J. KIRK DONNELLY (SBN 179401)
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SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

RUDIS CARRANZA, individually, and on behalf of all others similarly aggrieved, Plaintiff, vs. BRISBANE RECYCLING CO., INC., a California corporation, JOSEPH NUBLA, an individual, and DOES 1 through 50, inclusive, Defendants.	CASE NO. 24-CIV-01496 Assigned for All Purposes to: Hon. Nicole S. Healy Dept. 28 DECLARATION OF J. KIRK DONNELLY IN SUPPORT OF MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT Date: December 17, 2025 Time: 2:00 p.m. Dept.: 28

DECLARATION OF J. KIRK DONNELLY

I, J. KIRK DONNELLY, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff. I make this declaration in support of Plaintiff's Motion for Approval of Settlement under the Private Attorneys General Act. If called to testify as to the within facts, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' PAGA Settlement Agreement (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a true and correct copy of the letter the Parties proposed to send to the Aggrieved Employees along with their settlement checks. Attached hereto as Exhibit 3 is a true and correct copy of Plaintiffs' December 22, 2023 notice letter to the Labor & Workforce Development Agency ("LWDA") and proof of submission. Attached hereto as Exhibit 4 is proof of submission of the proposed settlement to the LWDA via its online portal.

3. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or classes.

BACKGROUND

4. Brisbane is a construction materials supplier operating out of yard in Brisbane, California, where it recycles concrete and other used construction materials into aggregates, gravel, and other materials for reuse in new construction. Plaintiff Carranza worked for Brisbane for about 10 years, from 2013 until around July 2023, as a machine operator controlling rock crushers, conveyor belts, and other heavy machinery. Plaintiff was always a full-time employee and typically worked 5 days and 40 or more hours per week. He was paid weekly and his final wage was $30/hour. While employed with Brisbane, Plaintiff alleges he was subjected to a number of wage and hour violations.

5. After notice to the LWDA and Defendant, and exhausting administrative remedies Plaintiff filed a complaint against Brisbane on March 8, 2024, seeking both individual relief and PAGA civil penalties for the following alleged wage and hour violations: (a) failure to pay all

wages due, including minimum and overtime wages; (b) failure to provide meal and rest periods; (c) failure to provide complete and accurate wage statements; (d) failure to reimburse expenses, and (e) failure to pay wages due on separation of employment. Plaintiff filed the matter on behalf of himself and on behalf of the Aggrieved Employees defined to include all individuals directly employed by Brisbane as non-exempt employees in California during the relevant PAGA time frame of January 2, 2023 to February 19, 2025.

6. Once the case was at issue, the Parties began meeting and conferring regarding discovery, potential law and motion, and other case management issues, and eventually agreed to attempt early mediation. They also agreed to and did informally exchange information to permit both sides to evaluate Plaintiff's allegations. Through this informal discovery, Defendant provided Plaintiff with information including, inter alia, Plaintiff's personnel file, the number of potential Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records for a sampling of the Aggrieved Employees, and relevant policy documents regarding Defendant's time keeping and reporting policies and meal and rest break policies, among other pertinent materials.

7. On February 19, 2025, the Parties mediated the case with Craig Ackermann, Esq., a respected professional neutral with extensive class action/wage and hour experience. Before and during the mediation, Plaintiff and his counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of damages, trial, and appellate issues and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiff's ability to proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiff's claims and Defendant's defenses, and the Parties' data analyses and conclusions based on data provided by Defendant. After a contentious day of negotiations, the Parties reached agreement and subsequently formalized their tentative settlement in the Settlement Agreement now before the Court for approval

SUMMARY OF SETTLEMENT TERMS

8. Under the settlement, Defendant will pay a non-reversionary settlement amount of $60,000 (the "Gross Settlement Amount" or "GSA"). The GSA is inclusive of payments to the

LWDA and Aggrieved Employees, costs of settlement administration (estimated at no more than $2,465.17), a modest service award to Plaintiff of no more than $2,500, and reasonable attorney's fees of no more than $20,000 and costs of $8,260.90. After payment of settlement administration costs, Plaintiff's service award, and reasonable attorney's fees and costs from the GSA, After payment of settlement administration costs, Plaintiff's service award, and reasonable attorney's fees and costs from the GSA, Plaintiff presently estimates about $26,773.93 will remain (the "Net Settlement Amount" or "NSA"). Seventy-five percent of the NSA (about $20,080.45) will go to the LWDA, and the remaining 25% (about $6,693.48) will be distributed to the Aggrieved Employees in proportion to the total number of Pay Periods each individual worked during the PAGA Period of January 2, 2023 to February 19, 2025. I estimate the average award at about $393 per individual.

9. The Parties propose using Apex Class Action as the Settlement Administrator. Apex has extensive experience administering PAGA settlements, and has agreed to cap its fees at $2,465.17. Brisbane will fund the GSA within 65 days of approval, and within 10 calendar days of funding Apex will mail a Notice and settlement check to all Aggrieved Employees via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in Brisbane's records. Aggrieved Employees need not submit claim forms and will automatically receive a Notice and settlement check. Settlement checks will be negotiable for 180 days, after which time any unclaimed residual funds will be forwarded to East Bay Community Law Center as the proposed cy pres beneficiary, subject to Court approval. I have no relationship with or interest in the proposed beneficiary.

10. The California Supreme Court has explained that a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding." Arias v. Superior Court (2009) 46 Cal.4th 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only civil penalty claims brought under PAGA. Under Arias, the order the Parties request the Court enter is intended to be "binding not only on the named employee plaintiff but also on government

agencies and any aggrieved employee not a party to the proceeding." The Settlement Agreement protects the rights of the Aggrieved Employees to bring their own individual claims should they wish. For these reasons, the Parties contend the release narrowly applies only to the PAGA claims alleged, and the Settlement Agreement specifically provides the Release is inapplicable to any claims other than those brought under PAGA.

THE PROPOSED SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE AND FURTHER PAGA'S UNDELYING PURPOSES

11. Plaintiff primarily contends Defendant failed to pay all wages due because it rounded employee time punches off to the nearest quarter-hour, which resulted in the Aggrieved Employees losing a few minutes of compensable hours worked on many shifts. Plaintiff also contended that he and other employees had to arrive for work around 10-15 minutes early to start up the machinery and get it warmed up and ready to go before they actually clocked in for the day.

12. He further alleges Brisbane failed to provide Aggrieved Employees with compliant meal periods and that even if they even received a meal period, the breaks frequently were late, interrupted, and/or or lasted less than 30 minutes. For instance, Plaintiff contented that if another employee wasn't available to take over whatever machine he was operating, then his lunch break would be late, cut short, or missed entirely. Here, Plaintiff also notes the company's time records do not reflect that employees clocked out for meal periods, thereby raising a rebuttable presumption that no compliant meal period was provided under Plaintiff similarly contends Defendant failed to provide Plaintiff and the Aggrieved Employees with compliant rest periods for essentially the same reasons, and that employees were not allowed to leave the premises during a rest break

13. On the expense reimbursement claim, Plaintiff had to use his personal cell phone for work purposes and regularly had to use his phone to communicate with management, send pictures of issues with machinery, etc. An employer must reimburse employees for use of personal devices, and if the employee has an unlimited monthly plan then the employer must reimburse an amount that equates to the employee's percentage of use for work.

14. Plaintiff also brings claims derivative of the foregoing claims, including a derivative wage statement claim based on the failure to pay all wages due, and failure to pay all wages due and owing upon separation of employment under Labor Code §§ 201-203.

15. For mediation, Brisbane indicated it employed approximately 15 non-exempt employees in California during the relevant time frame, and these individuals worked approximately 1,500 pay periods during that time. Based on the data provided by Defendant, Plaintiff estimated Defendant's maximum PAGA exposure at approximately $750,500 including approximately $150,000 on the unpaid wage/time rounding claims, about $150,000 on the meal period claims, $150,000 on the rest period claims, $150,000 on the wage statement claims, $150,000 on the expense reimbursement claims, and about $500 in civil penalties for failing to timely pay wages on separation of employment.

16. We calculated these amounts as follows:

Unpaid Wages

1,500 pay periods * 100% violation rate * $100/violation = $150,000

Meal Break Violations

1,500 pay periods * 100% violation rate * $100/violation = $150,000

Rest Break Violations

1,500 pay periods * 100% violation rate * $100/violation = $150,000

Expense Reimbursement

1,500 pay periods * 100% violation rate * $100/violation = $150,000

Wage Statement Violations

1,500 pay periods * 100% violation rate * $100/violation = $150,000

Untimely Final Wages

5 former employees * $100/violation = $500

17. In response to Plaintiff's unpaid wage/rounding claim, Brisbane argued its time keeping and rounding policy is entirely neutral in effect and did not deprive class members of compensable hours worked over time and, accordingly, does not violate California law. Brisbane also argued that employees were not required to arrive at work early or otherwise work "off the

clock," and to the extent it happened it was intermittent and against company policy, and done with management's knowledge or consent.

18. On the meal break claims, Brisbane offered multiple defenses. First, it emphasized it authorized and permitted all necessary breaks, and that employees received full uninterrupted lunch periods. Defendant further argued that even to the extent meal or rest breaks were missed or arguably non-complaint, it was in violation of company policy and aberrational, and would require significant individual inquiries to determine the reasons underlying any such alleged violations and whether it was by employee choice or some other reason. Thus, per Defendant, any trial on this issue would be unmanageable because of these individualized issues.

19. As with meal breaks, Defendant argued the applicable rest break policies complied with California law, and that it authorized and permitted employees to take all required breaks. Defendant also contended that it was subject to Wage Order 16, which permits limitations on where employees may take their breaks. Further, per Defendant, in light of the fact that it is not required to maintain a record of rest periods, any evidence of failure to authorize rest periods and/or discouragement from taking rest periods would be purely anecdotal and individual issues would predominate on liability. This arguably would once again make a trial unmanageable since the number of instances an employee missed a rest break would have to be tested on a case by case basis to determine compliance.

20. For Plaintiff's expense reimbursement claim, Brisbane emphasized its written policies prohibited employees from using their own phones while on the clock and working, primarily for important safety considerations since employees worked on and around heavy machinery. Beyond that, Defendant argued there were be no need for employees to use their phones while working, and if they did it was purely for personally convenience and therefore it was not reimbursable as a "necessary" business expense.

21. Plaintiff also alleged derivative violations of Labor Code § 226 (wage statement violations) and §§ 201-203 (waiting time penalties). Both claims, since they are entirely derivative, will rise or fall along with the primary claims, in addition to being subject to "good faith" and other defenses available to Defendant. Accordingly, Plaintiff had to discount the value

of these claims significantly in light of these multiple potential defenses. Defendant also contended a substantial discount should be applied to the civil penalties for these derivative (i.e., "stacked") violations, as it would be unfair to penalize Defendant multiple times for the same violation.

22. Defendant also emphasized PAGA gives the Court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." I am aware of several state and federal courts in California have applied significant reductions to PAGA civil penalties even after plaintiffs prevailed on the merits, and believe the Court in this matter likely would apply some kind of reduction any penalties proved by Plaintiff for these reasons.

23. Thus, Defendant raised various and multi-layered defenses to each of Plaintiff's claims, anyone of which, if successful, could have derailed Plaintiff's case. And Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward with litigation, and it could have taken years to realize any recovery in this action along with the possibility of post-trial appeals. In additional to its merits defenses and arguing trial would be unmanageable, Defendant also intended to raise additional defenses on damages, including the proper measure of civil penalties and the appropriate discount to place on any assessment of such penalties.

24. Although Plaintiff and I believe they could have prevailed, there was no such guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored into the equation, the settlement value is reasonable and supported. Of course, to recover anywhere near the maximum penalties Plaintiff would have to shoot the moon and win both liability and maximum penalties on all claims for every single pay period at issue, which outcome, for the reasons discussed, is unlikely. Given Defendant's various procedural and merits defenses, as well as the substantial penalty reductions ordered in the cases above – which occurred after trial – the proposed settlement is reasonable.

SUBMISSION TO THE LWDA

25. My office timely served the LWDA with the Settlement Agreement and this Motion, and notified the LWDA of this approval hearing. Accordingly, the LWDA will be able to weigh in as necessary and, importantly, many courts find it persuasive of approval if the LWDA ultimately declines to offer any comment or objection to a proposed PAGA settlement.

THE REQUESTED SERVICE AWARD IS FAIR AND REASONABLE

26. Plaintiff devoted time and resources to the litigation, provided documents, and assisted my office with investigating the claims asserted and in preparing for the mediation. Defendant will not oppose a request for an enhancement award to Plaintiff of not more than $2,500.00 each in recognition of his time spent on this matter, the risks he undertook on behalf of the State and Aggrieved Employees, and the benefit conferred to them, as addressed in his declaration filed herewith.

THE REQUESTED FEES AND COSTS ARE FAIR AND REASONABLE

27. Under the terms of the Settlement Agreement, I respectfully request an award of attorney's fees to my office equal to 1/3 of the total settlement amount, or $20,000. A one-third common fund attorney fee award is consistent with what courts have awarded Plaintiff's counsel in other representative actions. Awarding attorney's fees of one-third of a gross settlement amount is favored by California courts when a fund established for the common benefit of others is involved, such as here.

28. There are several additional factors why I believe that the Court should award one-third of the common fund as a reasonable attorney's fee. First, our efforts resulted in a common fund settlement amount of $60,000.00, which for the reasons explained, is fair and reasonable in light of the risks/defenses Defendant raised in litigation and threatened to raise at trial and in post-trial appeals. Further, this is a significant sum that furthers the purposes underlying PAGA such as augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring future non-compliance. Moreover, this result was achieved by the work and success of this office, who negotiated the settlement after extensive preparation, informal discovery, and an adversarial mediation.

29. Second, Plaintiff faced significant risks going forward with the litigation. As discussed above, Defendant raised various defenses to his claims, anyone of which, if successful, could have decimated Plaintiff's case. Plaintiff faced risky legal issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals,

30. Third, we are experienced class and representative action litigators, and have achieved several approved PAGA settlements. This experience and expertise, combined with the high quality of work performed, resulted in the settlement achieved in this case.

31. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where my practice focused on complex business, employment, and insurance coverage disputes. In 2003, I became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly. Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer law matters, including both class actions and individual matters.

32. I have served as class and/or PAGA counsel in a number of wage and hour class and representative actions, including: <u>Martinez v. 'T' McGee Electric, Inc</u>., Case No. CIVSB2114427 (San Bernardino County Superior Court); <u>Arizaga v. Rackley Company, Inc.</u>, Case No. 23CV003138 (Sacramento County Superior Court); <u>Lima v. Reel Produce, Inc</u>., Case No. CGC-24-620797 (San Francisco County Superior Court); <u>Herrera v. Stone Etc., Inc., et al.</u>, Case No. 21STCV43188 (Los Angeles Superior Court); <u>Acosta v. Turlock Walnut Company</u>, Case No. 22-CV-001051 (Stanislaus County Superior Court); <u>Trujillo v. Ford Spraying, Inc.</u>, Case No. VCU298017 (Tulare County Superior Court); <u>Peralta v Maverick Painting, Inc.</u>, Case No. 23CV417330 (Santa Clara County Superior Court); <u>Velasquez v. Water Damage Rescue, Inc.</u> Case No. 21STCV46033 (Los Angeles County Superior Court); <u>Rico v. FMA Landscape Services, Inc.</u>, Case No. 23CV409762 (Santa Clara County Superior Court); <u>Galindo v. Berro</u>

Management Company, Inc., Case No. 22STCV25853 (Los Angeles Superior Court); Quintero, et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-00106 (Merced County Superior Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194 (Alameda County Superior Court); Bolanos v Lyneer Staffing Solutions LLC, Case No. 23STCV21860 (Los Angeles County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-04104 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No. S-CV-0049217 (Placer County Superior Court); Delgado v Vander Woude Farms, Case No. 23CV-04131 (Merced County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino County Superior Court); Rios v AMI Foods, Inc. Case No. 22CV005381 (Alameda County Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San Francisco County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255 (San Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621 (Riverside County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No. 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN (C.D. Cal.), Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court); George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior Court), Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County Superior Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County Superior Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County Superior Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County Superior Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior Court); Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior Court); Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa County Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707 (Riverside

County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-00958467-CU-OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors, et al., Case No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy Door Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design, LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside County Superior Court).

33. During the approximately five years I was associated with DCC, the firm was appointed class counsel in over 20 class actions alleging violations of federal and California wage and hour laws. I played an integral role in litigating these matters, which included some of the largest and most complex wage and hour class actions ever brought in California. For instance, while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers employed by Citigroup (as well as several predecessor entities) for unpaid overtime, reimbursement of business expenses, and improper deductions from wages. Although the matter initially was filed on behalf of a class of California-only employees, it eventually evolved into a nationwide class action on behalf of over 17,000 class members, and ultimately settled for approximately $106 million. Likewise, I played a prominent role in litigating Takacs v. A.G. Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions brought in California on behalf of stock brokers seeking recovery of overtime wages and reimbursement for business expenses and improper wage deductions, and one of the most extensively litigated such cases. The matter resulted in a comprehensive opinion denying defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

34. My firm has obtained several multi-million dollar wage and hour class action/PAGA settlements while serving as lead counsel in recent years, including a $9.75 million wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A, a $1.4 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential Mortgage Corporation, a $1.2 million dollar class action settlement in In re: First Franklin Employment Cases, and a $1.2 million dollar wage and hour class action/PAGA settlement in George v. Retail Merchandising Solutions, Inc.

35. Based upon the qualifications and experience set forth above, I believe an hourly rate of $850 is reasonable for my time, and for my paralegal Adriana Barba I believe an hourly rate of $200 is reasonable.

36. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in major California legal markets for partner-level attorneys with experience comparable to mine. These rates have ranged from $750 to $900 per hour for calendar years 2018-2023. Some examples include attorney Ron Makarem of Makarem & Associates in Los Angeles, with 28 years of experience, $900/hour (2023), Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC in Los Angeles with approximately 25 years of experience $850/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of Crosner Legal PC in Los Angeles, 13 years of experience $750/hour (2022), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

37. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 20+ years of experience, such as myself, are almost $1000/hour. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html. Similarly, the Westlaw Court Express Legal Billing Report Volume 17, Number 3, for the

California region suggests billing rates for partner-level attorneys with experience comparable to mine ranged from $810-1,220/hour as of 2015. A true and correct copy of the Billing Report is attached hereto as Exhibit 6.

38. Fourth, my office has been representing Plaintiff (and the State of California) in this matter on a strictly contingent basis and as such, had to forego other financial opportunities to litigate other cases, incurred the risk of non-recovery after a substantial investment of time, money, and resources, and have done so since the inception of this case without any payment or compensation. This is not an easy burden for a small firm. If, despite these hardships and risks, the best this office could hope for is merely to be paid our customary hourly rate multiplied by the number of hours worked on the case, then we would not be compensated for the hardships and serious risks it faced litigating this contingency case, and would not be incentivized to take on similar private attorney general cases in the future.

39. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by this office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in Laffitte v. Robert Half Int'l, Inc. (2016) 1 Ca1.5th 480. For all of the above reasons, a common fund fee award here in the amount of one-third of the $60,000 common fund, or $20,000.00, is fair and reasonable.

40. I have reviewed the work performed on the case and the billing inputted, and the hours worked on this case total 40.7 attorney and paralegal hours. Accordingly, my firm's lodestar totals approximately $30,215.00, exclusive of time for attending the hearing on the approval motion and time to be incurred thereafter to implement and administer the settlement. The aggregated lodestar is summarized in Exhibit 5 hereto. On a lodestar basis, the requested fees are actually less than the unadorned lodestar, and accordingly there is no request to apply a lodestar modifier.

41. As noted, my firm has represented Plaintiff for two years with respect to this matter and has expended a significant amount of time and resources in that representation. My

firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these matters in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), I respectfully request the Court award the requested fees of $20,000.00 based on the common fund theory with a corresponding lodestar cross-check and no lodestar enhancement.

39. I also request reimbursement of my firm's actual out-of-pocket expenses incurred to prosecute this action. These expenses were incidental and necessary to the effective representation of the employees.

40. My firm's costs are $8,289.69, including court filing/service of process fees, complex fees, mediation fees, and postage. Notably, the requested costs do not include any and all printing and research charges. The requested costs are reasonable and uncontested and should be approved and a true and correct itemization of the costs and expenses incurred is set forth below:

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	$2,143.36
Mediation Fees	$6,000.00
PAGA Filing Fee	$75.00
Postage	$42.54
Total Costs and Expenses	**$8,260.90**

41. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 13, 2025, at Carlsbad, California.

J. Kirk Donnelly

Declarant

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Rudis O. Carranza ("Plaintiff") and defendants Brisbane Recycling Company, Inc. and Joseph Nubla (together "Brisbane"). The Agreement refers to Plaintiff and Brisbane collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Brisbane, *Carranza v. Brisbane Recycling Company, Inc., et al.*, Case No. 24-CIV-01496, initiated on March 8, 2024 and pending in the Superior Court of the State of California, County of San Mateo.

1.2 "Administrator" means Phoenix Settlement Administrators 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 a person employed by Brisbane as a non-exempt employee in California at any time during the PAGA Period.

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

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

1.7 "Court" means the Superior Court of California, County of San Mateo.

1.8 "Defense Counsel" means Eric Casher and Steve Ngo, and Redwood Public Law.

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

1.10 "Gross Settlement Amount" means $60,000.00, which is the total amount Brisbane agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, Plaintiff's PAGA Enhancement Award, the LWDA PAGA

Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

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

1.12 "Judgment" means the judgment entered by the Court upon final approval of the Settlement.

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

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

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

1.16 "PAGA Counsel" means J. Kirk Donnelly and the Law Offices of J. Kirk Donnelly, APC, the attorneys representing the Plaintiff in the Action.

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

1.18 "PAGA Enhancement Award" means the amount of $2,500.00 payable to Plaintiff for his service as the named plaintiff in the Action, subject to Court approval.

1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Brisbane in California during the PAGA Period.

1.20 "PAGA Period" means the period from January 2, 2023 to February 19, 2025.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, §§ 2698, et seq.).

1.22 "PAGA Notice" means Plaintiff's December 22, 2023 letter to Brisbane and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.24 "Plaintiff" means Rudis O. Carranza, the named plaintiff in the Action.

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

1.26 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27 "Released Parties" means Brisbane, and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future , officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "Brisbane" means named Defendants Brisbane Recycling Company, Inc. and Joseph Nubla.

2. RECITALS.

2.1 On March 8, 2024, Plaintiff commenced this Action by filing a Complaint alleging individual claims on behalf of Plaintiff, and a cause of action against Brisbane for violation of the Private Attorneys General Act, based on the alleged failure to pay all wages due, including both minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate wage statements, failure to reimburse expenses, and failure to pay all wages due on separation of employment. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Brisbane denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff provided timely written notice to Brisbane and the LWDA by sending the PAGA Notice.

2.3 After Plaintiff filed the Complaint, the Parties agreed to mediate. On February 19, 2025, the Parties mediated the matter with Craig Ackermann, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, information and documents including Plaintiff's personnel file, the number of potential Aggrieved Employees, the number of aggregate pay periods, and relevant policy documents regarding Defendant's time keeping and reporting policies and meal and rest break policies.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Brisbane promises to pay $60,000.00 and no more as the Gross Settlement Amount. Brisbane has no obligation to pay the Gross Settlement Amount prior to or in any manner consistent with the payment schedule 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 Brisbane.

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 approved by the Court:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, currently estimated to be $20,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than $10,000.00. Brisbane will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Brisbane harmless, and indemnifies Brisbane, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiff: a PAGA Enhancement Payment to the Plaintiff of not more than $2,500 in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for PAGA Enhancement Payment that does not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA settlement that includes a request for approval of the PAGA Enhancement Payment in the Action. If the Court approves a PAGA Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed

$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,000.00, 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 $22,500.00 to be paid from the Gross Settlement Amount, with 75% ($16,875.00) allocated to the LWDA PAGA Payment and 25% ($5,625.00) 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 ($5,625.00) 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, Brisbane estimates there are 17 Aggrieved Employees who worked a total of 1,500 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, Brisbane 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. Brisbane 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 Brisbane 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. Brisbane shall fund the Gross Settlement Amount by wiring the funds to the Settlement Administrator within 65 days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 10 days after Brisbane fully funds the entire Gross Settlement Amount, the Administrator will mail checks for all Individual

PAGA Payments, Plaintiff's PAGA Enhancement Award, and the LWDA PAGA Payment, pay itself the Administration Expenses Payment, and send the PAGA Counsel the PAGA Counsel Expenses Payment and PAGA Counsel Fee Payment by wire transfer. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fee Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned 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, subject to Court approval the Administrator shall transmit the funds represented by such checks to East Bay Community Law Center as *cy pres* beneficiary.

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

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

5.1 <u>Release by Plaintiff</u>: Plaintiff will release, upon final approval of the Settlement and payment by Defendant of the Gross Settlement Amount, the Released Parties, from any and all claims he has or may have against them at this time and will waive any and all rights he has or may have under California Civil Code § 1542, which reads as follows:

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 will release, upon final approval of the Settlement and payment by Defendant of the Gross Settlement Amount, the Released Parties from all claims during the PAGA Period against for all PAGA and/or civil penalties under Labor Code 2698, et seq., based on all underlying Labor Code and/or Wage Order causes of action and sections identified in Plaintiff's LWDA PAGA Letter and/or in the pending Complaint in the Action, including claims for unpaid minimum wages, unpaid overtime, meal period violations, rest period violations, unreimbursed expenses, inaccurate wage statements, failure to timely pay final wages, and violations of Labor Code sections 201-203, 204, 210, 221-223, 225.5, 226, 226.3, 226.7, 256, 432, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and all applicable Wage Orders. The Released Claims do not include any claims that cannot be released as a matter of law.

5.3 Release by PAGA Counsel:

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

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, 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 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (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 its Declaration, 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.

6.3 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. Subject to Court approval, the Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Apex 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. 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.

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

9. ADDITIONAL PROVISIONS.

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

9.2 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.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Brisbane, 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.

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

9.5 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.

9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Brisbane 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.

9.7 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.

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

9.9 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.

9.10 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.

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

9.12 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 Brisbane 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, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Brisbane unless, prior to the Administrator's payment of all Settlement Funds, Brisbane makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 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.

9.14 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.

9.15 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:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Ave., Ste. 250
Carlsbad CA 92008
kdonnelly@jkd-law.com

To Brisbane:

Eric Casher
Steve Ngo
Redwood Public Law
409 13th Street, Ste. 600
Oakland CA 94612
eric@redwoodpubliclaw.com
steve.ngo@redwoodpubliclaw.com

9.16 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.

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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.

SIGNATURES ON THE FOLLOWING PAGE

AGREED AS TO FORM AND CONTENT

PLAINTIFF RUDIS O. CARRANZA

Date: ______________

____
Rudis O. Carranza

DEFENDANT BRISBANE RECYCLING COMPANY, INC.

Date: 07/15/2025

Sign: Jovian Jose

Print Name: Jovian Jose

Its: President

DEFENDANT JOSEPH NUBLA

Date: 09/04/2025

Joseph Nubla
Joseph Nubla (Sep 4, 2025 10:15:18 PDT)
____
Joseph Nubla

AGREED AS TO FORM

Date: ______________

LAW OFFICES OF J. KIRK DONNELLY, APC

____
J. Kirk Donnelly
Attorneys for Plaintiff Rudis O. Carranza

REDWOOD PUBLIC LAW

Date: 09/16/2025

Steve Ngo
____
Eric Casher
Steve Ngo
Attorneys for Defendants Brisbane Recycling Company, Inc. and Joseph Nubla

AGREED AS TO FORM AND CONTENT

PLAINTIFF RUDIS O. CARRANZA

Date: 05 / 14 / 2025 ______________________________

Rudis O. Carranza

DEFENDANT BRISBANE RECYCLING COMPANY, INC.

Date: ______________ Sign:____________________________

Print Name: ____________________

Its: ____________________________

DEFENDANT JOSEPH NUBLA

Date: ______________ ______________________________

Joseph Nubla

AGREED AS TO FORM

Date: 5/14/25

LAW OFFICES OF J. KIRK DONNELLY, APC

J. Kirk Donnelly

J. Kirk Donnelly
Attorneys for Plaintiff Rudis O. Carranza

REDWOOD PUBLIC LAW

Date: ______________ ______________________________

Eric Casher
Steve Ngo
Attorneys for Defendants Brisbane Recycling Company, Inc. and Joseph Nubla

EXHIBIT 2

Re: Payment From *Carranza v. Brisbane Recycling Company, Inc., et al.*

Dear Current or Former Brisbane Recycling Employee:

Enclosed is your payment from the settlement of the lawsuit entitled *Rudis Carranza v Brisbane Recycling Company, Inc., et al.,* California Superior Court, County of San Mateo, Case No. 24-CIV-01496 (the "Lawsuit").

The Lawsuit was filed against Brisbane Recycling Company, Inc. and Joseph Nubla (together, "Brisbane" or "Defendant"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Lawsuit was brought on behalf of the State of California and all similarly situated aggrieved employees of Brisbane Recycling. You have been identified as one of the employees on whose behalf the Lawsuit was brought.

The plaintiff in the Lawsuit claimed that Brisbane Recycling owed penalties under PAGA for certain California Labor Code violations. Brisbane Recycling denies that it did anything wrong or that it owes any penalties. The parties agreed to resolve the Lawsuit, and as part of that settlement, Brisbane Recycling agreed to pay a certain amount of money categorized as PAGA penalties.

The Court approved the settlement in the Lawsuit on ________________. First, under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period. Brisbane Recycling vigorously disputes that any wages or PAGA penalties are due, but nonetheless has agreed to resolve the claims raised in the Lawsuit without further court action. You are receiving this payment as your share of the Settlement. You have 180 days to cash the settlement check.

In exchange for these payments, the settlement releases claims for civil penalties only alleged in the complaint under PAGA for the period of January 2, 2023 to February 19, 2025. The settlement does not release any individual claims belonging to any employee that are not based on PAGA, other than individual claims by Plaintiff Rudis Carranza.

You can learn more about the lawsuit on the Court's website, www.sanmateocourt.org by entering the case number 24-CIV-01496. You may also call the attorneys listed below:

Counsel for Plaintiff:	Counsel for Brisbane Recycling:
J. Kirk Donnelly Law Offices of J. Kirk Donnelly, APC 2173 Salk Ave., Ste. 250 Carlsbad CA 92008 760-209-5894 kdonnelly@jkd-law.com	Eric Casher Steve Ngo Redwood Public Law 409 13th Street, Ste. 600 Oakland CA 94612 510-721-3210 eric@redwoodpubliclaw.com steve.ngo@redwoodpubliclaw.com

EXHIBIT 3

LAW OFFICES OF J. KIRK DONNELLY, APC

2173 Salk Avenue, Suite 250 · Carlsbad, California 92008
(760) 209-5894 · www.jkd-law.com

December 22, 2023

J. Kirk Donnelly
kdonnelly@jkd-law.com

VIA ELECTRONIC SUBMISSION

California Labor & Workforce Development
Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAfilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL

Brisbane Recycling Co., Inc.
Joseph Nubla, CEO
c/o Erica C. Gonzalez
Meyers Nave
1999 Harrison St., 9th Floor
Oakland CA 94612

Subject: *Rudis Carranza adv. Brisbane Recycling Co., Inc. and Joseph Nubla*
Cal. Labor Code section 2699.3 Notice of Labor Code Violations

Dear LWDA PAGA Administrator:

This office represents Rudis Carranza ("Complainant") in connection with his claims under the California Labor Code. Complainant is a former employee of Brisbane Recycling Co., Inc. and its owner/CEO Joseph Nubla (together, "Brisbane" or "Employer").

Complainant intends to seek civil penalties, attorney's fees, costs and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq*., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). This letter is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This letter further reserves any and all rights by Complainant to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1 -- Complainant reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, employer is on notice that Complainant continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. If Employer intends to cure the alleged violations within the statutory time period set forth in Labor Code sections 2699 and 2699.3(a), the employer shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, employee will commence a civil action pursuant to Section 2699.

Based on the following summary of the facts and theories upon which Complainant will base his claims, Complainant requests the LWDA regard this Notice as written notice of his intent to seek civil penalties against Employer. The specific provisions of the California Labor Code Employer has violated requiring this notice include, but are not limited to California Labor Code sections 201-203, 204, 216, 221-224, 226, 226.7, 432, 510, 512, 514, 1174, 1194, 1197, 1198, 1198.5, 1199, 2810.5, and all applicable Wage Orders. These violations subject Employer to civil penalties as set forth in (1) the foregoing statutes, (2) Labor Code sections 210, 225.5, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and (3) IWC Wage Order 7-2001, section 20.

Employer is Liable for All Temporary Agency Workers

Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor in California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to the labor contractor legal duties or liabilities under workplace safety provisions with respect to workers provided by the labor contractor. It defines a client employer as a business entity that obtains or is provided workers to perform labor within the usual course of business from a labor contractor. It defines a labor contractor as an individual or entity that supplies workers, either with or without a contract, to a client employer to perform labor within the client employer's usual course of business.

Pursuant to section 2810.3, if Employer secured temporary labor from a labor contractor, Employer shares in all legal responsibility and civil liability with its labor contractor(s), for all workers supplied by such labor contractor(s), for payment of wages.

The Employer; Summary of Labor Code Violations

Employer and its CEO/Owner own, operate, or otherwise manage a rock crushing business.

While Employer may be a successful company/may have a noble mission, it does not comply with California labor law. Among other things, Employer failed/fails to keep accurate and complete time records for employees; failed/fails to pay employees for all hours worked; failed/fails to pay employees at least minimum wage for all hours worked or overtime rates for overtime work; failed/fails to provide employees with proper meal and/or rest breaks, and/or compensate Complainant and similarly situated aggrieved employees an additional hour of premium pay for missed/improper meal and rest periods; failed/fails to provide proper and accurate wage statements to employees; failed/fails to provide proper notices regarding employee pay; failed/fails to provide payroll records and personnel records on request; and failed/fails to pay employees all earned and unpaid wages when they separated/separate from employment. Further descriptions of the above-mentioned violations and others are explained below.

Complainant and the Aggrieved Employees

At all relevant times, Complainant was a non-exempt employee working for employer in its rock crushing business. Throughout this time, he was paid an hourly rate for time counted by Employer as hours worked.

At all relevant times, Complainant was an aggrieved employee as defined in Labor Code §2699(c) ("any person who was employed by the alleged violator who was employed by the alleged violator and against whom one or more of the violations was committed"). He seeks recovery for the Labor Code violations set forth herein on behalf of himself and other similarly aggrieved employees, defined to include all current and former non-exempt employees of Brisbane, who were employed by Employer in the State of California within one year of the filing of this Notice. Complainant believes and hereon alleges that Employer has employed an unknown number of similarly aggrieved non-exempt employees California, and further alleges on information and belief that there may 25 or more aggrieved employees.

Labor Code Violations

Failure to Pay Wages Due (Minimum Wages, Straight Time and Overtime): California Labor Code section 1197 requires that employees must be paid at least the minimum wage fixed by the IWC for all hours worked. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. The minimum wage standard applies to each hour employees worked for which they were not paid. An employer's failure to pay for any time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. California Labor Code section 510 and the IWC Wage Orders also require employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week.

Complainant and other aggrieved employees worked hours for which they were not paid at least the applicable minimum wage, including without limitation hours worked after clocking out for a shift that was "rounded off" such that Complainant and other aggrieved employees lost compensable hours worked. Further, Employer paid for overtime hours based on the base hourly rate of pay instead of the regular rate of pay, and failed to incorporate bonuses and other non-discretionary income into the regular rate of pay. Accordingly, Employer failed to pay Complainant and other aggrieved employees for all compensable hours worked at the appropriate minimum wage, regular rate, and/or overtime rate.

Employer's failure to pay for all hours worked by Complainant and other aggrieved employees, and failure to properly calculate and pay for overtime, violates Labor Code sections 512, 1194-1199, and Wage Order 7-2001, sections 3-4. These violations subject Employer to civil penalties under said sections and Labor Code section 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty

<u>Recordkeeping Requirement Violations</u>: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by all non-exempt employees. IWC Wage Order 7-2001, section 7 similarly requires employers to keep time records showing when the employees begin and end each work period, and reflecting the time during which a meal period(s) was provided each day.

At all relevant times, Employer has failed, and continues to fail, to keep the required time records. Employer did not accurately record all of Complainant and aggrieved employees hours worked, including time spent working after clocking out for shifts and the start and stop times for meal periods.

Employer's failure to keep "accurate and complete" payroll records for Complainant and other aggrieved employees violates Labor Code sections 1174, 1198, 1199, and Wage Order 7-2001, section 7. These violations subject Employer to civil penalties under Labor Code sections 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.[1]

<u>Meal Period Violations</u>: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code § 512; IWC Wage Order 7-2001, § 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid*. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived.

Employers covered by Wage Order 7-2001 have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. IWC Wage Order 7-2001, § 7(A)(3) ("Meal periods . . . shall also be recorded"); *Donohue v. AMN Servs.* (2021) 11 Cal.5th 58, 61.

[1] See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or improper (e.g., less than 30 minutes, interrupted meal period, first meal period provided after 5 hours, second meal period provided after 10 hours) meal period. Lab. Code § 226.7; IWC Wage Order 7-2001, § 11(B) ("If an employer fails to provide an employee a meal 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 meal period is not provided").

Employer failed to maintain a company meal period policy compliant with California law and failed to provide Complainant and other aggrieved employees with proper meal periods, and/or meal periods were not provided until after the start of the fifth hour work. Complainant and other aggrieved employees had their meal periods interrupted by work or otherwise cut short. Complainant and other aggrieved employees also were restricted from certain activities during work hours, including meal periods, and therefore did not receive meal periods that were completely free from Employer's control. Liability for aggrieved employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Orders requirements. The fact that employees may legally waive meal breaks does not affect this result. Because Employer failed to maintain a compliant written meal period policy, failed to provide Complainant and other aggrieved employees with all required meal periods, failed to provide Complainant and other aggrieved employees with timely meal periods and/or meal periods lasting a full 30 minutes free from all employer control, it also failed to provide Complainant and other aggrieved employees with all meal breaks required under California law. Employer failed to pay them premiums for such missed and non-compliant meal breaks in violation of California law.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and IWC Wage Order 7-2001, § 11(A) and (C). These violations subject Employer to civil penalties under Labor Code sections 226.7 and 2699, and Wage Order 7-2001, § 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.[2]

<u>Rest Period Violations</u>: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. IWC Wage Order 7-2001, § 12(A). Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)) rest period. Lab. Code §226.7; IWC Wage Order 7-2001, § 12(B) ("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

[2] See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 7-2001, § 20 (establishing that "<u>[i]n addition to any other civil penalties provided by law</u>, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Employer did not maintain a company rest period policy and/or practice compliant with California law, and Employer frequently did not provide Complainant and other aggrieved employees with appropriate rest periods. Per Employer's policy and/or practice, Complainant and other aggrieved employees were not adequately informed and instructed about, and thereby were not afforded an adequate opportunity to take, proper rest breaks per California law and, in particular, Complainant and other aggrieved employees were not permitted and/or were not able to take rest breaks. Complainant and other aggrieved employees also were restricted from certain activities during work hours, including meal periods, and therefore did not receive meal periods that were completely free from Employer's control. Further, Employer failed to pay Complainant and other aggrieved employees with an additional hour of pay at Complainant's and other aggrieved employees' regular rates of pay for each missed or improper rest period.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 7-2001, § 12(A). These violations subject Employer to civil penalties under Labor Code sections 226.7 and 2699, and Wage Order 7-2001, § 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.[3]

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his, her, or its employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; 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. Lab. Code § 226.

As a result of Employer's violations of various Labor Code and Wage Order provisions, as discussed herein, Employer failed to provide accurate wage statements with respect to multiple categories set forth in Labor Code section 226, including without limitation gross wages earned, total hours worked, and net wages earned, and therefore Employer violated section 226. These violations subject Employer to civil penalties under Labor Code sections 226, 226.3, and 2699. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.

[3] See Lab. Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); IWC Wage Order 7-2001, § 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty…for each underpaid employee for each pay period during which the employee was underpaid").

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. Labor Code section 202 states similar provisions with respect to employees who resign. Employer still has not paid Complainant and other aggrieved employees all wages earned and unpaid at the time of discharge, including without limitation: (1) hours worked "off the clock," and overtime hours worked that were paid at the incorrect rate, and (2) an additional hour of pay for meal and rest periods not provided and/or that were not compliant. These violations subject Employer to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the statute provisions were violated.[4]

Failure to Produce Employment Records

Pursuant to California Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order(s), including Wage Order 16, Section 6(A), an employer must provide copies of an employee's wage records within 21 calendar days of a request, must provide copies of personnel records within 30 calendar days of a request, and must provide copies of any instrument relating to the obtaining or holding of employment upon request. Complainant made a written request to Employer to produce records under the above-referenced Labor Code sections, but Employer did not fully and completely respond to the request within the mandated time frames.

The aforementioned conduct results in violations of Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order(s), including Wage Order 16, Section 6(A). These violations subject Employer to civil penalties under Labor Code Sections 226, 432, 1198.5, and 2699, and Wage Order 16, Section 18. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes were violated.

Employer has violated the above-referenced California Labor Code provisions, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Complainant and other aggrieved employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter to the employer in question and to the Labor Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the Labor Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by Labor Code §§ 2699 and 2699.3(a) prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the Labor Workforce Development Agency intends to take any action in reference to these claims. We kindly ask that you respond to this notice according to the time frame contemplated by the code.

[4] (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty…for each failure to pay each employee").

If the Labor Commissioner elects not to take any action with respect to any of the foregoing claims, Complainant will seek these penalties in a civil action, on behalf of himself and all other California non-exempt aggrieved employees of Employer within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty days of this notice to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

J. Kirk Donnelly
Law Offices of J. Kirk Donnelly, APC
2173 Salk Avenue, Suite 250
Carlsbad, CA 92008
Main: 760-209-5894
Email: kdonnelly@jkd-law.com

Thank you for your attention to this matter.

Sincerely,
LAW OFFICES OF J. KIRK DONNELLY, APC

/s/ J. Kirk Donnelly

J. Kirk Donnelly

Thank you for submission of your PAGA Case.

From: LWDA DO NOT REPLY (lwdadonotreply@dir.ca.gov)

To: kdonnelly@jkd-law.com

Date: Friday, December 22, 2023 at 08:28 AM PST

12/22/2023

LWDA Case No. LWDA-CM-1001211-23
Law Firm : Law Offices of J. Kirk Donnelly, APC
Plaintiff Name : Rudis Carranza
Employer: Brisbane Recycling Co., Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

Carranza v Brisbane Recycling Company, Inc.
San Mateo County Superior Court Case No. 24-CIV-01496

Law Offices of J. Kirk Donnelly Time Report

Tasks	J. Kirk Donnelly	Adriana Barba (Paralegal)
Pre-filing Case Investigation	2.7	2.5
Pleadings and Law and Motion	9.6	0.0
Discovery and Post-Filing Investigation	4.8	0.0
Court Appearances	0.0	0.0
Case Management; Litigation Strategy & Analysis	5.5	1.7
Mediation and Settlement	12.9	1.0
Total Hours	35.5	5.2
Hourly Rate	$850	$200
Lodestar	**$30,175**	**$1,040**

Total Hours: **40.7**

Total Lodestar: **$31,215.00**

EXHIBIT 6

LEGAL BILLING REPORT

By Region, By Firm

Volume 17, Number 3
December 2015

THOMSON REUTERS

California Region

Firm **Snell & Wilmer**

Firm Size: 419 Firm Rank 104

Court Name: Arizona
Case Name: Xhibit Corp., et al,.
Case Number: 2:15-bk-00679-BKM

For fee applications 1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	$520	0.10	$52.00
					Total:	0.10	$52.00

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name: California Central
Case Name: State Fish Co..Inc
Case Number: 2:15-bk-11084-SK

For fee applications 6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	$1,300	0.20	$260.00
David Stern	Partner	CA	1975	1975	$1,080	189.50	$204,660.00
Michael Tuchin	Partner	CA	1990	1990	$1,080	137.10	$148,068.00
Maria Sountas Argiropoulos	Partner	CA	2006	2006	$675	25.20	$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	$650	111.20	$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	$475	525.00	$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	$440	9.50	$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	$395	40.80	$16,116.00
					Total:	1038.50	$711,949.00

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name: Delaware
Case Name: Optim Energy, LLC, et al,
Case Number: 14-10262 (BLS)

For fee applications 2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	$790	0.60	$474.00
					Total:	0.60	$474.00

Firm **Brown Rudnick LLP**

Firm Size: 184 Firm Rank 211

Court Name: Delaware
Case Name: Corinthian Colleges Inc.
Case Number: 15-10952 (KJC)

For fee applications 5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	$880	1.50	$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	$730	78.90	$57,597.00
					Total:	80.40	$58,917.00

California Region

Firm **Cooley LLP**

Firm Size: 613 Firm Rank 63

Court Name: Delaware
Case Name: RS Legacy Corporation
Case Number: 15-10197 (BLS)

For fee applications 6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Rafkin	Partner	CA	1998	1998	$810	0.50	$405.00
Janet D. Gertz	Associate	CA	2004	2004	$755	14.60	$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	$595	2.80	$1,666.00
					Total:	17.90	$13,094.00

Firm **Gibson Dunn & Crutcher, LLP**

Firm Size: 1039 Firm Rank 21

Court Name: Delaware
Case Name: ENERGY FUTURE HOLDINGS CORP
Case Number: 14-10979 (CSS)

For fee applications 8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	$625	5.10	$3,187.50
					Total:	5.10	$3,187.50

Firm **Kirkland & Ellis LLP**

Firm Size: 1442 Firm Rank 13

Court Name: Delaware
Case Name: ENERGY FUTURE HOLDINGS CORP
Case Number: 14-10979 (CSS)

For fee applications 8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	$1,220	3.10	$3,782.00
Mark E. McKane	Partner	CA	1997	1997	$1,025	198.50	$203,462.50
Christopher Keegan	Partner	CA	2002	2002	$855	75.50	$64,552.50
Michael Esser	Associate	CA	2009	2009	$825	213.40	$176,055.00
Alexander Davis	Associate	CA	2012	2012	$710	192.60	$136,746.00
Justin Sowa	Associate	CA	2013	2013	$710	199.70	$141,787.00
Austin Klar	Associate	CA	2013	2013	$635	35.00	$22,225.00
Sarah Stock	Associate	CA	2013	2013	$635	121.60	$77,216.00
Anna Terteryan	Associate	CA	2014	2014	$555	241.80	$134,199.00
James Barolo	Associate	CA	2014	2014	$555	108.60	$60,273.00
Kevin Chang	Associate	CA	2014	2014	$555	170.80	$94,794.00
					Total:	1560.60	$1,115,092.00

California Region

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	$1,080	7.30	$7,884.00
Michael Tuchin	Partner	CA	1990	1990	$1,080	37.10	$40,068.00
David Fidler	Partner	CA	1997	1998	$850	12.70	$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	$795	0.20	$159.00
David M. Guess	Partner	CA	2005	2005	$695	67.30	$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	$675	1.70	$1,147.50
Justin D. Yi	Partner	CA	2009	2009	$625	0.80	$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	$475	34.70	$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	$440	12.40	$5,456.00
					Total:	**174.20**	**$129,265.50**

Firm **Morrison & Foerster LLP**

Firm Size: 1025 Firm Rank 22

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	$635	39.80	$25,273.00
Chika Arakawa	Associate	CA	2013	2013	$495	8.30	$4,108.50
					Total:	**48.10**	**$29,381.50**

California Region

Firm **Munger Tolles & Olson LLC**

Firm Size: 181 Firm Rank 216

Court Name: Delaware
Case Name: ENERGY FUTURE HOLDINGS CORP
Case Number: 14-10979 (CSS)

For fee applications 8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	$1,065	36.30	$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	$1,065	184.05	$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	$960	29.20	$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	$875	53.20	$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	$830	92.50	$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	$830	94.50	$78,435.00
Seth Goldman	Partner	CA	2002	2002	$750	154.70	$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	$680	115.10	$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	$635	184.80	$117,348.00
Sam Greenberg	Associate	CA	2010	2010	$615	61.70	$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	$510	89.40	$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	$510	68.30	$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	$510	70.40	$35,904.00
Peter E. Boos	Associate	CA	2014	2014	$395	11.40	$4,503.00
					Total:	1245.55	$934,885.25

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank 16

Court Name: Delaware
Case Name: Colt Holding Company
Case Number: 15-11296 (LSS)

For fee applications 8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul Motley	Partner	CA	1999	1999	$930	6.70	$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	$755	11.20	$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	$745	5.00	$3,725.00
Joannah Caneda	Associate	CA	2015	2015	$460	4.90	$2,254.00
Christopher Martin	Associate	CA	2014	2014	$415	1.20	$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	$390	183.60	$71,604.00
					Total:	212.60	$92,768.00

California Region

Firm **Pachulski Stang Ziehl Young Jones & Wei**
Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name DDMG Estate
Case Number 12-12568(BLS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Debra I. Grassgreen	Partner	CA	1991	1994	$925	1.30	$1,202.50
William Ramseyer	Of Counsel	CA	1980	1980	$650	1.10	$715.00
					Total:	**2.40**	**$1,917.50**

Firm **Pachulski Stang Ziehl Young Jones & Wei**
Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name ICL Holdings Company, INC
Case Number 12-13319

For fee applications
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
William L. Ramseyer	Of Counsel	CA	1980	1980	$650	7.60	$4,940.00
					Total:	**7.60**	**$4,940.00**

Firm **Pachulski Stang Ziehl Young Jones & Wei**
Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name NE OPCO Inc
Case Number 1:13-BK-11483

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Partner	CA	1983	1983	$925	0.20	$185.00
William L. Ramseyer	Of Counsel	CA	1980	1980	$650	1.30	$845.00
William Ramseyer	Of Counsel	CA	1980	1980	$650	2.10	$1,365.00
					Total:	**3.60**	**$2,395.00**

Firm **Pachulski Stang Ziehl Young Jones & Wei**
Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Of Counsel	CA	1983	1983	$925	0.40	$370.00
Jeffrey Pomerantz	Partner	CA	1989	1989	$895	0.90	$805.50
Shirley S. Cho	Of Counsel	CA	1997	1997	$750	13.10	$9,825.00
					Total:	**14.40**	**$11,000.50**

Firm Pachulski Stang Ziehl Young Jones & Wei
Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SS Body Armor I, INC
Case Number 10-11255-(PJW)

For fee applications
9/1/2014 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	$925	8.90	$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	$895	0.20	$179.00
David J. Barton	Partner	CA	1981	1981	$850	0.30	$255.00
David M. Bertenthal	Partner	CA	1989	1993	$850	10.00	$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	$775	1.70	$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	$725	2.80	$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	$665	0.80	$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	$625	46.60	$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	$625	2.40	$1,500.00
					Total:	73.70	$51,671.00

Firm Paul Hastings LLP
Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name Molycorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	$1,150	111.10	$127,765.00
Peter Burke	Partner	CA	1996	1996	$975	3.90	$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	$550	20.50	$11,275.00
Kevin Kraft	Associate	CA	2014	2014	$495	4.80	$2,376.00
					Total:	140.30	$145,218.50

Firm Paul Hastings LLP
Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	$995	0.90	$895.50
Stephen D. Cooke	Partner	CA	1985	1985	$973	0.30	$292.13
					Total:	1.20	$1,187.63

California Region

Firm **Quinn Emanuel Urquhart & Sullivan, LLP**

Firm Size: 647 Firm Rank 58

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	$840	11.20	$9,408.00
Katherine Scherling	Associate	CA	2008	2010	$735	211.50	$155,452.50
Randa Osman	Partner	CA	1990	1990	$695	47.20	$32,804.00
					Total:	269.90	$197,664.50

Firm **Robins Kaplan LLP**

Firm Size: 250 Firm Rank 0

Court Name Delaware
Case Name Corinthian Colleges Inc
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	$810	5.70	$4,617.00
Howard Weg	Partner	CA	2014	2014	$795	60.30	$47,938.50
David B. Shemano	Partner	CA	2014	2014	$675	17.00	$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	$675	452.00	$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	$650	17.40	$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	$470	397.90	$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	$450	568.10	$255,645.00
Amy Churan	Partner	CA	2001	2001	$420	18.10	$7,602.00
					Total:	1536.50	$830,700.50

Firm **Torys LLP**

Firm Size: 236 Firm Rank 0

Court Name Delaware
Case Name Nortel Networks Inc.
Case Number 09-10138

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	$1,090	9.10	$9,919.00
Adam Slavens	Associate	CA	2007	2007	$775	163.00	$126,325.00
					Total:	172.10	$136,244.00

California Region

Firm **Cooley LLP**

Firm Size: 613 Firm Rank 63

Court Name: Virginia Eastern
Case Name: Health Diagnostic Laboratory, Inc.
Case Number: 15-32919-KRH

For fee applications
6/7/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Aarti G. Reddy	Associate	CA	2010	2010	$655	11.20	$7,336.00
Amanda B. Pacheco	Associate	CA	2013	2013	$470	3.30	$1,551.00
					Total:	14.50	$8,887.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	$1,300	0.2	$260.00
Partner	Mike Beinus	Kirkland & Ellis LLP	1999	1999	CA	$1,220	3.1	$3,782.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	$1,150	111.1	$127,765.00
Partner	Sheila Block	Torys LLP	1974	1974	CA	$1,090	9.1	$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	$1,080	189.5	$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	$1,080	7.3	$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	$1,080	174.2	$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	$1,065	36.3	$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	$1,065	184.05	$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	$1,025	198.5	$203,462.50
Partner	Nancy L. Abell	Paul Hastings LLP	1979	1979	CA	$995	0.9	$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	$975	3.9	$3,802.50
Partner	Stephen D. Cooke	Paul Hastings LLP	1985	1985	CA	$973	0.3	$292.13
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	$960	29.2	$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	$930	6.7	$6,231.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones & Weintraub	1987	1987	CA	$925	8.9	$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	$925	0.6	$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1991	CA	$925	1.3	$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	$895	0.2	$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	$895	0.9	$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	$880	1.5	$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	$875	53.2	$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	$855	75.5	$64,552.50
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	$850	12.7	$10,795.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	$850	0.3	$255.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	$850	10	$8,500.00
Partner	Benjamin Finestone	Quinn Emanuel Urquhart & Sullivan, LLP	2005	2004	CA	$840	11.2	$9,408.00
Partner	Jay M. Fujitani	Munger Tolles & Olson LLC	1984	1984	CA	$830	92.5	$76,775.00
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	$830	94.5	$78,435.00
Associate	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	$825	213.4	$176,055.00
Partner	Roman M. Silberfeld	Robins Kaplan LLP	1995	1995	CA	$810	5.7	$4,617.00
Partner	Seth A. Rafkin	Cooley LLP	1998	1998	CA	$810	0.5	$405.00
Partner	Howard Weg	Robins Kaplan LLP	2014	2014	CA	$795	60.3	$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	$795	0.2	$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	1969	1969	CA	$790	0.6	$474.00
Associate	Adam Slavens	Torys LLP	2007	2007	CA	$775	163	$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2001	CA	$775	1.7	$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2004	2004	CA	$755	14.6	$11,023.00
Counsel	Sarah Hoffner	O'Melveny & Myers LLP	2004	2004	CA	$755	11.2	$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	$750	154.7	$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	1997	1997	CA	$750	13.1	$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	$460	4.9	$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	$450	568.1	$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	$440	21.9	$9,636.00
Partner	Amy Churan	Robins Kaplan LLP	2001	2001	CA	$420	18.1	$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	$415	1.2	$498.00
Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	$395	11.4	$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	$395	40.8	$16,116.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	$390	183.6	$71,604.00