennan v. U.S.*
6 *TelePacific*, Orange County Superior Court, 30-2010-00422317; Fourth Appellate District,
7 Division 3, Case No. G046225. This matter was a consumer class action where we successfully
8 argued on appeal to uphold the lower court's ruling denying the defendant's motion to compel
9 arbitration pursuant to the *AT&T v. Concepcion* U.S. Supreme Court decision. I was also lead
10 counsel on the matter of *Faulkinbury v. Boyd & Associates* (2010) 112 Cal.Rptr.3d 72, for
11 which I filed a successful Petition for Review in the California Supreme Court seeking to
12 overturn a denial of class certification. The case was later remanded to the Superior Court with
13 instructions to certify the class. (See *Faulkinbury v. Boyd & Assoc.* (Boyd II) (2013) 216
14 Cal.App.4th 220.)

15 17. I also was lead counsel in a PAGA bench trial in 2018-2019 in the Orange
16 County Superior Court in the matter of *Levanoff, et al. v. SoCal Wings, et al.*, Case No. 30-
17 2011-00511808-CU-OE-CXC. Following an appeal, I worked cooperatively with the California
18 Department of Industrial Relations attorneys to successfully oppose the employers' motion for
19 costs of litigation against the PAGA representatives and the State.

20 18. I served as the Chair of the Federal Practice sub-committee of the California
21 Employment Lawyers Association ("CELA") from 2010 to 2012. I was an active member of the
22 CELA Wage and Hour Committee from approximately 2011-2017. I have been invited to be a
23 guest speaker at many class action seminars, including those sponsored by Bridgeport, the
24 California Lawyers Association, Orange County Bar Association-Labor and Employment
25 Section and the Federal Bar Association.

26 19. Attorney Kevin Mahoney received his Juris Doctorate from Howard University
27 School of Law in 2002. He worked as an associate at Rose, Klein & Marias from 2005 until his
28 resignation in August of 2009.

20. In August of 2009, Mr. Mahony voluntarily resigned from Rose, Klein & Marias

1 and co-founded Mahoney, Perry & Burrows, in Long Beach, California. The firm (now
2 Mahoney Law Group, APC) currently serves as lead counsel and/or co-counsel in numerous
3 wage and hour class action litigation in the Los Angeles Superior Court, Orange County
4 Superior Court, United States District Court for the Central District of California and United
5 States District Court for the Eastern District of Illinois. Some examples of cases where I served
6 as lead and/or co-counsel include: *Denise Mays v Children's Hospital of Los Angeles*, Case No.
7 BC477830; *Romo v Durham*, Case No. 2:16-cv-05158-R-SS; *Valerie Brooks v Life Care*
8 *Centers of America, Inc. et al.*, Case No. SACV 12-00659-CJC(RNBx); *Harvey Holt, et al. v.*
9 *Parsec, Inc.*, Case No. CV-9540-VBF; *Pulido v Front Porch Communities*, Case No.
10 BC607175; *Curiel v Glendora Grand, Inc.*, Case No. BC618831, *Branch v PM Realty Group,*
11 *LP*, Case No. BC575759; *Dorothy Berry v. Brierwood Terrace Convalescent Hospital, et al.*,
12 Case No. BC437781; *Dante Booker v The Goodyear Tire and Rubber Company*, Case No.
13 BC498399; *Fajardo v Para Los Ninos*, Case No. BC618609; *Manuel Diaz v Excel Sheet Metal,*
14 *Inc.*, Case No. BC504033; *Florez v Galaxy Investments, LTD*, Case No. 30-2015-00814157-
15 CU-OE-CXC; *Fernando Albiar et al. v. Spectrum Athletics-Canoga Park, et al.* Case No.
16 BC413860; *Gerardo Ortega, et al. v. CR & R Inc.*, Case No. BC414434; *William Davis v*
17 *Pacific Hospital of Long Beach, et al.*, Case No. BC488542; *Kurt Casadine v Maxim*
18 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx); *Deborah Cabanillas v*
19 *Lakewood Park Manor Healthcare, Inc. et al.*, Case No. BC443859; *Daniel Branch v. Indiana*
20 *Plumbing Supply, Co. Inc. et al.*, Case No. BC425627; *Butch Calvo v. Providence Health*
21 *Systems-Southern California, et al.*, Case No. BC419843; *John De La Torre Cri-Help, Inc.*,
22 Case No. BC508430; *Esmerelda Fernandez, et al v Teva Parenteral Medicines, Inc.*, Case No.
23 30-2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College Health Enterprise, et al.*, Case
24 No. BC406481; *Audi Velazquez v. New Vista Health Services, Inc.*, Case No. BC 424797; *Rick*
25 *Wilcox, et al. v. Presbyterian Intercommunity Hospital, et al.*, Case No. BC 424796; *Gardner v.*
26 *Longwood Management Corp.*, Case Nos. BC377127; and *Davis v. Vital Care, Inc.*, Case No.
27 BC385484; *Raenan Guadez, et al v Sega Gameworks, LLC*, Case No. CIVRS1105099; *Erica*
28 *Teyuca v Pacific Alliance Medical Center, Inc.*, Case No. BC459422; *Yessenia Martinez v*
Fresh & Easy Neighborhood Market, Inc., Case No. CIVRS1104607; and *Maria Zimmerman v*

1 *Quality Children's Services*, Case No. BC472001.

2 21. Neither myself nor Mr. Mahoney have never faced any disciplinary action or
3 received any sanction for misconduct or an ethical violation.

4 22. Mr. Mahoney nor I have no conflicts of interest with the aggrieved employees or
5 with the PAGA representative. Neither Mr. Mahoney nor I are related to the representative
6 Plaintiff.

7 23. Neither Mr. Mahomey nor I have any financial interest in the proposed settlement
8 administrator, Phoenix Class Action Administration.

9 24. This case involves employees who are involved in the manufacturing industry. The
10 claims at issue rely heavily on the testimony of the employees to estimate and establish time
11 worked off-the-clock and expert testimony in order to prove each PAGA violation. Since PAGA
12 claims are brought on behalf of the State, these employees cannot bring their claims individually.
13 PAGA includes a provision awarding attorneys' fees and costs in furtherance of its purpose to
14 supplement its enforcement of California labor laws and protect California employees to insure it
15 is represented by experienced counsel. In my experience, this is the type of case and the type of
16 workers the PAGA statute was designed to protect.

17 **MAHONEY LAW GROUP, APC LODESTAR**

18 25. Although a percentage of the common fund fee award is properly based on the
19 Gross Settlement Amount of \$355,000.00, a court can use the Lodestar method to cross-check this
20 amount in determining the request is reasonable. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1
21 Cal.5th 480.

22 26. Under either theory of awarding fees, the case that should govern the court's
23 decision is *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19. *Lealao* stands for the
24 proposition that court-awarded attorneys' fees should approximate what counsel could get on the
25 free market for the same services. (*Id.* at 50.) Specifically, *Lealao* holds that if the Court sets
26 fees under a lodestar, the multiplier should consider what counsel would have earned on the free
27 market. The free market is determined by the percentage of the common fund, not the lodestar
28 amount. (*Id.*) Accordingly, whatever method the Court uses to set fees, the Court should look to

1 what the free market would bear under any circumstances. Even if the Court awards fees under
2 the lodestar method, under *Lealao* the lodestar fees should be adjusted by a multiplier to reflect
3 the percentage of the fund. (*Id.* at 19 and 50.)

4 27. There was a significant amount of work performed by Plaintiffs' counsel. Not less
5 than 97.24 hours (not including the additional hours estimated to be expended on the case
6 regarding the resolution of disputes and payments to the Aggrieved Employees and state) have
7 been expended by Mahoney Law Group, APC on this case for a total lodestar of \$82,655.00. It is
8 anticipated that an additional 7-8 hours of work will be required to finalize this matter including
9 time spent preparing for the approval hearing, following up with the Settlement Administrator to
10 facilitate the settlement payments and responding to aggrieved employee inquiries. Attached
11 hereto as **Exhibit B** is a true and correct copy of Mahoney Law Group, APC's contemporaneous
12 billing records for this matter. Mahoney Law Group's policy is for attorneys to track time in the
13 case management timekeeping feature as the work is being performed. Mahoney Law Group does
14 not permit block billing. The billing records do not include time spent working on this case by
15 paralegal employees, although it is permitting to include that time for purposes of seeking
16 attorneys' fees.

17 28. Mahoney Law Group, APC has extensively litigated wage and hour class action
18 lawsuits in federal and state courts. The rates utilized by Class Counsel are reasonable in light of
19 the rates charged by other counsel in the class action community. Mahoney Law Group, APC
20 typically works on a contingency basis, only recovering fees if successful in the action. This is
21 the agreement Mahoney Law Group, APC has with Plaintiffs in this matter, providing for a
22 contingency fee of 33.33%-40%. A reasonable hourly rate is the prevailing rate charged by
23 attorneys of similar skill and experience in the relevant community. (*PLCM Group, Inc. v.*
24 *Drexler* (2000) 22 Cal.4th 1084, 1095.) The court may also consider other factors when
25 determining a reasonable hourly rate, e.g., the attorney's skill and experience, the nature of the
26 work performed, the relevant area of expertise and the attorney's customary billing rates.
27 (*Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 632.) One difficulty in
28 determining the hourly rate of attorneys of similar skill and experience in the relevant community

1 is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few, if
2 any, consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus
3 retainer agreements in such cases are based on a contingency fee relationship. Therefore, there is
4 no customary billing rate, but the nature of class action work should be strongly considered by the
5 court.

6 29. My rate and that of the firm principal, Mr. Mahoney, of eight hundred fifty dollars
7 (\$850.00) per hour has been approved in similar type lawsuits in state and federal courts.
8 Associate attorneys of Mahoney Law Group, APC with less than 5 years of experience have been
9 approved in similar type lawsuits in class action matters at a rate of four hundred fifty dollars
10 (\$400.00-450.00) per hour. I have been litigating PAGA matters since approximately 2010. While
11 there are many firms that litigate class action and PAGA matters, in my experience, there are only
12 a small percentage of those firms that have focused their practice in this area for over 22 years as I
13 have. This experience further justifies an hourly rate that may be higher than some class action
14 attorneys although I do know of attorneys whose rates exceeding \$1,000 per hour that have been
15 approved.

16 30. Mahoney Law Group has spent \$14,259.72 litigating this matter. Attached hereto
17 as **Exhibit C** is true and correct lists of the costs spent litigating this matter which are maintained
18 for each case by the firm's Accounting Department. These expenses include, but are not limited
19 to, filing fees, service fees, mediator fees and expert analysis fees all of which were reasonable
20 and necessary for the litigation of this matter.

21 31. PAGA requires the Court to evaluate whether the penalties procured in a
22 settlement are at least as effective as the protections or remedies provided by state and federal
23 laws and in furtherance of the interests protected which is to deter Labor Code violations and
24 protect employees. (Labor Code §2699.3(b)(4); *Caliber v. Bodyworks, Inc. v. Superior Court*
25 (2005) 134 Cal.App.4th 365, 370; *Kim v. Reins Int'l Calif., Inc.* (2020) 9 Cal.5th 73, 83.) Further,
26 PAGA provides the court with broad discretion to reduce and award less than the maximum
27 penalties "based on the circumstances of the particular case, finding to do otherwise would result
28 in an award that is unjust, arbitrary, oppressive or confiscatory." (Lab. Code §2699(e)(2).)

1 Plaintiffs must recognize the reality that courts have broad discretion to reduce the amount of civil
2 penalties proven and frequently do. (*Aguirre v. Genesis Logistics* USDC Case No. SACV-12-
3 00691-JVS (ANx), 2013 WL 10936035 *3 (C.D.Cal., Dec. 30, 2013.)

4 32. In my opinion, based on my experience, this settlement is fair and reasonable as
5 to the State of California and the Aggrieved Employees and it furthers the interests for which
6 the PAGA statute was enacted.

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

9 Executed this 12th day of February, 2026 at Sun City, Arizona.

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11
12 

13
14 _____
Katherine J. Odenbreit

EXHIBIT A



Laura Theriault, Esq.
562.590.5550 Phone
562.590.8400 Facsimile
ltheriault@mahoney-law.net

September 5, 2023

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3515

Return Receipt Requested

J.S. West Milling Company
501 9th Street
Modesto, CA 95354

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3522

Return Receipt Requested

Amanda Silva – Agent for Service of Process
501 9th Street
Modesto, CA 95354

Re: Eric Wexelman v. J.S. West Milling Company

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION
2698 ET SEQ.**

To: Labor and Workforce Development Agency; J.S. West Milling Company

From: Eric Wexelman, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Eric Wexelman ("Mr. Wexelman"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies

J.S. West Milling Company ("J.S. West" or "Employer") is a California corporation. Mr. Wexelman began working for J.S. West on or about February 8, 2022 until on or about September 7, 2022.

Mr. Wexelman alleges that J.S. West violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 by:

- a) failing to pay Mr. Wexelman and aggrieved employees all wages owed, including overtime wages,
- b) failing to provide Mr. Wexelman and aggrieved employees with compliant meal periods or premium compensation in lieu thereof,
- c) failing to provide Mr. Wexelman and aggrieved employees with rest periods or premium compensation in lieu thereof,
- d) failing to provide Mr. Wexelman and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records,
- e) failing to reimburse Mr. Wexelman and aggrieved employees for necessary business expenditures, and
- f) failing to pay all wages earned and owed upon termination or separation of employment.

Mr. Wexelman and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for J.S. West in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Wexelman and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “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.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours 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.”

Employer failed to compensate Mr. Wexelman and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Employer required Mr. Wexelman and aggrieved employees to arrive to work early and perform preparatory work for approximately thirty minutes before clocking in for their shift. Specifically, before clocking in for the day, Mr. Wexelman and aggrieved employees were required to prepare for their workday by entering the addresses for all the stops on their route into MapQuest to get the order of their route. Mr. Wexelman and aggrieved employees could not perform this task after clocking in because it would delay their arrival at certain stops and/or cause them to miss stops which would result in disciplinary action from Employer.

Similarly, Mr. Wexelman and aggrieved employees were required to perform an approximate thirty minutes of additional work after clocking out at the end of their shift. Specifically, as they were clocking out each day, Mr. Wexelman and aggrieved employees received their schedule for the following day and were required to call some of the customers on the next day’s schedule to schedule and/or confirm delivery times. Mr. Wexelman and aggrieved employees were not permitted to make these work-related calls before clocking out as Employer

was adamant that Mr. Wexelman and aggrieved employees not record any overtime hours, regardless of the volume of their workload.

Accordingly, since Mr. Wexelman and aggrieved employees were not paid at all for the time they spent working prior to the start of their shift, or after the conclusion of their shift, Employer failed to compensate them at the applicable overtime wage rate. Mr. Wexelman and aggrieved employees regularly worked eight (8) hour shifts each day. Thus, the additional unpaid one (1) hour of work is compensable at the overtime rate for days in which Mr. Wexelman and aggrieved employees already worked eight (8) hours.

Employer's failure to pay Mr. Wexelman and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above, is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Mr. Wexelman and aggrieved employees with compliant meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Mr. Wexelman and aggrieved employees were instructed by Employer to take a thirty-minute paid meal period every day and were further instructed by Employer that they were required to remain within fifty (50) feet of their work truck during their meal period. Thus, Mr. Wexelman and aggrieved employees were not relieved of all duties during their meal period and were not compensated with premium pay as required by law.

Notwithstanding Employer's instructions regarding meal periods, Mr. Wexelman and aggrieved employees were unable to take meal periods due the workload and demands of Employer. Mr. Wexelman and aggrieved employees were assigned a delivery route every day and, if they failed to complete enough stops on the route, they were subject to verbal and/or written disciplinary warnings from Employer. At the end of their shift, Mr. Wexelman and aggrieved employees were required to sign an attestation that they took their meal period and, if they did not sign, they were unable to clock out for the day.

When Mr. Wexelman and aggrieved employees were not provided with compliant meal periods, they were not compensated with one hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Wexelman and aggrieved employees with compliant rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four (4) hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of Employer, Mr. Wexelman and aggrieved employees were precluded from taking rest periods. Mr. Wexelman and aggrieved employees were assigned a delivery route every day and, if they failed to complete enough stops on the route, they were subject to verbal and/or written disciplinary warnings from Employer. In order to comply with Employer's requirements, Mr. Wexelman and aggrieved employees were forced to forego their rest periods altogether. Moreover, Employer never informed Mr. Wexelman and aggrieved employees that they were entitled to a ten-minute rest period for every four (4) hours, or major fraction thereof, worked and Employer therefore failed to authorize and/or permit Mr. Wexelman and aggrieved employees to take the rest periods to which they were entitled under the law.

Further, Employer failed to compensate Mr. Wexelman and aggrieved employees with one (1) hour of pay at their regular rate of pay for each workday in which a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Mr. Wexelman and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By virtue of its failure to pay Mr. Wexelman and aggrieved employees for all hours worked and all premium compensation owed, Employer furnished wage statements that were inaccurate and incomplete. Specifically, said wage statements reflected an inaccurate total number of hours worked, inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Mr. Wexelman and aggrieved employees for necessary business expenditures

Pursuant to Labor Code section 2802, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Employer required Mr. Wexelman and aggrieved employees to wear work uniforms bearing Employer’s name and logo. However, Employer required Mr. Wexelman and aggrieved employees to wash and maintain said work uniforms on their own time and at their own expense. Mr. Wexelman and aggrieved employees washed their work uniforms separate from their regular everyday clothes as their work uniforms were regularly soiled with grease and oil stains due the nature of their work filling propane tanks.

Employer’s failure to reimburse Mr. Wexelman and aggrieved employees for all necessary business expenditures, specifically the cost of, and time spent, washing and maintaining their work uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

F. Employer failed to pay Mr. Wexelman and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

At the time that Mr. Wexelman and certain aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned and owed, including meal and rest premiums, and for reimbursements for work-related expenses as described herein.

Labor Code section 203, subdivision (a), states that “[i]f an employer willfully fails to pay ... 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 therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Mr. Wexelman and aggrieved employees are entitled to thirty days of waiting time penalties.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Wexelman becomes aware of additional compensation owed or losses incurred by Mr. Wexelman or by any other aggrieved employee of the Employer, Mr. Wexelman expressly reserves the right to revise these facts and/or

September 5, 2023

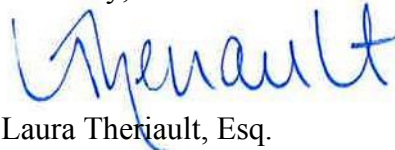
Page 6 of 6

add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.

MAHONEY LAW GROUP, APC

EXHIBIT B

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement LEGAL RESEARCH.	12/31/2025	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT DECLARATION IN SUPPORT OF APPROVAL OF SETTLEMENT.	12/31/2025	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT DECLARATION IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT.	12/29/2025	1.5	\$850.00	\$1,275.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING STATUS.	12/9/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL EXCHANGE BETWEEN CO-COUNSEL AND SETTLEMENT ADMINISTRATOR.	12/8/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL FROM CO- COUNSEL TO SETTLEMENT ADMINISTRATOR.	12/5/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH CO- COUNSEL REGARDING APPROVAL OF SETTLEMENT.	12/2/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement EMAIL EXCHANGE QITH ARIANNA RAZI REGARDING MOTION FOR APPROVAL OF PAGA SETTLEMENT.	12/2/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings REVIEW EMAIL FROM JULIAN MAHONEY REGARDING CONFORMED COPY OF SECOND AMENDED COMPLAINT.	11/13/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING SECOND AMENDED COMPLAINT.	11/10/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Time EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING FILING OF SECOND AMENDED COMPLAINT.	11/10/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH MARYANN BARRETO REGARDING STATUS.	11/6/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Pleadings REVIEW COURT'S ORDER - SIGNED STIPULATION.	11/6/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH CO-COUNSEL REGARDING STIPULATON TO LIFT STAY AND FILE SECOND AMENDED COMPLAINT.	10/29/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING FILING OF STIPULATION TO LIFT STAY AND FILE SECOND AMENDED COMPLAINT.	10/29/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO EMMA GEESEMAN REGARDING COURT FILING.	10/29/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT STIPULATION TO LIFT STAY AND FILE SECOND AMENDED COMPLAINT.	10/20/2025	1.3	\$850.00	\$1,105.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement EMAIL EXCHANGE WITH HALLIE SPAULDING REGARDING STIPULATION TO FILE SECOND AMENDED COMPLAINT.	10/17/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH HALLIE SPAULDING REGARDING TAX FORMS.	8/25/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW CLIENT SIGNED DOCUMENTS.	8/22/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO LIZETT PORTILLO WITH CLIENT TAX FORMS.	8/22/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	8/21/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/RESPOND TO EMAIL FROM LIZETT PORTILLO.	8/20/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement EMAIL EXCHANGE WITH VANESSA ACEVES REGARDING CLIENT DOCUMENTS.	8/20/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO MARIANNA MELGAR REGARDING CALL TO CLIENT.	8/20/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/FINALIZE SECOND AMENDED COMPLAINT.	8/7/2025	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO DEFENDANT'S COUNSEL WITH PROPOSED SECOND AMENDED COMPLAINT AND STIPULATION.	8/7/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL FROM CO-COUNSEL EMMA GEESAMAN	8/7/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings DRAFT SECOND AMENDED COMPLAINT.	8/6/2025	2.1	\$850.00	\$1,785.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Pleadings DRAFT EMAIL TO CO-COUNSEL REGARDING SECOND AMENDED COMPLAINT.	8/6/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings DRAFT SECOND AMENDED COMPLAINT.	8/4/2025	1.1	\$850.00	\$935.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy EMAIL EXCHANGE WITH KEVIN MAHONEY.	8/1/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) EMAIL EXCHANGE WITH CLIENT.	7/31/2025	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH CO-COUNSEL	7/31/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO DEFENDANT'S COUNSEL.	7/31/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT CORRESPONDENCE TO CLIENT.	7/30/2025	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Analysis/Strategy EMAIL EXCHANGE WITH KEVIN MAHONEY.	7/30/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL TO CLIENT	7/29/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) EMAIL EXCHANGE WITH CLIENT.	7/23/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO CO-COUNSEL REGARDING SETTLEMENT.	7/23/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT REGARDING PAGA SETTLEMENT AGREEMENT.	7/22/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH DEFENDANT'S COUNSEL REGARDING SETTLEMENT AGREEMENT.	7/22/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	7/21/2025	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Communicate (with client) REVIEW EMAIL FROM CLIENT.	7/20/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	7/18/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) EMAIL EXCHANGE WITH CLIENT.	7/15/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/RESPOND TO EMAIL FROM EMMA GEESMAN REGARDING STATUS OF SIGNATURES ON SETTLEMENT AGREEMENT	7/14/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	7/10/2025	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO HALLIE SPAULDING REGARDING SETTLEMENT AGREEMENT.	7/10/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL TO CLIENT.	7/7/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Communicate (with client) TELEPHONE CALL TO CLIENT	7/7/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	7/7/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/RESPOND TO EMAIL FROM EMMA GEESAMAN REGARDING SETTLEMENT AGREEMENT.	7/7/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	7/2/2025	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) REVIEW EMAIL FROM JANET ROBLES REGARDING CALL TO MR. WEXELMAN.	7/1/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) EMAIL EXCHANGE WITH CLIENT.	7/1/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	6/30/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Communicate (with client) EMAIL EXCHANGE WITH JANET ROBLES.	6/30/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	6/24/2025	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL AND LETTER TO CLIENT.	6/16/2025	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy EMAIL EXCHANGE WITH VANESSA ACEVES.	6/16/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	6/10/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH HALLIE SPAULDING REGARDING SETTLEMENT AGREEMENT.	6/9/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement TELEPHONE CALL WITH EMMA GEESAMAN REGARDING SETTLEMENT.	6/9/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Communicate (with client) TELEPHONE CALL TO CLIENT.	6/5/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Experts/Consultants REVIEW EXPERT INVOICE.	6/4/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Experts/Consultants DRAFT EMAIL TO JANICE MAHONEY REGARDING EXPERT INVOICE.	6/4/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	6/2/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL TO CLIENT.	5/26/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT	5/26/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	5/22/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement REVIEW DEFENDANT'S EDITS TO PAGA SETTLEMENT AGREEMENT	5/21/2025	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH EMMA GEESAMAN REGARDING PAGA SETTLEMENT AGREEMENT.	5/21/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL EXCHANGE BETWEEN HALLIE SPAULDING AND EMMA GEESAMAN REGARDING PAGA SETTLEMENT AGREEMENT.	5/20/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL FROM EMMA GEESAMAN REGARDING SETTLEMENT AGREEMENT	5/14/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/REVISE PAGA SETTLEMENT AGREEMENT.	5/13/2025	1.4	\$850.00	\$1,190.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT STIPULATION AND PROPOSED ORDER TO FILE SECOND AMENDED COMPLAINT.	5/13/2025	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement EMAIL EXCHANGE WITH CO-COUNSEL REGARDING SETTLEMENT DOCUMENTS AND STIPULATION TO FILE SECOND AMENDED COMPLAINT.	5/13/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH CO-COUNSEL REGARDING PAGA SETTLEMENT AGREEMENT.	5/13/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH CO-COUNSEL REGARDING VENUE.	5/13/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW COURT DOCKETS IN RELATED MATTERS.	5/13/2025	0.8	\$850.00	\$680.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy DRAFT EMAIL TO CO-COUNSEL REGARDING STRATEGY/ANALYSIS.	3/10/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	3/10/2025	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman
Settlement MEDIATION.	3/10/2025	7.5	\$850.00	\$6,375.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Analysis/Strategy TELEPHONE CALL WITH CO-COUNSEL REGARDING STRATEGY/MEDIATION.	3/9/2025	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman
Experts/Consultants REVIEW UPDATED EXPERT ANALYSIS FOR MEDIATION.	3/8/2025	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman
Settlement TELEPHONE CALL WITH HALLIE SPAULDING REGARDING EMPLOYEE DATA FOR MEDIATION.	3/6/2025	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman
Settlement PRE-MEDIATION CALL WITH JASON MARSILI.	3/4/2025	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman
Experts/Consultants REVIEW EXPERT ANALYSIS FOR MEDIATION.	3/4/2025	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/FINALIZE MEDIATION BRIEF.	3/3/2025	3.8	\$850.00	\$3,230.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy LEGAL RESEARCH	3/3/2025	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Experts/Consultants REVIEW EXPERT ANALYSIS FOR MEDIATION.	3/3/2025	0.8	\$850.00	\$680.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/RESPOND TO EMAIL FROM MEDIATOR REGARDING PRE-MEDIATION CONFERENCE.	3/3/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT EMAIL TO EMMA GEESAMAN WITH MEDIATION BRIEF.	3/3/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH EMMA GEESAMAN REGARDING MEDIATION.	2/28/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT MEDIATION BRIEF.	2/28/2025	0.8	\$850.00	\$680.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EXHIBITS FOR MEDIATION BRIEF.	2/28/2025	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW ADDITIONAL DOCUMENTS AND DATA PRODUCED BY DEFENDANT FOR MEDIATION.	2/27/2025	1.2	\$850.00	\$1,020.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement DRAFT MEDIATION BRIEF.	2/27/2025	1.3	\$850.00	\$1,105.00	Katherine J. Odenbreit	Eric Wexelman
Settlement DRAFT MEDIATION BRIEF.	2/26/2025	1.8	\$850.00	\$1,530.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW PLEADINGS AND COURT DOCKETS .	2/25/2025	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman
Experts/Consultants REVIEW EXPERT ANALYSIS FOR MEDIATION.	2/24/2025	1.2	\$850.00	\$1,020.00	Katherine J. Odenbreit	Eric Wexelman
Settlement EMAIL EXCHANGE WITH VANESSA ACEVES REGARDING MEDIATOR PAYMENT	2/20/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL FROM HALLIE SPAULDING REGARDING EMPLOYEE DATA.	2/19/2025	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW EMAIL EXCHANGE BETWEEN CO-COUNSEL AND HALLIE SPAULDING REGARDING INFORMAL PRODUCTION FOR MEDIATION.	2/4/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Experts/Consultants REVIEW EMAIL FROM EXPERT REGARDING CLASS DATA.	1/22/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Experts/Consultants REVIEW EMAIL EXCHANGE BETWEEN CO-COUNSEL AND EXPERT.	1/17/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy TELEPHONE CALL WITH EMMA GEESAMAN.	1/17/2025	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW DATA PROVIDED BY DEFENDANT FOR MEDIATION.	1/16/2025	1.8	\$850.00	\$1,530.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy TELEPHONE CALL WITH CO-COUNSEL REGARDING MEDIATION.	1/7/2025	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy TELEPHONE CALL WITH CO-COUNSEL REGARDING EXPERT ANALYSIS FOR MEDIATION.	12/6/2024	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW DATA AND DOCUMENTS PRODUCED BY DEFENDANT FOR MEDIATION.	11/24/2024	2.6	\$850.00	\$2,210.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Settlement REVIEW/RESPOND TO EMAIL FROM CO-COUNSEL REGARDING INFORMAL DISCOVERY FOR MEDIATION.	11/5/2024	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman
Settlement REVIEW/RESPOND TO EMAIL FROM MEDIATOR.	10/16/2024	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Court Mandated Conferences COURT APPEARANCE: CASE MANAGEMENT CONFERENCE.	6/4/2024	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions REVIEW/ANALYZE COURT ORDER REGARDING DEFENDANT'S MOTION TO COMPEL ARBITRATION.	5/26/2024	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings EMAIL EXCHANGE WITH EMILY DAVIS REGARDING DEMAND FOR ARBITRATION.	5/17/2024	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy EMAIL EXCHANGE WITH EMILY DAVIS AND NICOLE PIERSON REGARDING JOINT PROSECUTION AGREEMENT.	5/17/2024	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Court Mandated Conferences HEARING DEFENDANT'S MOTION TO COMPEL ARBITRATION.	5/10/2024	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy PREPARATION FOR HEARING ON DEFENDANT'S MOTION TO COMPEL ARBITRATION.	5/10/2024	1.5	\$850.00	\$1,275.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy DRAFT JOINT PROSECUTION AGREEMENT.	5/6/2024	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW/RESPOND TO EMAIL FROM ROBERT PAYASLYAN.	5/6/2024	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy TELEPHONE CALL WITH EMILY DAVIES REGARDING TELEPHONIC APPEARANCE.	5/2/2024	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy TELEPHONE CALL WITH PLAINTIFF'S COUNSEL IN RELATED MATTER	4/30/2024	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Dispositive Motions EMAIL EXCHANGE WITH EMILY DAVIES REGARDING SERVICE OF OPPOSITION TO MOTION TO COMPEL ARBITRATION.	4/29/2024	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) EMAIL EXCHANGE WITH CLIENT.	4/29/2024	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions REVIEW EMAIL FROM PROCESS SERVER	4/29/2024	0.1	\$850.00	\$85.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions EMAIL EXCHANGE WITH EMILY DAVIES REGARDING FILING OPPOSITION TO MOTION TO COMPEL ARBITRATION.	4/26/2024	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) DRAFT EMAIL TO CLIENT.	4/25/2024	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions DRAFT REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF OPPOSITION TO MOTION TO COMPEL ARBITRATION.	4/25/2024	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Dispositive Motions DRAFT DECLARATION IN SUPPORT OF OPPOSITION TO MOTION TO COMPEL ARBITRATION.	4/24/2024	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions DRAFT OPPOSITION TO MOTION TO COMPEL ARBITRATION	4/24/2024	1.8	\$850.00	\$1,530.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions DRAFT OPPOSITION TO DEFENDANT'S MOTION TO COMPEL ARBITRATION.	4/23/2024	2.6	\$850.00	\$2,210.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy LEGAL RESEARCH	4/23/2024	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions DRAFT OPPOSITION TO DEFENDANT'S MOTION TO COMPEL ARBITRATION.	3/28/2024	1.8	\$850.00	\$1,530.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	3/28/2024	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy LEGAL RESEARCH	3/20/2024	1.2	\$850.00	\$1,020.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Dispositive Motions DRAFT OPPOSITION TO DEFENDANT'S MOTION TO COMPEL ARBITRATION	3/13/2024	2.3	\$850.00	\$1,955.00	Katherine J. Odenbreit	Eric Wexelman
Dispositive Motions REVIEW/ANALYZE DEFENDANT'S MOTION TO COMPEL ARBITRATION.	3/11/2024	1.3	\$850.00	\$1,105.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW CLIENT DOCUMENTS AND ARBITRATION AGREEMENT	2/28/2024	1	\$850.00	\$850.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy LEGAL RESEARCH AND INVESTIGATION.	2/9/2024	1.2	\$850.00	\$1,020.00	Katherine J. Odenbreit	Eric Wexelman
Communicate (with client) TELEPHONE CALL WITH CLIENT.	2/9/2024	0.5	\$850.00	\$425.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW DEFENDANTS MOTION TO COMPEL ARBITRATION	2/8/2024	1.2	\$850.00	\$1,020.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings TELEPHONE CALL WITH LARRY KAZANJIAN REGARDING ARBITRATION AGREEMENT.	12/23/2023	0.4	\$850.00	\$340.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Court Mandated Conferences DRAFT CASE MANAGMENT STATEMENT,	12/22/2023	1.6	\$850.00	\$1,360.00	Katherine J. Odenbreit	Eric Wexelman
Court Mandated Conferences TELEPHONE CALL WITH SAMANTHA MARQUEZ REGADING CASE MANAGMENT STATEMENT.	12/22/2023	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy LEGAL RESEARCH	12/18/2023	0.9	\$850.00	\$765.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings REVIEW/RESPOND TO EMAIL FROM JESSICA KLEINHANS REGARDING EXTENSION TO FILE DEFENDANT'S RESPONSIVE PLEADING.	12/17/2023	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy LEGAL RESEARCH.	12/10/2023	1.1	\$850.00	\$935.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy MEETING WITH LAURA THERIAULT REGARDING STATUS AND STRATEGY..	12/6/2023	0.7	\$850.00	\$595.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Analysis/Strategy REVIEW/ANALYZE ARBITRATION AGREEMENT.	12/1/2023	1.1	\$850.00	\$935.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy MEETING WITH LAURA THERIAUT REGARDING ARBITRATION AGREEMENT.	12/1/2023	0.6	\$850.00	\$510.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings REVIEW EMAIL FROM LARRY KAZANJIAN REGARDING SERVICE.	11/14/2023	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Analysis/Strategy REVIEW/RESPOND TO EMAIL FROM LAURA THERIAULT REGARDING ARBITRATION AGREEMENT.	10/20/2023	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Fact Investigation/Development CALL W/ OPC RE PERSONNEL FILE, ARB AGRMNT, AND COMPLAINT	10/11/2023	0.3	\$400.00	\$120.00	Laura Theriault	Eric Wexelman
Communicate (with client) CALL W/ CLIENT	9/5/2023	0.3	\$850.00	\$255.00	Katherine J. Odenbreit	Eric Wexelman

ITEM	DATE	HRS.	RATE	TOTAL	BILLED BY	CONTACT
Pleadings DRAFT PAGA LETTER	9/5/2023	1.7	\$850.00	\$1,445.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings UPLOAD PAGA LETTER TO LWDA	9/5/2023	0.2	\$850.00	\$170.00	Katherine J. Odenbreit	Eric Wexelman
Pleadings DRAFT CLASS ACTION COMPLAINT	9/5/2023	2.4	\$850.00	\$2,040.00	Katherine J. Odenbreit	Eric Wexelman
		97.40	\$82,655.00 USD			

EXHIBIT C

EXPENSE	DATE	PRICE	TOTAL	QTY	BILLED BY
Experts BERGER CONSULTATION GROUP SPLIT DLAW 50% MLG 50% INV#10579-2 CHECK#1420	3/20/2025	\$5,580.00	\$5,580.00	1	Mariana D Melgar
Arbitrators/mediators MARSILI MEDIATION: 110340 MEDIATION	10/18/2024	\$5,000.00	\$5,000.00	1	Bryan A Miranda
Postage ONE LEGAL: 06330653 EFILING CHARGE - CASE MANAGEMENT CONFERENCE STATEMENT	8/30/2024	\$18.99	\$18.99	1	Bryan A Miranda
Postage ONE LEGAL: 06330864 EFILING CHARGE - CASE MANAGEMENT CONFERENCE STATEMENT, NOTICE: REMOTE APPEARANCE	8/30/2024	\$18.99	\$18.99	1	Bryan A Miranda
Electronic Service Provider ONE LEGAL: 06119253 EFILING CHARGE - NOTICE: HEARING	6/13/2024	\$18.43	\$18.43	1	Bryan A Miranda
Electronic Service Provider ONE LEGAL: 06079516 EFILING CHARGE - NOTICE: REMOTE APPEARANCE, ORDER, RE: REMOTE APPEARANCE	5/31/2024	\$18.43	\$18.43	1	Janice Mahoney
Courtfees EL DORADO SUPERIOR COURT: EA66A43C TELEPHONIC APPEARANCE	5/31/2024	\$94.00	\$94.00	1	Bryan A Miranda

EXPENSE	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider ONE LEGAL: 05973546 EFILING CHARGE - REMOTE APPEARANCE , ORDER RE: REMOTE APPEARANCE	5/3/2024	\$18.43	\$18.43	1	Bryan A Miranda
Courtfees SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO: 700D0B0B REMOTE APPEARANCE FEE	5/2/2024	\$94.00	\$94.00	1	Bryan A Miranda
Electronic Service Provider BOSCO LEGAL SERVICES: 10954528 FILING DOCUMENTS WITH JUDGE	5/2/2024	\$216.75	\$216.75	1	Bryan A Miranda
Electronic Service Provider ONE LEGAL: 05971656 EFILING CHARGE - NOTICE: REMOTE APPEARANCE	5/2/2024	\$15.39	\$15.39	1	Bryan A Miranda
Courtfees ONE LEGAL: 05959288 EFILING CHARGE - OPPOSITION/OBJECTION, DECLARATION, REQUEST, JUDICIAL NOTICE	4/29/2024	\$18.43	\$18.43	1	Janice Mahoney
Electronic Service Provider ONE LEGAL - CASE MANAGEMENT STATEMENT INV# 21885288 CK# PAID CC	1/31/2024	\$288.26	\$288.26	1	Monique Flores
Postage RIGHT TO SUE	1/10/2024	\$0.63	\$0.63	1	Bryan A Miranda

EXPENSE	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider ONE LEGAL - NOTICE AND ACKNOWLEDGMENT OF RECEIPT INV# 21824096 CK# PAID CC	12/15/2023	\$133.84	\$133.84	1	Monique Flores
Electronic Service Provider ONE LEGAL - FIRST AMENDED COMPLAINT FOR DAMAGES INV# 21626129 CK# PAID CC	11/17/2023	\$154.43	\$154.43	1	Monique Flores
Electronic Service Provider ONE LEGAL - PROOF OF SERVICE OF SUMMONS INV# 21283355 CK# PAID CC	9/28/2023	\$133.84	\$133.84	1	Monique Flores
Electronic Service Provider ONE LEGAL - COMPLAINT FOR DAMAGES, CIVIL CASE COVER SHEET, SUMMONS INV# 21152336 CK# PAID DD	9/7/2023	\$1,667.79	\$1,667.79	1	Monique Flores
Courtfees LWDA ONLINE - PAGA FEES ORDER: ORD-000250268 CK# PAID DD	9/5/2023	\$750.00	\$750.00	1	Monique Flores
Postage PFR	7/24/2023	\$8.53	\$8.53	1	Bryan A Miranda
Postage WELCOME LETTER + QUESTIONNAIRE	7/21/2023	\$2.46	\$2.46	1	Bryan A Miranda
Postage USPS-POSTAGE-PERSONNEL FILE REQUEST	6/8/2023	\$8.10	\$8.10	1	Janice Mahoney
			\$14,259.72 USD		