

1 Elliot J. Siegel (Bar No. 286798)
 2 elliot@kingsiegel.com
 3 Julian Burns King (Bar No. 298617)
 4 julian@kingsiegel.com
 5 **KING & SIEGEL LLP**
 6 724 S. Spring Street, Ste. 201
 7 Los Angeles, California 90014
 8 Tel: (213) 465-4802 / Fax: (213) 465-4803

9 *Attorneys for Plaintiff Leopoldo Martinez-Bravo and the Settlement Class*

10 [Additional counsel on following page]

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF SANTA BARBARA**

13 LEOPOLDO MARTINEZ-BRAVO,
 14 individually and on behalf of others similarly
 15 situated, and as an aggrieved employee and
 16 Private Attorney General,

17 Plaintiff,

18 vs.

19 MIKE KELLEY CONSTRUCTION, INC., a
 20 California corporation; BLAKE KELLEY, an
 21 individual and DOES 1 through 50, inclusive,

22 Defendants.

23 ROBERTO RAMON JOYA ESTRADA AKA
 24 ROBERTO R. FLORES CRUZ individually
 25 and on behalf of all similarly situated
 26 individuals

27 Plaintiff,

28 vs.

MIKE KELLEY CONSTRUCTION, INC., a
 California corporation; BLAKE KELLEY, an
 individual and DOES 1 through 100, inclusive,

Defendants.

Lead Case No. 24CV05385 (Martinez-
 Bravo) Case No. 24CV05393 (Estrada)

[Cases consolidated on January 8, 2025]

[Assigned for all purposes to the
 Honorable Thomas P. Anderle, Dept. 3]

**DECLARATION OF ELLIOT
 SIEGEL IN SUPPORT OF MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

*[Notice of Motion and Motion,
 Declarations of Xavier Villegas,
 Heather Davis, Leopoldo Martinez-
 Bravo, Roberto Ramon Joya Estrada,
 and Elizabeth Botero Bravo, and
 [Proposed] Order filed concurrently]*

Hearing Date: June 24, 2026

Hearing Time: 10:00 a.m.

Dept.: 3

1 Xavier Villegas (Bar No. 293232)
2 xavier@xaviervillegaslaw.com
3 **LAW OFFICE OF XAVIER VILLEGAS, APC**
4 2390 Las Posas Road, C168
5 Camarillo, CA 93010
6 Tel: (805) 250-7488 / Fax: (805) 250-7499

7 *Attorney for Plaintiff Leopoldo Martinez-Bravo and the Settlement Class*

8 HEATHER DAVIS, SBN 239372
9 heather@protectionlawgroup.com
10 D. LUKE CLAPP SBN 304060
11 luke@protectionlawgroup.com
12 **PROTECTION LAW GROUP, LLP**
13 149 Sheldon Street
14 El Segundo, California 90245
15 Tel.: (424) 290-3095 / Fax: (866) 264-7880

16 *Attorneys for Plaintiff Roberto Ramon Joya Estrada and the Settlement Class*

I, Elliot J. Siegel, declare as follows:

2. I am a founding shareholder in the law firm of King & Siegel LLP (“Plaintiff’s Counsel” or “Class Counsel”), attorney of record for Plaintiff Leopoldo Martinez-Bravo and the proposed Settlement Class (the “Class”) in the above-captioned matter. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement.

3. I founded King & Siegel LLP with my Partner Julian Burns King in March 2018. King & Siegel LLP is exclusively dedicated to representing employees in individual and class action litigation in California State and federal courts, as well as in arbitration hearings. Since the founding of our firm, King & Siegel LLP, has successfully represented thousands of employees in numerous wage and hour and other employment-related class actions. Through my practice at King & Siegel, and my prior employment working for one of the highest ranked litigation firms in the County, I have gained significant experience regarding the obligations and burdens of representing a class from inception to trial and am an experienced practitioner in the realm of wage and hour and employment litigation on both a class and individual level.

4. Though our firm was only founded in 2018, we have been appointed class counsel in dozens of employment class actions, including *Martinez v. Arvato Digital Servs., LLC*, Case No. CIVDS1823989 (San Bernardino Cnty. Sup. Ct. 2018) (final approval granted March 2, 2020); *Quintero v. Miller Milling Company, LLC*, Case No.: CV 19-7459-DMG (JCx) (C.D. Cal 2019) (final approval granted July 31, 2020); *Ayala v. Four Seasons Heating and Cooling, Inc.*, Case No. 56-2019-00529287-CU-OE-VTA (Ventura Cnty. Sup. Ct. 2019) (final approval granted on August 31, 2020); *Martin, et al., v. Break the Floor*

1 *Productions* (San Diego Cnty. Sup. Ct. 2019) (final approval granted October 23, 2020);
 2 *Talkington v. Sanrose Home Health*, Case No. RIC1902475 (Riverside Cnty. Sup. Ct. 2019)
 3 (final approval granted December 7, 2020); *Oliver, et al., v. The J. Paul Getty Trust*, Case
 4 No. 19STCV40123 (Los Angeles Cnty. Sup. Ct. 2019) (final approval granted October 22,
 5 2020); *Lachman, et al. v. Berlitz Languages, Inc., et al.*, Case No. 19STCV01533 (Los
 6 Angeles Cnty. Sup. Ct. 2019) (final approval granted April 1, 2021); *Ramirez v. Mid-West*
 7 *Fabricating Co.*, No. 30-2019-01102221-CU-OE-CXC (Orange Cnty. Sup. Ct. 2019) (final
 8 approval granted June 4, 2021); *Le, et al. v. Walgreen Co., et al.*, No. 18-cv- 01548 (C.D.
 9 Cal. 2018) (final approval granted on July 21, 2021); *Nunez v. California Custom Sunrooms*
 10 *& Patio Covers*, Case No. 34-2020-00286923 (Sacramento Cnty. Sup. Ct. 2020) (final
 11 approval granted on March 9, 2022); *Awwad, et al. v. Splitsville*, Case No. 30-2018-
 12 01026248-CU-OE-CXC (Orange Cnty. Sup. Ct. 2018) (final approval granted on June 28,
 13 2022); *Noer v. Five Star Food Containers, Inc.*, Case No. CIVSB-2116131 (Sacramento
 14 Cnty. Sup. Ct. 2021) (final approval on July 28, 2022); *Hernandez v. Yolo Federal Credit*
 15 *Union*, Case No. CV-2021-1000 (Yolo Cnty. Sup. Ct. 2021) (final approval on August 4,
 16 2022); *Hamilton et al., v. Vail Corporation*, et al., Case No. SC20210148 (El Dorado Cnty.
 17 Sup. Ct. 2021) (final approval on August 19, 2022); *Fernandez v. Uni-Fab Industries, Inc.*,
 18 Case No. RG21113621 (Alameda Sup. Ct. 2021) (final approval on November 2, 2022);
 19 *Romero v. Retrofitting360, Inc.*, Case No. 56-2020-00546674-CU-OE-VTA (Ventura Cnty.
 20 Sup. Ct. 2020) (final approval on October 25, 2022); *Brown v. DirectTV, LLC* Case No.
 21 2:13-cv-01170-DMG-E (C.D. Cal. 2013) (final approval on March 3, 2023); *Gomez v. Purple*
 22 *Heart Compassion, Inc.*, Case No. 22STCV04548 (Los Angeles Sup. Ct. 2022) (final
 23 approval granted April 13, 2023); *Urena v. Raypak, Inc.*, Case No. 56-2022-00563198-CU-
 24 OE-VTA (Ventura Cnty. Sup. Ct. 2022) (final approval on June 12, 2023); *Goetz v.*
 25 *Dynacorn*, Case No. 56-2023-00575474-CU-OE-VTA (Ventura Sup. Ct. 2022) (final
 26 approval granted September 20, 2023); *Cardenas v. Thorpe Design, Inc.*, Case No. C22-
 27 01545 (Contra Costa Cnty. Sup. Ct. 2022) (final approval granted on September 28, 2023);
 28 *Woods v. Insight Global*, Case No. C21-01934 (Contra Costa Cnty. Sup. Ct. 2021) (PAGA

1 approval granted on September 28, 2023); *Rodriguez v. Boudreau Pipeline Corporation*,
 2 Case No. CVRI2203480 (Riverside County Sup. Ct. 2022) (PAGA approval on November 2,
 3 2023); *Duenas v. Stremicks Foods*, Case No. 5:22-cv-01039-FLA-SHK (C.D. Cal. 2022)
 4 (final approval granted on November 3, 2023); *Torres v. D/T Carson*, Case No. RIC1821431
 5 (Riverside Cnty. Sup. Ct. 2018) (final approval granted on November 16, 2023); *Gonzales*
 6 *v. LRB Millwork & Casework, Inc.*, Case No. CIVSB2204728 (Santa Barbara Superior
 7 Court 2022) (final approval granted on March 4, 2024); *Mazantini v. Mission Park Health*
 8 *Center LLC*, Case No. 23CV02465 (Santa Barbara Cnty. Sup. Ct.) (PAGA approval granted
 9 on March 6, 2024); *Lopez v. Bay State Milling Company*, Case No. CV2023-0742 (Yolo
 10 County Sup. Ct. 2023) (final approval granted on May 15, 2024); *Ayala v. Mt. Whitney*
 11 *Dairy*, Case No. 23CECG00449 (Fresno Cnty Sup. Ct.) (PAGA approval granted on June 5,
 12 2024); and *Iranrouh v. Highlands Community Charter and Technical Schools*, Case No.
 13 34-2022-00324342 (Sacramento Sup. Ct. 2022) (final approval granted on August 2,
 14 2024); *Nikol Lockett v. Stanford Park Hotel, LLC*, Case No. 24-CIV-01940 (San Mateo Sup.
 15 Ct. 2024) (PAGA approval on January 28, 2025); *Brian Rubio v. Green Knight Security,*
 16 *Inc.*, Case No. 24STCV01923 (Los Angeles Cnty. Sup. Ct.) (PAGA approval on March 12,
 17 2025); *Paula Norton v. Strategic Staffing Solutions-S3, L.L.C.*, Case No. 3:23-cv-06648-
 18 JSC (N.D. Cal) (final approval granted on June 12, 2025); *Palcher v. MG JV, LLC*, et al.,
 19 Case No. 24STCV12991 (Los Angeles Cnty. Sup. Ct.) (PAGA Approval granted July 8, 2025);
 20 *Lorena Ortiz, et al., v. Target Corporation*, Case No. CV2023-0586 (Yolo County Superior
 21 Court 2023) (final approval granted on July 10, 2025); *Ana Molina v. LattCo Services, Inc.*,
 22 Case No. 23CV010964 (Sacramento Cnty. Sup. Ct.) (PAGA Approval granted July 11, 2025);
 23 *Covarrubias v. Medtrans, Inc.*, Case No. 24STCV13023 (Los Angeles Cnty. Sup. Ct.) (PAGA
 24 approval granted on August 5, 2025); *Jenkins v. Beacon Property Management, Co.*, Case
 25 No. CIVSB2417563 (San Bernardino Cnty. Sup. Ct.) (final approval granted on September
 26 10, 2025); *Terrones v. TRB, LLC d/b/a Tin Roof Bistro*, Case No. 24STCV32371 (Los
 27 Angeles Cnty. Sup. Ct.) (PAGA approval granted on September 19, 2025); *Newsome v. Kiva*
 28 *Sales and Services, LLC*, Case No. 23CV035642 (Alameda Sup. Ct. 2023) (PAGA approval

1 granted on September 30, 2025); *Allen v. Ariat International, Inc.*, Case No. 24CV061565
 2 (Alameda Cnty. Sup. Ct.) (PAGA approval granted October 14, 2025); *Antony Monterroso*
 3 *v. Shiki Sushi, Teppan, Grill and Sport Bar, Inc., et al.* (Case No. CIVSB2409818) (San
 4 Bernardino Cnty. Sup. Ct.) (final approval on November 5, 2025); *Quiroz v. Del Sol*
 5 *Harvesting, Inc.*, Case No. 2024CUOE033910 (Ventura Cnty. Sup. Ct.) (PAGA approval
 6 granted on December 17, 2025); *Cohen v. Living Spaces Furniture LLC*, Case No. 30-2020-
 7 01140662-CU-OE-CXC (Los Angeles Sup. Ct. 2020) (final approval granted on January 7,
 8 2026); *Ferry Mendoza v. Baugher Ranch Organics, Inc.*, Case No. 25cv00036 (Glenn
 9 Cnty. Sup. Ct.) (final approval on January 21, 2026); *Johnson v. ASLB, LLC*, Case No.
 10 24STCV13710 (Los Angeles Cnty. Sup. Ct.) (PAGA approval granted on January 30, 2026);
 11 *Martinez-Bravo v. Mike Kelley Construction, Inc., et al.*, Case No. 24CV05385 (Santa
 12 Barbara County Sup. Ct.) (preliminary approval granted on February 18, 2026); *Torres v.*
 13 *Delta Scientific Corp.*, Case No. 24STCV10812 (Los Angeles Cnty. Sup. Ct.) (PAGA approval
 14 on March 2, 2026); *Lalezarian v. Homak Enterprises*, Case No. 24STCV06524 (Los
 15 Angeles Cnty. Sup. Ct.) (preliminary approval granted on April 2, 2026); *Eadie v.*
 16 *Clearman's North Woods Inn, Inc.*, Case No. 25STCV01887 (Los Angeles Cnty. Sup. Ct.)
 17 (preliminary approval granted on April 9, 2026); *Alvarado v. CTOS, LLC*, Case No. BCV-
 18 25-100908 (Kern Cnty. Sup. Ct.) (preliminary approval granted on April 30, 2026);
 19 *Gonzalez v. PNC Management LLC*, Case No. CGC-24-618497 (San Francisco Cnty. Sup.
 20 Ct.) (preliminary approval granted on May 13, 2026); and *Leon v. Diagnostic Pathology*
 21 *Medical Group*, Case No. 25CV003872 100908 (Sacramento Cnty. Sup. Ct.) (preliminary
 22 approval granted on May 22, 2026).

23 5. We are currently prosecuting claims on behalf of class members and/or
 24 aggrieved employees in *Teeba v. California Steel Industries, Inc.*, Case No. CIVSB2313467
 25 (San Bernardino Sup. Ct. 2023) (wage and hour case relating to failure to pay all wages and
 26 provide compliant meal/rest periods); *Gerardo Ramirez v. Garcia's Landscaping*
 27 *Maintenance, Inc.*, Case No. 56-2023-00576200-CU-OE-VTA (Ventura County Superior
 28 Court 2023) (wage and hour case relating to failure to authorize and permit compliant meal

1 and rest periods, unlawful uniform time clock rounding policy, failure to reimburse
 2 business expenses, and failure to pay all wages); *Rodgers v. Brinker Restaurant*
 3 *Corporation*, Case No. CGC-23-608589 (San Francisco County Sup. Ct. 2023) (PAGA
 4 action relating to failure to pay all wages and provide compliant meal/rest periods); *Dorian*
 5 *Laviene v. Urban Flavours*, Case No. 23CV040942 (Alameda Cnty. Sup. Ct.) (wage and
 6 hour case relating to failure to pay all wages and failure to authorize and permit compliant
 7 meal and rest periods); *Ashley Foltz v. Space Exploration Technologies Corp.*, Case No.
 8 23STCV24097 (Los Angeles Cnty. Sup. Ct.) (PAGA matter relating to failure of California's
 9 Equal Pay Act); *Shakora Sanders v. Pacifica Senior Living Management, LLC*, Case No.
 10 37-2023-00047009-CU-OE-CTL (San Diego Cnty. Sup. Ct.) (case relating to illegal
 11 employment medical examinations and pregnancy discrimination); *Alex Mesquita v.*
 12 *California Ammonia Co.*, Case No. STK-CV-UOE-2024-0001136 (San Joaquin Cnty. Sup.
 13 Ct.) (wage and hour case relating to failure to pay all wages and failure to authorize and
 14 permit compliant meal and rest periods); *Alan Garibay v. LA Taco Management, LLC*,
 15 Case No. 24STCV02792 (Los Angeles Cnty. Sup. Ct.) (wage and hour case relating to failure
 16 to pay all wages and failure to authorize and permit compliant meal and rest periods);
 17 *Darryl Hall v. Cepheid*, Case No. 23CV424954 (Santa Clara Cnty. Sup. Ct.) (wage and hour
 18 case relating to failure to pay all wages and failure to authorize and permit compliant meal
 19 and rest periods); *Ronald Robles v. Integrated Demolitions and Remediation, Inc.*, Case
 20 No. 24STCV07208 (Los Angeles Cnty. Sup. Ct.) (wage and hour case relating to failure to
 21 pay all wages and failure to authorize and permit compliant meal and rest periods); *Viera*
 22 *v. Up Real Estate Holding Co.*, Case No. 2024CUOE021511 (Ventura Cnty. Sup. Ct.) (wage
 23 and hour class action case relating to failure to pay all wages and failure to authorize and
 24 permit compliant meal and rest periods); *Dunbarr v. Pacific Drive-Ins, LLC*, Case No. 37-
 25 2024-00025683-CU-OE-CTL (San Diego Cnty. Sup. Ct.) (PAGA Representative Action for
 26 civil penalties arising out of Labor Code violations); *Aguirre v. Shift4 Payments, LLC*, Case
 27 No. C24-01636 (Contra Costa Cnty. Sup. Ct.) (wage and hour class action case relating to
 28 failure to pay all wages and failure to authorize and permit compliant meal and rest

1 periods); *Rodriguez v. Reflechtech, Inc.*, Case No. 23CV010783 (Sacramento Cnty. Sup. Ct.)
2 (wage and hour class action case relating to failure to pay all wages and failure to authorize
3 and permit compliant meal and rest periods); *Payan v. Evolve, LLC*, Case No.
4 CVRI2402353 (Riverside Cnty. Sup. Ct.) (PAGA Representative Action for civil penalties
5 arising out of Labor Code violations); *Patterson v. Advanced Home Health, Inc.*, Case No.
6 24CV018567 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to
7 failure to pay all wages and failure to authorize and permit compliant meal and rest
8 periods); *Quilhuiz v. Sugared + Bronzed, LLC*, Case No. 24STCV20871, (Los Angeles Cnty.
9 Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to
10 authorize and permit compliant meal and rest periods); *Quiroz v. Del Sol Harvesting, Inc.*,
11 Case No. 2024CUOE033910 (Ventura Cnty. Sup. Ct.) (PAGA Representative Action for civil
12 penalties arising out of failure to comply with meal, rest, and cooldown break
13 requirements); *Abalos v. McCampbell Analytical, Inc.*, Case No. CV-24-02882 (Contra
14 Costa Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages
15 and failure to authorize and permit compliant meal and rest periods); *Ramirez v. Bando,*
16 *Inc.*, Case No. 24CU021719C (San Diego Cnty. Sup. Ct.) (wage and hour class action case
17 relating to failure to pay all wages and failure to authorize and permit compliant meal and
18 rest periods); *Norris v. Aristotle Capital Management, LLC*, Case No. 25STCV01883 (Los
19 Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages
20 and failure to authorize and permit compliant meal and rest periods); *Baez-Anzorena v. R.*
21 *& P. Properties, Inc.*, Case No. CU25-00903 (Solano Cnty. Sup. Ct.) (wage and hour class
22 action case relating to failure to pay all wages and failure to authorize and permit compliant
23 meal and rest periods); *McCartney v. Vasko Electric, Inc.*, Case No. 25CV002553
24 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all
25 wages and failure to authorize and permit compliant meal and rest periods); *Morgan v.*
26 *Signant Health Global LLC*, Case No. 4:25-cv-06523-KAW (N.D. Cal) (wage and hour class
27 action case relating to failure to pay all wages and failure to authorize and permit compliant
28 meal and rest periods); *Mateo v. Calex Engineering, Inc.*, Case No. 25STCV01812 (Los

1 Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages
 2 and failure to authorize and permit compliant meal and rest periods); *Rodriguez Jr. v.*
 3 *Chrisp Company*, Case No. 25CV107769 (Alameda Cnty. Sup. Ct.) (wage and hour class
 4 action case relating to failure to pay all wages and failure to authorize and permit compliant
 5 meal and rest periods); *Davidson-Gesser v. Aequor Technologies, LLC*, Case No. 8:25-cv-
 6 00760-FWS-ADS (C.D. Cal) (wage and hour class action case relating to failure to pay all
 7 wages and failure to authorize and permit compliant meal and rest periods); *Cucchiarella*
 8 *v. Ysabel LLC*, Case No. 25STCV27776 (Los Angeles Cnty. Sup. Ct.) (wage and hour class
 9 action case relating to failure to pay all wages and failure to authorize and permit compliant
 10 meal and rest periods); *Rivera v. Power Electronics USA, Inc.*, Case No. 25STCV32325 (Los
 11 Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages
 12 and failure to authorize and permit compliant meal and rest periods); *Aguirre v. Alvarado*
 13 *Restaurant Group LLC*, Case 25STCV11513 (Los Angeles Cnty. Sup. Ct.) (wage and hour
 14 class action case relating to failure to pay all wages and failure to authorize and permit
 15 compliant meal and rest periods); *Pham v. ContinuEM*, Case No. 25STCV35142 (Los
 16 Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages
 17 and failure to authorize and permit compliant meal and rest periods); *Buckley v. Univision*
 18 *Radio Stations Group, Inc.*, Case No. 25CU036607C (San Diego Cnty. Sup. Ct.) (wage and
 19 hour class action case relating to failure to pay all wages and failure to authorize and permit
 20 compliant meal and rest periods); *Malkov v. Labelbox, Inc.*, Case No. 25STCV25687 (Los
 21 Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages
 22 and failure to authorize and permit compliant meal and rest periods); *Garcia v. Reeves,*
 23 *D.D.S. and LaValley, D.D.S., a Dental Corporation*, Case No. 25CV027592 (Sacramento
 24 Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and
 25 failure to authorize and permit compliant meal and rest periods); *Giudici v. East Lawn,*
 26 *Inc.*, Case No. 25CV021657 (Sacramento Cnty. Sup. Ct.) (wage and hour class action case
 27 relating to failure to pay all wages and failure to authorize and permit compliant meal and
 28 rest periods); *Mora v. Maruchan, Inc.*, Case No. 8:25-cv-02378-JWH-ADS (C.D. Cal)

1 (wage and hour class action case relating to failure to pay all wages and failure to authorize
2 and permit compliant meal and rest periods); *Hampton v. California Unified Service*
3 *Providers, LLC.*, Case No. 25STCV36132 (Los Angeles Cnty. Sup. Ct.) (wage and hour class
4 action case relating to failure to pay all wages and failure to authorize and permit compliant
5 meal and rest periods); *Murillo v. Hallmark Aviation Services, L.P.*, Case No.
6 25STCV32130 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to
7 failure to pay all wages and failure to authorize and permit compliant meal and rest
8 periods); *Crocker v. TELUS International AI, Inc.*, Case No. 25STCV33590 (Los Angeles
9 Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and
10 failure to authorize and permit compliant meal and rest periods); *Rivera, Escamilla v. Del*
11 *Taco LLC.*, Case No. CIVRS2603060 (San Bernardino Cnty. Sup. Ct.) (wage and hour class
12 action case relating to failure to pay all wages and failure to authorize and permit compliant
13 meal and rest periods). *Bauer, Flores v. Langham Hotels Pacific Corporation*, Case No.
14 26STCV13816 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to
15 failure to pay all wages and failure to authorize and permit compliant meal and rest
16 periods); *Moreno v. RadNet Management, Inc.*, Case No. 26STCV14234 (Los Angeles Cnty.
17 Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and failure to
18 authorize and permit compliant meal and rest periods); *Jacobs v. International Protective*
19 *Service, Inc.*, Case No. 26STCV04316 (Los Angeles Cnty. Sup. Ct.) (wage and hour class
20 action case relating to failure to pay all wages and failure to authorize and permit compliant
21 meal and rest periods); *Neves v. Williams Tank Lines*, Case No. 26CV010491 (Sacramento
22 Cnty. Sup. Ct.) (wage and hour class action case relating to failure to pay all wages and
23 failure to authorize and permit compliant meal and rest periods); *Cheng, Zhuang v.*
24 *Haidilao Catering (U.S.A.) Inc. Et.al.*, Case No. 26STCV09812 (Los Angeles Cnty. Sup. Ct.)
25 (wage and hour class action case relating to failure to pay all wages and failure to authorize
26 and permit compliant meal and rest periods); *Figueroa v. The Claremont Club LLC.*, Case
27 No. 26STCV12838 (Los Angeles Cnty. Sup. Ct.) (wage and hour class action case relating to
28 failure to pay all wages and failure to authorize and permit compliant meal and rest

1 periods); *Cota v. Marias Holding Corp.*, Case No. 25STCV30639 (Los Angeles Cnty. Sup.
2 Ct.) (wage and hour class action case relating to failure to pay all wages and failure to
3 authorize and permit compliant meal and rest periods); *Marcum v. Blue House Restaurant,*
4 *Inc.*, Case No. CU26-03948 (Solano Cnty. Sup. Ct.) (wage and hour class action case
5 relating to failure to pay all wages and failure to authorize and permit compliant meal and
6 rest periods).

7 6. Our firm has filed five motions for class certification, three of which were
8 contested¹—and prevailed in our certification motion for rest periods violations and
9 derivative penalties on behalf of approximately 1,000 class members in *Torres v. D/T*
10 *Carson* and in our certification motion for unpaid time as a result of rounding in *Mesquita*
11 *v. CALAMCO*.

12 7. I have been named “Rising Stars” by Super Lawyers magazine in each year
13 from 2018 to the present. This is an honor awarded to no more than two and a half percent
14 of attorneys under the age of 40 in California.

15 8. Marisol Contreras is an accredited paralegal and meets the requirements
16 under Bus. & Prof. Code § 6450 to act as a paralegal within the meaning of the Business and
17 Professions Code. Ms. Contreras received her B.A. from California State University
18 Dominguez Hills in 2010. In 2014, she obtained her Certificate in Paralegal Studies at
19 University of California at Los Angeles (“UCLA”) Extension Program. She has over ten years
20 of experience providing legal support for attorneys in a variety of practice areas, including
21 wage and hour and employment. She has been a valued member of King & Siegel LLP since
22 2019 assisting the Firm in filing, prosecuting, and managing class action cases. Since
23 obtaining her certification, she has successfully completed all required hours of mandatory
24 continuing legal education in legal ethics and mandatory required hours of continuing legal
25 education pursuant to Section 6070 of the Bus. & Prof. Code.

26 *Procedural Background and Settlement*

27 ¹ One Motion has not yet been ruled on, and the other two cases were settled the matters
28 shortly after Class Counsel filed the motions.

1 9. Plaintiffs filed a consolidated Class Action Complaint on January 14, 2025, in
2 the Santa Barbara County Superior Court alleging nine class action claims on behalf of
3 themselves and the Class for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
4 Overtime Wages; (3) Failure to Provide Meal Periods or Premium Pay in Lieu Thereof; (4)
5 Failure to Provide Rest Periods or Premium Pay in Lieu Thereof; (5) Failure to Reimburse
6 Necessary Business Expenses; (6) Failure to Provide and Maintain Accurate Records (7)
7 Failure to Pay Wages when Due During Employment and at Separation; (8) PAGA
8 Penalties; and (9) Violation of California's Unfair Competition Law.

9 10. The Parties agreed to attend private mediation to be held on February 14,
10 2025, and further agreed to exchange informal discovery for use at mediation.
11 Subsequently, Defendants provided Plaintiffs, through formal and informal discovery, with
12 productions of data and documents relating to the Class, including aggregate and individual
13 Class Member data, and wage-related and policy documents as part of informal discovery,
14 including per-shift time punch data, plus itemized wage statements, for a 20% sample of
15 the Class. This data contained individual pay rates, job codes, and start and end dates of
16 employment and all compensation, security, payroll, time-keeping, time tracking, and
17 meal/rest period policy-related documents in effect during the relevant period. In addition,
18 Defendants provided Plaintiffs with additional data points regarding the size and
19 composition of the class including the number of current versus former employees, the total
20 workweeks worked by the Class, the number of pay periods within the PAGA Period and
21 other relevant calculations, and information relevant to potential damages, including
22 Defendants' positions as to shifts worked and total pay periods the Class and other
23 aggregate data and information related to their defenses and contentions.

24 11. Class Counsel engaged in extensive factual and legal investigation into the
25 claims, which included (a) numerous telephonic conferences with Plaintiff; (b) inspection
26 and analysis of numerous payroll and policy documents and other information produced
27 by Plaintiff and Defendants; (c) analysis of the legal positions taken by Defendants; (d)
28 investigation into the viability of class treatment of the claims asserted in the operative

1 Complaint; (e) analyses of potential class-wide damages, including information sufficient
2 to understand Defendant's potential defenses to Plaintiffs' class-wide claims; (f) research
3 of the applicable law with respect to the claims asserted in the operative Complaint and the
4 potential defenses thereto; (g) assembly and analysis of data for calculating damages; and
5 (h) hiring the services of an expert to analyze and prepare Defendant's exposure.

6 12. Class Counsel's factual investigation, legal analysis, review of documents,
7 informal discovery, expert analysis, and mediation efforts have been adequate to give the
8 Class Representative and Class Counsel a sound understanding of the merits of the Parties'
9 positions and to evaluate the worth of the claims of the Class. The informal discovery
10 conducted in this Action, and the information exchanged by the Parties before, after, and
11 during the mediation, was sufficient to reliably assess the merits of the respective Parties'
12 positions and to compromise on a fair and equitable basis.

13 13. Class Counsel believes that the Settlement set forth below confers substantial
14 benefits upon the members of the Class. Based on their own independent investigation and
15 evaluation, Class Counsel has determined that the agreed upon settlement terms set forth
16 below are in the best interests of Plaintiffs and the members of the Settlement Class.

17 14. This Court granted preliminary approval of the Settlement on February 18,
18 2026.

19 15. At the time of Settlement, Defendants represented that there were
20 approximately 141 Class Members who worked a total of 10,605 weeks from September 26,
21 2020 through September 7, 2025. That number increased slightly as part of administration
22 by 9 Class Members to 150 who worked a total of 11,288 workweeks.

23 16. After preliminary approval was granted, the Class Administrator, Apex Class
24 Action LLC ("Apex") received data files comprising a Class List from Defendants, which
25 contained Class Members' full names, last known mailing addresses, workweeks, and dates
26 of employment. The Class List provided to Apex contained information for one hundred
27 fifty (150) Class Members. The escalator clause in the Settlement was not triggered as the
28 total number of Class Members and workweeks remained within the 11,666 grace amount.

17. I am unaware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action.

The Settlement Amount

18. The Settlement creates a non-reversionary, guaranteed Gross Settlement Fund of **\$499,000**, which will automatically be disbursed to all 150 participating Class Members after payment of all Court-approved fees and costs, without any need for Class Members to make a claim. All employer-side payroll taxes will be paid by Defendants from outside and in addition to the Fund. Settlement Agmt., ¶ 15.

The Settlement is Fair, Adequate, and Reasonable

Based on the Realistic Range of Damages

19. Class Counsel's full assessment of Defendants' exposure to liability, including a claim-by-claim breakdown and risk analysis, was discussed in detail in the Declaration of Heather Davis in Support of Motion for Preliminary Approval of Class Action Settlement ("MPA Davis Decl.").

20. As detailed in the Declaration of Heather Davis in Support of Preliminary Approval, Defendants' maximum potential damages and penalties recoverable for the Class, before accounting for any associated risks and interest, was **\$5,960,289.00**.²

21. Class Counsel then applied the following discounts on that damages range to arrive at the *risk-adjusted, realistic maximum* exposure as follows:

22. *First*, while Class Counsel disagreed with Defendants' arguments and factual contentions in regard to Plaintiffs' meal period claims, Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, costs and expenses of further litigation, and risks associated with certification and recovery,

² The per claim maximum damages are detailed in the Declaration of Heather Davis in Support of Preliminary Approval at Paragraphs 49-78.

1 associated with this claim. Accordingly, Plaintiffs applied a fifty (50%) discount for risks
2 associated with certification of this claim and a fifty (50%) discount associated with the
3 risks of succeeding on the merits, establishing liability, and proving damages, leaving a
4 resulting value of \$199,246.74. MPA Davis Decl., ¶ 53.

5 23. *Second*, while Class Counsel disagree with Defendants' arguments and factual
6 contentions in regard to Plaintiffs' rest period claims, there were significant risks associated
7 with this claim. Accordingly, a discount of fifty percent (50%) was applied to account for
8 the risks associated with obtaining and maintaining certification and a discount of seventy-
9 five percent (75%) was applied to account for the risks associated with succeeding on the
10 merits, establishing liability, proving the extent of damages and ultimately obtaining this
11 award. This resulted in a risk-based estimate of approximately \$99,623.37. MPA Davis
12 Decl., ¶ 55.

13 24. *Third*, Plaintiffs similarly disagreed with Defendants' contentions in regard
14 to their minimum wage and overtime claims but acknowledged that claims regarding off-
15 the-clock work involve substantial challenges in obtaining and maintaining class
16 certification, establishing liability and providing damages, in light of potential
17 individualized issues and the lack of records. Accordingly, Class Counsel discounted their
18 initial valuation of this claim by 50% to account for risks regarding certification and 75%
19 for the risks associated with succeeding on the merits, establishing liability, proving the
20 extent of damages and ultimately obtaining this award. This resulted in a risk-based
21 estimate of approximately \$24,504.18 with respect to these claims. MPA Davis Decl., ¶ 59.

22 25. *Fourth*, in regard to Plaintiffs' unreimbursed expenses claims, employees
23 were unlikely to have incurred more than \$50.00 in unreimbursed business expenses or
24 approximately \$7,050.00 during the Class Period. Class Counsel then discounted this
25 amount by 50% for issues relating to certification and 75% for issues pertaining to the
26 merits, establishing liability, proving damages and ultimately obtaining an award. This
27 resulted in a risk-based adjustment of \$881.25 for this claim. MPA Davis Decl., ¶ 60.

28 26. *Fifth*, in regard to Plaintiffs' demands for waiting time penalties, even if

1 Plaintiffs prevailed on their underlying off-the-clock claims, they would still be required to
2 demonstrate that Defendants' violations of Labor Code § 203 were willful violations, a
3 difficult prospect. Accordingly, Class Counsel discounted their initial valuation of this claim
4 by 50% to account for risks regarding certification and 75% for the risks associated with
5 succeeding on the merits, establishing liability, proving the extent of damages, and
6 ultimately obtaining this award. This resulted in a risk-based estimate of approximately
7 \$67,267.20 with respect to these claims. MPA Davis Decl., ¶ 62.

8 27. *Sixth*, similarly in regard to inaccurate wage statement penalties, while Class
9 Counsel does not agree with Defendants' contentions, in light of the risks raised by
10 Defendants, Class Counsel discounted their initial valuation 50% for risks pertaining to
11 certification and 75% for risks pertaining to the merits, establishing liability, proving the
12 extent of damages, and obtaining this award. This resulted in a risk-based adjustment of
13 \$39,500.00 for this claim. MPA Davis Decl., ¶ 64.

14 28. *Finally*, Class Counsel considered that Defendants could argue that the
15 imposition of civil penalties based on the same facts and circumstances that Plaintiffs
16 sought to recover wages for could also be considered unjust, arbitrary and oppressive, or
17 confiscatory if the maximum penalties were imposed on top of and based on the same facts
18 as a judgement relating to the class claims. MPA Davis Decl., ¶ 73.

19 29. Based on the violations alleged, Class Counsel estimated non-duplicative
20 PAGA penalties in this matter would amount to approximately \$1,890,969.00. However,
21 my office took into consideration the arguably arbitrary nature of assessing such penalties
22 on a weekly rather than biweekly basis and applied a 50% discount. Next my office applied
23 a discount of 50% was applied to account for the risks associated with establishing
24 manageability and a discount of 50% was applied to account for the risks associated with
25 succeeding on the merits, establishing liability, and proving the extent of penalties that are
26 warranted. Finally, my office discounted the remaining penalties an additional 75% in light
27 of the unique risks to PAGA including the likely discretionary reduction of penalties by the
28 Court given the circumstances of the Action and the interrelated nature of the alleged

1 claims. This brought the relative value of the PAGA claim to approximately \$59,092.78.
2 MPA Davis Decl., ¶ 74.

3 30. Class Counsel did not separately value Plaintiffs' claim for violation of
4 California Business and Professions Code section 1700. California Business and Professions
5 Code section 17208 extends the statute of limitations on Plaintiffs' other allegations, which
6 qualify as unfair business practices, to four (4) years and Plaintiffs have incorporated this
7 expanded statute of limitations in considering the potential damages associated with
8 Plaintiffs' other claims. Plaintiffs did not separately value the injunctive relief associated
9 with this claim or potential equitable relief that was more directly sought through other
10 claims. MPA Davis Decl., ¶ 75.

11 31. Based on these factors, I therefore submit that the Settlement is fair,
12 reasonable, and adequate. The Settlement is in the best interest of the Class Members and
13 is within the accepted range of recoveries for this type of litigation given the inherent risk
14 of litigation, the risk of obtaining and maintaining class certification, and the costs of
15 further litigation.

16 32. Based on these risk factors, Class Counsel calculated Defendants' risk-
17 adjusted, *realistic maximum* exposure for all the Class's claims and penalties as
18 approximately \$490,115.52.³

19 33. The Settlement, which secures over 100% of this realistic maximum value, is
20 a clear win for the Class and well within the zone of reasonableness.

21 34. The resulting Settlement took those risks and others into account before
22 arriving at the non-reversionary Gross Settlement Amount of \$499,000.

23 35. Based on thorough examination and investigation of the facts and law relating
24 to Plaintiffs' claims on behalf of the Settlement Class, Class Counsel believes the Settlement
25 is in the best interest of the Class. Class Counsel's extensive factual and legal investigation,
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27
28 ³ Class Counsel's detailed risk analysis is contained in the Declaration of Heather Davis in
Support of Preliminary Approval at Paragraphs 49-78.

1 combined the informal discovery in this action, sufficiently informed Class Counsel about
2 the strengths and weaknesses of Plaintiffs' claims, as well as Defendants' defenses, and
3 allowed Plaintiffs and Class Counsel to conduct an informed, fair, and objective evaluation
4 of the value and risks of continued litigation before reaching Settlement.

5 36. As confirmed by the Class's acceptance of the Settlement, the Settlement is a
6 very strong result for the Class. The reaction of Class Members to the Settlement has been
7 one of *overwhelming* support for the Settlement: zero Class Members have objected to the
8 Settlement, and zero Class Member have requested exclusion (a participation rate of 100%).
9 Botero Decl., at ¶¶ 11-13.

10 37. The GSA of \$499,000 achieves a result that is higher than the zone of
11 reasonableness given Defendants' realistic maximum exposure for the Class's claims. *See*
12 *Ma v. Covidien Holding, Inc.*, 2014 WL 360196, at *5 (C.D. Cal. Jan. 31, 2014) (finding a
13 settlement that is 9.1% of the total value of the action is within the range of reasonableness),
14 citing *Linney v. Cellular Alaska Partnership*, 151 F. 3d 1234, 1242 (9th Cir. 1998).

15 38. While litigation could have resulted in more damages and penalties, it also
16 could have resulted in fewer (including the potential for *no* recovery for the Class). The
17 Settlement eliminates any risk of a lesser or zero recovery for the Class, and further
18 eliminates the costs and risks inherent in continued litigation and appeals.

19 39. As detailed in Plaintiffs' Motion for Preliminary Approval, Class Counsel
20 engaged in extensive factual and legal investigation into the claims, which included (a)
21 numerous telephonic conferences with Plaintiffs; (b) inspection and analysis of numerous
22 payroll and policy documents and other information produced by Plaintiffs and
23 Defendants; (c) analysis of the legal positions taken by Defendants; (d) investigation into
24 the viability of class treatment of the claims asserted in the operative Complaint; (e)
25 analyses of potential class-wide damages, including information sufficient to understand
26 Defendant's potential defenses to Plaintiffs' class-wide claims; (f) research of the applicable
27 law with respect to the claims asserted in the operative Complaint and the potential
28 defenses thereto; (g) assembly and analysis of data for calculating damages; (h) hiring the

1 services of an expert to analyze and prepare Defendant' exposure; and (i) working in
2 coordination with three law firms in support of mediation and class claim prosecution.

3 40. The informal discovery conducted in this Action, including information
4 exchanged by the Parties before, after, and during the mediation, was fulsome and sufficient
5 to reliably assess the merits of the respective Parties' positions and to compromise on a fair
6 and equitable basis in light of the strengths and weaknesses of each Parties' claims and
7 defenses. Class Counsel's factual investigation, legal analysis, review of documents,
8 informal discovery, expert analysis, and mediation efforts have been adequate to give the
9 Class Representative and Class Counsel a sound understanding of the merits of the Parties'
10 positions and to evaluate the worth of the Class's claims.

11 41. In coming to a determination that this Settlement was fair and reasonable and
12 in the best interests of the Class, Plaintiffs took into consideration the merits of the action
13 on balance with the risk of the court not certifying the class; the risk of a finding that
14 Defendants provided compliant meal and rest break opportunities and/or implemented
15 compliant practices; the risk of otherwise not prevailing on the merits; the risk of the court
16 not awarding wage statement penalties, waiting time penalties, and/or other civil or PAGA
17 penalties based on a lack of willfulness or difficulties in establishing bad faith; and other
18 potential defenses of Defendants on the merits; as well as these same risks on appeal. If
19 Defendants prevailed on these defenses, the claims of the Class would potentially be worth
20 little to nothing.

21 42. Based on their own independent investigation and evaluation, Class Counsel
22 has determined that the Settlement set forth in the Settlement Agreement is fair and
23 reasonable and is in the best interests of the Class Members. Class Counsel believe that the
24 Settlement confers substantial benefits upon the Class Participants, and that an
25 independent review of the Settlement Agreement by the Court during the approval process
26 will confirm this conclusion.

27 43. Class Counsel also took into account the value of an immediate and
28 guaranteed Settlement against the delay and uncertainty that would occur if the Class's

1 claims were to be heard at trial, extended by any potential appeals. By contrast, the
2 Settlement will yield a *prompt, certain, and substantial* recovery for Class Members, which
3 also benefits the Parties and the Court.

4 *The Attorneys' Fees and Costs Requests are Reasonable*

5 44. Per the terms of the Settlement Agreement, Plaintiffs and Class Counsel are
6 requesting thirty-five percent (35%) of the GSA, i.e., \$174,650, in attorneys' fees.

7 45. The attorneys' fee award of 35% of the settlement fund is reasonable
8 considering the experience of Class Counsel in wage-and-hour cases, including class actions,
9 the legal expertise required to litigate this case and negotiate this Settlement, and the
10 amount of actual time that Class Counsel has dedicated to this case and the salutary effect
11 of the lawsuit on Defendants' policies and practices with respect to the Labor Code
12 violations alleged in the Complaint. The attorneys' fees sought are comparable to attorneys'
13 fee awards granted in comparable cases.

14 46. In my experience litigating wage and hour class action matters similar to this
15 one, fee awards generally average around one-third of the gross recovery. My experience in
16 matters similar to this one was integral in evaluating the strengths and weaknesses of this
17 case and the reasonableness of the Settlement. Practice in the field of wage and hour and
18 class action litigation requires skill and knowledge concerning the rapidly evolving fields of
19 substantive state and federal law, as well as the procedural law of class action litigation.

20 47. My law firm maintained contemporaneous records of all its hours worked on
21 this case by billing our attorneys' time in increments of one-tenth (1/10) of an hour into an
22 electronic timekeeping system. I access the timekeeping system regularly to assess the
23 number of attorney, paralegal, and legal assistant hours worked for each case that my law
24 firm handles. I relied on these timekeeping records for this case to prepare this declaration.
25 True and correct copies of the contemporaneous records of all hours worked on this matter
26 are attached as **Exhibit D**.

27 48. The following is a summary of the number of hours worked on this matter by
28

attorneys and paralegals at King & Siegel and their hourly rates.⁴ These rates are the reasonable and usually hour rate charged by the attorneys at King & Siegel LLP who work on class action and other employment matters.

Name	Current Rate⁵	Hours	Pre-Multiplier Lodestar
Elliot J. Siegel (Partner)	\$900/hr	50.6	\$45,540.00
Marisol Contreras (Paralegal)	\$250/hr	11	\$2,750.00
Total Lodestar		61.6	\$43,995.00

1. The hours worked by King & Siegel can be generally categorized as follows:

a. Case Investigation and Pleadings:

Class Counsel spent approximately 28.2 hours on the initial case investigation and initiation, including drafting, revising, and filing the Class Action Complaint(s) and PAGA letter; investigating the Class's claims, conducting research regarding the adequacy of the claims pre-filing and pre-amendment, interviewing the Named Plaintiff Martinez-Bravo regarding the factual allegations behind the Class's claims and Complaint, and attending status conferences and other court appearances during the lifespan of this Action.

b. Informal Discovery, Mediation, and Settlement:

Class Counsel spent approximately 23.4 hours preparing a mediation brief, reviewing our expert's damages calculations, inspecting and reviewing the

⁴ I have not included in any lodestar hours worked by administrative and legal assistants.

⁵ Under longstanding law, Class Counsel are entitled to use their current billing rate across the length of the litigation. *See, e.g., Gates v. Deukmejian*, 987 F.2d 1392, 1406 (9th Cir. 1992) ("We long have recognized that district courts have the discretion to compensate prevailing parties for any delay in the receipt of fees by awarding fees at current rather than historic rates in order to adjust for inflation and loss of the use funds.").

documents produced in response to informal discovery requests from Defendants, including but not limited to per-shift time punch and rounded time data, plus itemized wage statements, for the entirety of the direct-hire portion of the Class, all compensation, security, payroll, time-keeping, time tracking, and meal/rest period policy-related documents, communicating with Class Counsel's expert, attending an all-day mediation, negotiating, drafting, and revising the Memorandum of Understanding followed by the Settlement Agreement, communicating with Named Plaintiff Martinez-Bravo regarding the mediation, MOU, and Settlement, and other related work necessary to settle this Action, including corresponding with opposing counsel and obtaining bids for the settlement administration process.

c. Hearings, Approval, and Settlement Administration:

Class Counsel has spent approximately 10 hours drafting and revising the Motion for Preliminary Approval (including supporting documents and declarations), preparing for and attending the hearing on the Motion for Preliminary Approval, preparing communicating with the Settlement Administrator regarding the notice and settlement administration process, communicating with Class Members regarding questions about the notice and settlement process; communicating with the Class Administrator and Defense Counsel regarding the Class Member data, administration, reviewing calculations regarding Class settlement distribution, and drafting and revising the Motion for Final Approval (including supporting documents and declarations).

49. These hours do not include an estimated 15 additional hours to be spent for preparing and attending the Final Approval Hearing, oversight of post-approval settlement administration, including distribution of funds, filing a final status report, and attending the final compliance hearing.

50. My Firm's proposed hourly rates, ranging from \$900 to \$250, are reasonable

1 in light of our respective skills, wage and hour class action experience, reputation, and fee
2 awards to other attorneys of similar experience in Southern California, which can range
3 anywhere from \$250 per hour to over \$1,000 per hour. Our hourly rate is in line with the
4 Laffey Matrix, a true and correct copy of which is attached hereto as **Exhibit A**, the 2015
5 National Law Journal Survey of Billing Rates in California, a true and correct copy of
6 which is attached hereto as **Exhibit B-1**, and the 2025 Real Report, section on
7 Employment Law, by Wolters Kluwer, a true and correct copy of which is attached hereto
8 as **Exhibit B-2**; *see also Pazandeh v. Yamaha Corp. of Am.*, No.
9 SACV1601849JVSDFMX, 2018 WL 1406706, at *1 (C.D. Cal. Feb. 12, 2018) (“Thus, the
10 Court finds that the rates of \$595 to \$455 per hour for partner work, \$325 per hour for
11 associate work, and \$235 to \$200 per hour for paralegal work are reasonable.”); *In re*
12 *High- Tech Employee Antitrust Litig.*, 2015 WL 5158730, at *9 (N.D. Cal. Sept. 2, 2015)
13 (finding reasonable “billing rates for partners [that] range from about \$490 to \$975 ...
14 billing rates for non-partner attorneys, including senior counsel, counsel, senior
15 associates, associates, and staff attorneys, [that] range from about \$310 to \$800, with
16 most under \$500 ... [and] billing rates for paralegals, law clerks, and litigation support
17 staff [that] range from about \$190 to \$430, with most in the \$300 range.”).

18 51. The rate for our office’s paralegal, Marisol Contreras, of \$250 per hour is
19 reasonable and she is an accredited paralegal under Bus. & Prof. Code § 6450. Ms.
20 Contreras received her B.A. from California State University Dominguez Hills in 2010. In
21 2014, she obtained her Certificate in Paralegal Studies at University of California at Los
22 Angeles (“UCLA”) Extension Program. She has over seven years of experience providing
23 legal support for attorneys in a variety of practice areas, including wage and hour and
24 employment. She has been a valued member of King & Siegel LLP since 2018 assisting the
25 Firm in filing, prosecuting, and managing class action cases. Since obtaining her
26 certification, she has successfully completed all required hours of mandatory continuing
27 legal education in legal ethics and mandatory required hours of mandatory continuing legal
28 education pursuant to Section 6070 of the Bus. & Prof. Code.

1 52. Given the expertise, skill, and strong result achieved for the Settlement Class
2 by Class Counsel, the requested rates for Class Counsel, their current billing rates are
3 reasonable. Additionally, Class Counsel's billing rates have been accepted as part of lodestar
4 cross-checks in numerous prior class actions where King & Siegel LLP served as Class
5 Counsel.

6 53. Class Counsel took this case on contingency and has worked nearly two years
7 without compensation in this matter. Given the potential for adverse outcomes in this
8 Action, including, but not limited to losing on class certification or on the merits, the
9 contingent risk taken on by Class Counsel was substantial. There was a real risk that Class
10 Counsel would not be compensated for their work because they handled this matter on a
11 purely contingent basis. Plaintiff Martinez-Bravo was not responsible for paying attorneys'
12 fees; thus Class Counsel could only recover attorneys' fees if the litigation was successful.

13 54. Further, Class Counsel ran the risk of recovering nothing, despite spending
14 over \$5052.00 in costs. **Appendix 1** provides an explanation of these costs by category,
15 which includes but is not limited to: filing fees, mailing fees, service fees, mediation costs,
16 and hearing attendance costs. A true and correct copies of invoices and receipts are attached
17 as **Exhibit C**.

18 55. Class Counsel's respective firms have only a finite amount of time to work up
19 and litigate their cases. By taking on this matter, Class Counsel necessarily passed on other
20 engagements, both contingent and hourly. As of the date of the hearing on final approval,
21 Class Counsel will have worked on and litigated this case for more than 2 years, devoting
22 over 61 hours to the matter.

23 56. Not a single Settlement Class Member nor the LWDA has objected to Class
24 Counsel's request for fees in the amount of \$174,650.00 after receiving notice of that
25 request—further supporting the appropriateness of the requested fee award. Botero Decl.,
26 ¶ 12.

1 57. Further, not a single Settlement Class Member objected to payment of Class
2 Counsel's costs after being informed that such costs could be as high as \$35,000. Botero
3 Decl., ¶ 12.

4 *The Class Representative Enhancement Award is Fair and Appropriate*

5 58. Named Plaintiffs request receipt of payment of an enhancement award from
6 the non-reversionary GSA in the amounts of \$15,000 for Mr. Martinez-Bravo and \$10,000
7 for Mr. Joya Estrada, in addition to the share of the Net Settlement Amount they are
8 otherwise entitled to receive as Participating Class Members. The proposed enhancement
9 awards are reasonable compensation given the time and effort that Plaintiffs devoted to this
10 case; the valuable assistance they provided to Class Counsel; and the fact that they came
11 forward to bring this case on behalf of 150 other employees despite the potential public
12 disapproval they risked, and because they entered into a general release of claims that is
13 broader than the release entered into by the Class.

14 59. Finally, after receiving Notice of the proposed enhancement award to Named
15 Plaintiffs, no Settlement Class Members objected to the amount.

16 *Notice of Settlement of PAGA Claim*

17 60. On April 24, 2024, Plaintiff Martinez-Bravo gave notice to the LWDA and
18 Defendants of their intent to file suit and bring representative claims for civil penalties
19 under the Private Attorney General Act ("PAGA") based on the causes of action alleged in
20 this lawsuit.

21 61. Class Counsel provided notice of the Settlement to the LWDA on March 2,
22 2026. Class Counsel also provided notice of Plaintiffs' Motion for Preliminary Approval on
23 December 11, 2025, and this Motion to LWDA through their online portal as of the date of
24 this Declaration. *See* Proofs of Submission and Proof of Service attached as **Exhibits E1-**
25 **E3.**

26 62. The LWDA did not respond to or object to the Settlement or preliminary
27 approval order, and has given its tacit approval to the Settlement through its non-response
28 to these notices provided by Plaintiffs.

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

Executed on June 1, 2026 in the county of Los Angeles, California.

By: /s/ Elliot J. Siegel
Elliot J. Siegel

Appendix 1

<u>DATE</u>	<u>EXPENSE</u>	<u>DESCRIPTION</u>	<u>Amount</u>
6/27/2025	Mediation	Mediation Fee	\$2,667.00
1/31/2025	Filing	Filing of Proof of Service of Summons/Complaint	\$22.20
1/14/2025	Filing	Filing of Consolidated Class Action Complaint	\$22.20
1/14/2025	Filing	Filing of Consolidated Class Action Complaint + Courtesy Copy	\$85.00
1/3/2025	Filing	Filing of Case Management Statement	\$20.20
1/3/2025	Filing	Filing of Case Management Statement + Courtesy Copy	\$75.00
10/4/2024	Service	Service of Complaint on Blake Kelley	\$40.00
10/4/2024	Service	Service of Complaint on Blake Kelley	\$40.00
10/4/2024	Service	Service of Complaint on Mike Kelley Construction, Inc.	\$85.00
10/4/2024	Service	Service of Complaint on Mike Kelley Construction, Inc.	\$85.00
9/26/2024	Filing	Filing of Class Action Complaint + Complex Fee	\$1,455.20
9/26/2024	Filing	Filing of Individual Complaint	\$455.20
TOTAL			\$5,052.00

Exhibit A

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}$ 4-7" on June 1, 1999, and tier $i_{\frac{1}{2}}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit B-1



2015 NLJ Billing Survey

Source: National Law Journal

Category: National Law Journal

ALM Legal Intelligence, in association with The National Law Journal, reached out to law firms to provide a range of hourly billing rates for partners, associates, of counsel, and paralegals. For firms that did not report their rates to ALJ directly, in many cases we were able to supplement rate data derived from public records. This year, we have anonymized the rates and broken the data out by firm size and region.

Hourly Billing Rates for 2015

	High	Low	Median	High	Low	Median	High	Low	Median	High	Low	Median
Overall Hourly Rates	\$1,295	\$90	\$395	\$950	\$50	\$350	\$1,120	\$125	\$350	\$325	\$25	\$125

Rates by Firm Size

1 - 25 lawyers	\$1,080	\$90	\$350	\$950	\$90	\$300	\$645	\$125	\$350	\$325	\$25	\$115
26 - 150 lawyers	\$1,050	\$190	\$480	\$900	\$100	\$300	\$620	\$225	\$393	\$305	\$75	\$173
151 or more lawyers	\$1,295	\$100	\$595	\$975	\$125	\$325	\$1,120	\$270	\$610	\$325	\$35	\$220

Rates by State

AL	\$725	\$200	\$375	\$375	\$175	\$300	\$495	\$290	\$393	n/a	n/a	n/a
AZ	\$150	\$125	\$375	\$750	\$750	\$250	\$750	\$250	\$300	\$250	\$75	\$125
CA	\$1,080	\$200	\$495	\$950	\$300	\$350	\$595	\$175	\$450	\$325	\$25	\$150
CO	\$893	\$350	\$443	\$642	\$150	\$325	\$400	\$325	\$363	\$285	\$75	\$158
CT	\$1,200	\$295	\$350	\$625	\$175	\$350	\$550	\$325	\$438	\$290	\$75	\$100
DC	\$1,095	\$975	\$1,035	\$655	\$350	\$375	\$775	\$275	\$750	n/a	n/a	n/a
DE	\$1,050	\$295	\$650	\$850	\$260	\$388	\$525	\$260	\$275	\$305	\$125	\$235
FL	\$625	\$175	\$375	\$525	\$100	\$300	n/a	n/a	n/a	\$255	\$65	\$123
GA	\$900	\$250	\$358	\$450	\$110	\$275	\$250	\$240	\$245	\$160	\$50	\$120
IL	\$985	\$200	\$420	\$710	\$150	\$300	\$1,120	\$395	\$430	\$215	\$75	\$120
IN	\$400	\$250	\$305	\$400	\$200	\$275	\$300	\$225	\$295	\$220	\$90	\$100
KY	\$340	\$200	\$290	\$350	\$200	\$275	n/a	n/a	n/a	\$150	\$75	\$105
LA	\$575	\$150	\$333	\$500	\$100	\$250	\$425	\$200	\$350	\$285	\$45	\$83
MA	\$650	\$300	\$475	\$500	\$260	\$350	n/a	n/a	n/a	n/a	n/a	n/a
MD	\$560	\$250	\$363	\$580	\$150	\$325	\$350	\$250	\$275	\$280	\$75	\$125
MI	\$375	\$190	\$265	\$400	\$125	\$275	n/a	n/a	n/a	\$125	\$75	\$103
NC	\$675	\$250	\$425	\$435	\$150	\$275	n/a	n/a	n/a	\$180	\$75	\$110
NJ	\$980	\$250	\$400	\$400	\$150	\$298	\$565	\$225	\$325	\$195	\$65	\$120
NM	n/a	n/a	n/a	\$350	\$175	\$200	n/a	n/a	n/a	n/a	n/a	n/a
NV	\$450	\$295	\$375	\$500	\$200	\$325	n/a	n/a	n/a	\$240	\$75	\$152
NY	\$1,295	\$100	\$420	\$975	\$90	\$350	\$930	\$250	\$573	\$325	\$60	\$130
OH	\$545	\$250	\$313	\$330	\$155	\$250	n/a	n/a	n/a	\$135	\$85	\$100
OR	\$485	\$315	\$370	\$325	\$230	\$300	\$450	\$310	\$380	\$220	\$145	\$185
PA	\$875	\$200	\$350	\$565	\$86	\$257	\$440	\$300	\$325	\$325	\$75	\$105
PR*	\$300	\$100	\$200	\$350	\$100	\$200	\$250	\$125	\$188	\$150	\$45	\$75
TN	\$735	\$225	\$300	\$350	\$150	\$250	\$300	\$270	\$300	\$150	\$50	\$90
TX	\$925	\$90	\$395	\$650	\$150	\$298	\$740	\$225	\$320	\$290	\$35	\$100
VA	\$545	\$220	\$335	\$495	\$545	\$295	\$400	\$300	\$350	\$325	\$75	\$95
WA	\$965	\$275	\$460	\$375	\$150	\$350	n/a	n/a	n/a	\$215	\$125	\$143
WI	\$595	\$560	\$578	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

n/a: data not available
 *Puerto Rico is a U.S. Territory

Exhibit B-2



ELM Solutions

2025 Real Rate Report[®] powered by LegalVIEW[®] DynamicInsights

The industry's leading
analysis of law firm rates,
trends, and practices

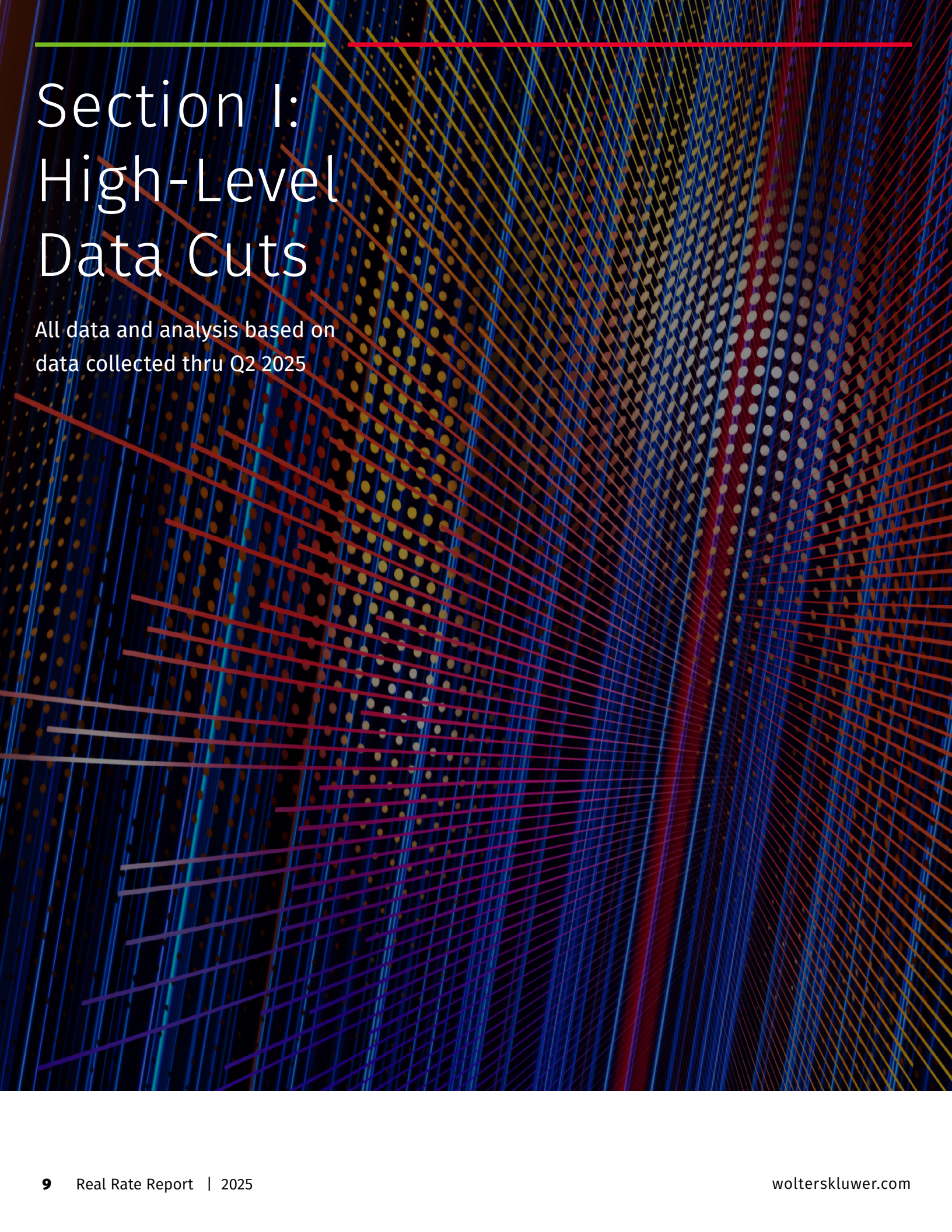
Real Rate Report Overview

Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.



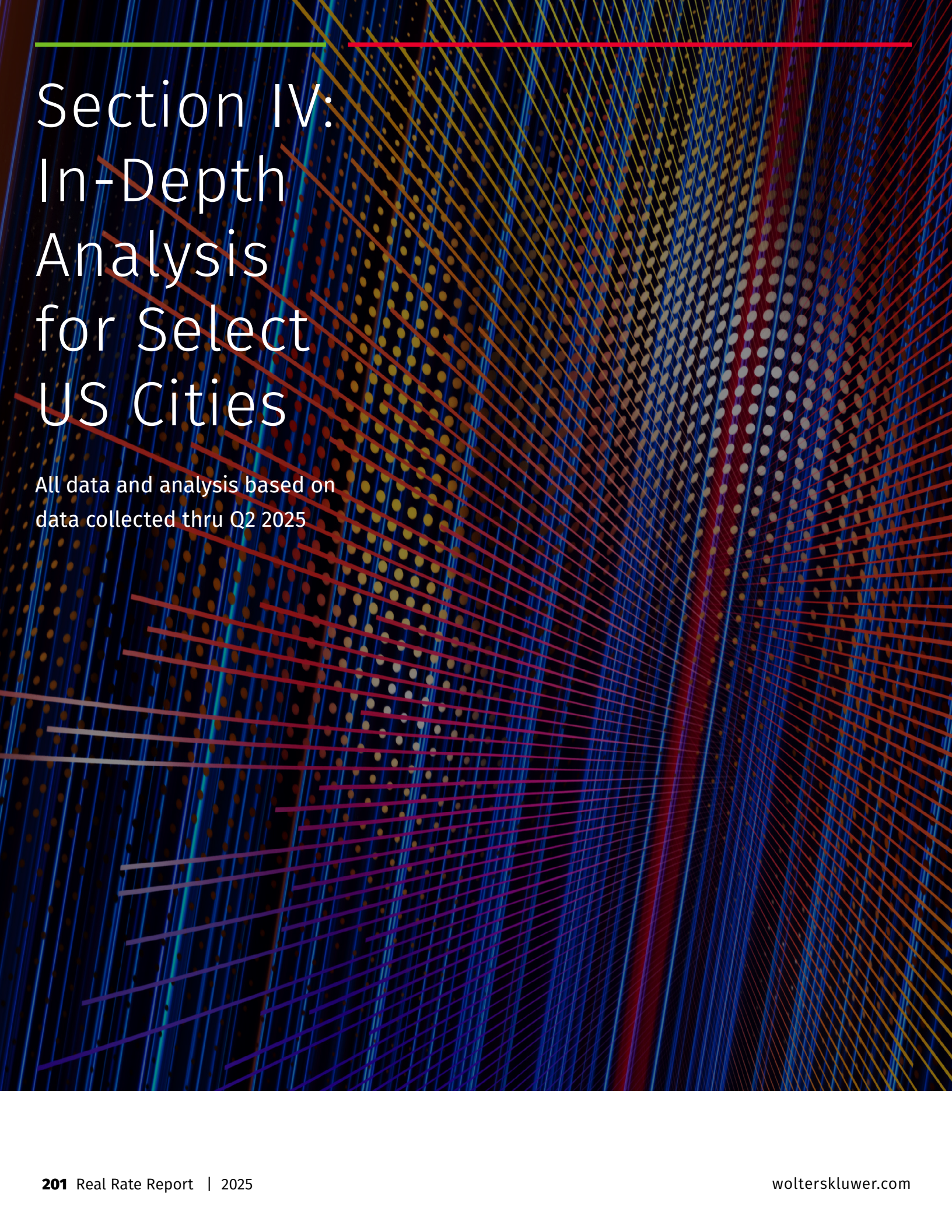
Section I: High-Level Data Cuts

All data and analysis based on
data collected thru Q2 2025

Section I: High-Level Data Cuts

Cities
By Matter Type

2025 Real Rates for Associate and Partner							Trend Analysis - Mean		
City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Los Angeles CA	Litigation	Partner	289	\$519	\$875	\$1,334	\$984	\$945	\$866
		Associate	229	\$461	\$700	\$1,041	\$763	\$736	\$687
	Non-Litigation	Partner	335	\$515	\$950	\$1,377	\$1,002	\$1,005	\$949
		Associate	312	\$504	\$740	\$959	\$759	\$744	\$681
Memphis TN	Litigation	Partner	13	\$313	\$352	\$420	\$353	\$358	\$334
Miami FL	Litigation	Partner	59	\$300	\$485	\$658	\$502	\$537	\$491
		Associate	34	\$225	\$376	\$475	\$361	\$366	\$359
	Non-Litigation	Partner	140	\$195	\$550	\$800	\$569	\$590	\$623
		Associate	101	\$175	\$263	\$481	\$356	\$404	\$411
Milwaukee WI	Litigation	Partner	13	\$275	\$432	\$625	\$497	\$469	\$493
	Non-Litigation	Partner	21	\$400	\$510	\$650	\$540	\$600	\$520



Section IV: In-Depth Analysis for Select US Cities

All data and analysis based on
data collected thru Q2 2025

Section IV: In-Depth Analysis for Select US Cities

Los Angeles, CA

By Detailed Practice Area and Firm Size

2025 - Real Rates for Associate and Partner

Trend Analysis - Mean

Practice Area	Firm Size	Role	n	First Quartile	Median	Third Quartile	2025	2024	2023
Corporate: Regulatory and Compliance	501-1,000 Lawyers	Associate	12	\$735	\$848	\$901	\$854	\$867	\$811
	More Than 1,000 Lawyers	Associate	11	\$673	\$780	\$1,031	\$857	\$805	\$802
Employment and Labor: Other	More Than 1,000 Lawyers	Partner	10	\$1,245	\$1,317	\$1,479	\$1,361	\$1,136	\$1,076
		Associate	10	\$566	\$675	\$994	\$807	\$754	\$708
Finance and Securities: Loans and Financing	501-1,000 Lawyers	Partner	17	\$879	\$1,068	\$1,301	\$1,201	\$1,157	\$1,063
Insurance Defense: Auto and Transportation	50 Lawyers or Fewer	Partner	43	\$240	\$255	\$296	\$315	\$295	\$308
	51-200 Lawyers	Partner	10	\$240	\$265	\$273	\$258	\$264	\$271
		Associate	15	\$183	\$195	\$236	\$205	\$217	\$214
Intellectual Property: Patents	501-1,000 Lawyers	Associate	15	\$871	\$1,020	\$1,256	\$1,028	\$953	\$912
	More Than 1,000 Lawyers	Associate	11	\$731	\$1,020	\$1,138	\$974	\$969	\$800



Section VII: Data Methodology

All data and analysis based on
data collected thru Q2 2025

Appendix: Data Methodology

Invoice information

Data in DynamicInsights is taken from invoice line-item entries contained in invoices received and approved by participating companies through Wolters Kluwer. Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System (UTBMS) code set, task codes, and activity codes
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-invoice information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in DynamicInsights have been mapped to one of 12 practice areas, further divided into sub-areas and litigation/non-litigation.

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, of counsel, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments. The years-of-experience for timekeepers is populated from data submitted by vendors within ELM Solutions systems and supplemented by available data from Martindale-Hubbell.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Throughout the report, we have used city names to refer to CBSA and consistently used the principal city in the CBSA to refer to the entire area. The following are the shorthand city names used in this report and the corresponding CBSA designations, as defined by the OMB.

Principal City	CBSA Name
Akron, OH	Akron, OH
Albany, NY	Albany-Schenectady-Troy, NY
Albuquerque, NM	Albuquerque, NM
Atlanta, GA	Atlanta-Sandy Springs-Alpharetta, GA
Austin, TX	Austin-Round Rock-Georgetown, TX
Baltimore, MD	Baltimore-Columbia-Towson, MD
Baton Rouge, LA	Baton Rouge, LA
Beaumont, TX	Beaumont-Port Arthur, TX
Billings, MT	Billings, MT
Birmingham, AL	Birmingham-Hoover, AL
Boise, ID	Boise, ID
Boston, MA	Boston-Cambridge-Newton, MA-NH
Bridgeport, CT	Bridgeport-Stamford-Norwalk, CT
Brownsville, TX	Brownsville-Harlingen, TX
Buffalo, NY	Buffalo-Cheektowaga, NY
Burlington, VT	Burlington-South Burlington, VT
Cape Coral, FL	Cape Coral-Fort Myers, FL
Charleston, SC	Charleston-North Charleston, SC
Charleston, WV	Charleston, WV
Charlotte, NC	Charlotte-Concord-Gastonia, NC-SC
Chicago, IL	Chicago-Naperville-Elgin, IL-IN-WI
Cincinnati, OH	Cincinnati, OH-KY-IN
Cleveland, OH	Cleveland-Elyria, OH
Columbia, SC	Columbia, SC
Columbus, OH	Columbus, OH
Dallas, TX	Dallas-Fort Worth-Arlington, TX
Dayton, OH	Dayton-Kettering, OH
Denver, CO	Denver-Aurora-Lakewood, CO
Des Moines, IA	Des Moines-West Des Moines, IA
Detroit, MI	Detroit-Warren-Dearborn, MI
El Paso, TX	El Paso, TX
Fresno, CA	Fresno, CA
Grand Rapids, MI	Grand Rapids-Kentwood, MI
Greenville, SC	Greenville-Anderson, SC
Gulfport, MS	Gulfport-Biloxi, MS

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Harrisburg, PA	Harrisburg-Carlisle, PA
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Huntsville, AL	Huntsville, AL
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Knoxville, TN	Knoxville, TN
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Macon, GA	Macon-Bibb County, GA
Madison, WI	Madison, WI
Manchester, NH	Manchester-Nashua, NH
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Missoula, MT	Missoula, MT
Montgomery, AL	Montgomery, AL
Morgantown, WV	Morgantown, WV
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Oxnard, CA	Oxnard-Thousand Oaks-Ventura, CA
Pensacola, FL	Pensacola-Ferry Pass-Brent, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV
Richmond, VA	Richmond, VA
Riverside, CA	Riverside-San Bernardino-Ontario, CA
Roanoke, VA	Roanoke, VA
Rochester, NY	Rochester, NY
Sacramento, CA	Sacramento-Roseville-Folsom, CA
Salt Lake City, UT	Salt Lake City, UT
San Antonio, TX	San Antonio-New Braunfels, TX
San Diego, CA	San Diego-Chula Vista-Carlsbad, CA
San Francisco, CA	San Francisco-Oakland-Berkeley, CA
San Jose, CA	San Jose-Sunnyvale-Santa Clara, CA
San Juan, PR	San Juan-Bayamon-Caguas, PR
Savannah, GA	Savannah, GA
Scranton, PA	Scranton-Wilkes-Barre, PA
Seattle, WA	Seattle-Tacoma-Bellevue, WA
Shreveport, LA	Shreveport-Bossier City, LA
Sioux Falls, SD	Sioux Falls, SD
Spartanburg, SC	Spartanburg, SC
St. Louis, MO	St. Louis, MO-IL
Syracuse, NY	Syracuse, NY
Tallahassee, FL	Tallahassee, FL
Tampa, FL	Tampa-St. Petersburg-Clearwater, FL
Toledo, OH	Toledo, OH
Trenton, NJ	Trenton-Princeton, NJ
Tulsa, OK	Tulsa, OK
Virginia Beach, VA	Virginia Beach-Norfolk-Newport News, VA-NC
Washington, DC	Washington-Arlington-Alexandria, DC-VA-MD-WV
Wheeling, WV	Wheeling, WV-OH
Wichita, KS	Wichita, KS
Winston, NC	Winston-Salem, NC
Worcester, MA	Worcester, MA-CT

Appendix: Data Methodology

Anonymization of the dataset

Prior to inclusion in the ELM Solutions reference database, we systematically scrubbed the data of any information that would identify a particular matter, company, law firm, invoice, or timekeeper (individual). To ensure relationships necessary for analysis, those variables were assigned randomly generated numbers. To maintain data integrity and allow for proper analysis, these numbers are linked across data tables to enforce their associations. To further ensure anonymity and confidentiality:

- The information is published in such a manner as to make it reasonably impervious to reverse analysis should some attempt be made to determine what data might pertain to any company, law firm, timekeeper, invoice, or matter.
- Neither DyanmicInsights nor this report will reveal which ELM Solutions client or clients are included or excluded in its analyses.
- Clients are not and will not be informed as to whether their data are included within a particular facet of analysis.
- No textual description of any legal work performed by any individual exists in the ELM Solutions reference database.

A note on insurance litigation

Our aim is to provide a point of comparison for companies purchasing law firm services. To improve comparability, we removed data related to insurance company defense litigation for all analyses unless noted otherwise. Insurance litigation tends to be less expensive than other types of litigation, as it is typically more repetitive and less complex.

“Real rate” definition

The information in DynamicInsights consists of data taken from client invoices submitted by law firms for work performed through the service dates referenced in the platform. All invoices are submitted through Wolters Kluwer ELM Solutions’ e-billing systems and are updated on a quarterly basis to ensure data recency and relevance.

The analyses contained in DynamicInsights are derived from aggregating hours, fees, and rates submitted as line items on those invoices. For a line item to qualify for inclusion, it had to undergo multiple and rigorous testing processes to ensure its validity.

For example, for a rate to be loaded to the ELM Solutions reference database and used in DynamicInsights, it must have been part of an invoice line entry in which all of the following items were included:

- Name of the biller
- Role of the biller
- Date of activity
- Hourly rate charged
- Time charged
- UTBMS code associated with the time charged
- Total amount charged for the activity

In addition, each line-item’s hourly rate was validated against its “real rate” (calculated by dividing the total amount charged for the activity by the time charged). Any line items with an hourly rate that did not align closely with the real rate were not loaded to the reference database.

Real rate = Line-item total/Line-item hours (units)

Example: \$4,000/10 hours = Real rate of \$400

Adjustments the client made to line-item amounts subsequent to submission are not factored into the dataset. These types of adjustments may impact the effective rate paid by the client to the law firm but do not reflect the real rate billed.

In short, the real rate is the rate appearing on an approved invoice at the invoice line-item level.

Aggregations of data taken from millions of these line item–level invoice entries are the core of the information analyzed.

Appendix: Data Methodology

A note on negotiated rates and billing

Practices law firms can generally follow vary for submitting “negotiated” rates on invoices. Firms may submit the negotiated rate as the hourly rate identified on the invoice line item, insert a vendor line-item adjustment to ensure compliance, or provide a vendor invoice level adjustment to bring the total amount of the fees into compliance with agreed-on discounts. Although the former two are considered part of the real rate calculation, the latter can be problematic. It is not directly linked to a line item, and therefore, for the purposes of determining the rate, it should not be assumed that the adjustment is related to a specific line item. Invoice-level adjustments may represent a credit or some other type of adjustment placed on the invoice. To ensure these types of adjustments would not adversely impact the analysis contained within LegalVIEW DynamicInsights, the team reviewed the population of invoices and line items to determine what the deviation of the real rate might be based on inclusion or exclusion. The analysis demonstrated that the variance was not significant (less than 1%).

As such, we decided not to include the vendor-level adjustments in DynamicInsights.

Types of matters included in the analysis

Matters within the ELM Solutions system are associated with areas of work described and defined by ELM Solutions clients. Those areas of work were analyzed and systematically categorized into legal practice areas. Normalization of practice areas was supported by mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

All data included within DynamicInsights has been mapped to a corresponding practice area. The majority of our analyses focus on the following 14 practice areas:

- Bankruptcy and Collections
- Commercial
- Corporate
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability
- Government Relations
- Insurance Defense
- Insurance Policies and Coverage
- Intellectual Property
- Marketing and Advertising
- Real Estate
- Request for Information

Within each client’s areas of work, sub-areas are often identified. The lists that follow identify client areas of work and, within those areas, the sub-areas underneath each practice area. Often, the same sub-area appears within different practice areas. For example, the sub-area “General/Other” when listed under “Commercial and Contracts” refers to general work provided regarding Commercial and Contracts matters. When listed under the “Employment and Labor” practice area, the same sub-area refers to work provided on Employment and Labor. Where applicable and practicable, each area and sub-area has been further subdivided into litigation and non-litigation work for the purposes of granular analysis.

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition	Mergers, Acquisitions, and Divestitures
Corporate Development	Partnerships and Joint Ventures
General/Other	Regulatory and Compliance
Governance	Tax
Information and Technology	Treasury
International	White Collar/Fraud/Abuse

Employment and Labor

ADA	Immigration
Agreements	OFCCP
Compensation and Benefits	OSHA
Discrimination, Retaliation, and Harassment/EEO	Union Relations and Negotiations/NLRB
Employee Dishonesty/Misconduct	Wages, Tips, and Overtime
ERISA	Workers Compensations
General/Other	Wrongful Termination

Environmental

General/Other
Health and Safety
Permits
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing	Investments and Other Financial Instruments
Debt/Equity Offerings	Routine Financial Transactions
Fiduciary Services	SEC Filings and Financial Reporting
General/Other	Securities and Banking Regulations

¹ All references to “Corporate: General/Other” in the 2025 Real Rate Report are the aggregation of all Corporate subareas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Appendix: Data Methodology

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
Employment
General/Other

Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort
Workplace Safety

Government Relations

General/Other

Insurance Defense

Advertising Injury
Asbestos/Mesothelioma
Auto and Transportation
Errors and Omissions
General/Other
Insurer Work Comp
Marine

Personal Injury/Wrongful Death
Pollution
Premises
Product and Product Liability
Professional Liability
Property Damage

Insurance Policies and Coverage

Claims and Coverage Analysis
General/Other
Policy Coverage Dispute

Intellectual Property

Copyrights
General/Other
Licensing

Opinions
Patents
Trademarks

Marketing and Advertising

General/Other

Real Estate

Construction/Development
Easement and Right of Way
General/Other
Land Use/Zoning/Restrictive Covenants
Landlord/Tenant Issues

Leasing
Liens
Property/Land Acquisition or Disposition
Titles

Requests for Information

Subpoena

Exhibit C

Fee summary for 00787

\$2385.00

Grand Total

Date	User	Service	Description	Total
02/01/2025	Marisol Contreras	CA : File To Existing	#18122553 - Leopoldo Martinez-BravovsMike Kell...: Proof of Service of Summons/Complaint (2 filings)	\$22.20
01/14/2025	Marisol Contreras	InfoTrack : Courtesy Copy	Consolidated Class Action Complaint (2 documents)	\$85.00
01/14/2025	Marisol Contreras	CA : File To Existing	#17915215 - Leopoldo Martinez-Bra...: Amended Complaint - Claim Amount Unchanged (No ... (2 filings)	\$22.20
01/03/2025	Marisol Contreras	InfoTrack : Courtesy Copy	Case Management Statement (2 documents)	\$75.00
01/03/2025	Marisol Contreras	CA : File To Existing	#17801163 - Leopoldo Martinez-BravovsMike Kelley Construct...: Case Management Statement (2 filings)	\$20.20
10/04/2024	Marisol Contreras	InfoTrack : Process Serving	#11932170 - Leopoldo Martinez-BravovsMike Kelley Construction Inc et al: Blake Kelley	\$40.00
10/04/2024	Marisol Contreras	InfoTrack : Process Serving	#11932169 - Leopoldo Martinez-BravovsMike Kelley Construction Inc e...: Mike Kelley Construction Inc	\$85.00
10/04/2024	Marisol Contreras	InfoTrack : Process Serving	#11932158 - Leopoldo Martinez-BravovsMike Kelley Construction Inc et al: Blake Kelley	\$40.00
10/04/2024	Marisol Contreras	InfoTrack : Process Serving	#11932157 - Leopoldo Martinez-BravovsMike Kelley Construction Inc e...: Mike Kelley Construction Inc	\$85.00
09/26/2024	Marisol Contreras	CA : New Case Filing	#16764462 - Leopoldo Martinez v Mike Kelley Construction, Inc: Complaint (4 filings)	\$1455.20
09/26/2024	Marisol Contreras	CA : New Case Filing	#16764445 - Leopoldo Martinez v Mike Kelley Construction, Inc: Complaint (4 filings)	\$455.20

Payment Receipt**\$2,667.00**

Law Offices of Kevin T Barnes
1020 Parkside Commons
Suite 101-E
Greensboro, Georgia 30642
(323) 549-9100

Account Holder
King & Siegel LLP
724 S Spring St
Ste 201
Los Angeles, California 90014

Payment Summary

Account: Operating eCheck
Reference: Inv 2025-273-KB

Amount Paid: \$2,667.00
Payment Method: eCheck Via FIRST REPUBLIC BANK
Account Number: *****2841
Auth Code: CNZN6M
Payment Date: June 30, 2025 11:23 am
Transaction Id: 139055113
Payment Id: Co3lh-IGTL6ulzkMZKY6vg



kbarneslaw.com/
kevin@kevinbarnesmediation.com

Exhibit D

FeeDate	Staff	Subject	Hours	Rate	Amount
5/29/2026	Marisol Contreras	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.2	250	50
5/29/2026	Elliot Siegel	2 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
5/29/2026	Elliot Siegel	9 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.2	900	180
5/28/2026	Elliot Siegel	2026-05-28 DRAFT Martinez-Bravo Decl ISO MFA (Mike Kelley Construction).v3 edited	0.1	900	90
5/28/2026	Elliot Siegel	2026-05-27 DRAFT Villegas Decl ISO MFA (Mike Kelley Construction).v2 edited	0.1	900	90
5/28/2026	Elliot Siegel	Siegel Decl. ISO MPA (Martinez v. MKC) reviewed	0.1	900	90
5/28/2026	Elliot Siegel	2026-05-27 DRAFT Mike Kelley-MFA v5 reviewed	0.1	900	90
5/28/2026	Elliot Siegel	Proposed Order re Final Approval edited	0.1	900	90
5/28/2026	Elliot Siegel	Email attachment reviewed - Mike Kelley Construction Inc- Declaration	0.1	900	90
5/28/2026	Elliot Siegel	8 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.2	900	180
5/28/2026	Elliot Siegel	24 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	1.1	900	990
5/27/2026	Marisol Contreras	2 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	250	25
5/27/2026	Elliot Siegel	2 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
5/27/2026	Elliot Siegel	34 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.8	900	720
5/27/2026	Elliot Siegel	2026-05-26 DRAFT Martinez-Bravo Decl ISO MFA (Mike Kelley Construction) edited	0.1	900	90
5/27/2026	Elliot Siegel	2026-05-26 DRAFT Siegel Decl ISO MFA (Mike Kelley Construction) edited	0.3	900	270
5/27/2026	Elliot Siegel	Mike Kelley Construction Inc-ISO Declaration reviewed	0.1	900	90
5/27/2026	Elliot Siegel	2026-05-27 DRAFT Mike Kelley-MFA v5 created, then edited	0.2	900	180
5/27/2026	Elliot Siegel	2026-05-26 DRAFT Motion for Final Approval (Mike Kelley Conctruction) v2 created, then edited	0.7	900	630
5/27/2026	Elliot Siegel	DRAFT Siegel Decl ISO MFA v2 created, then edited	0.1	900	90
5/27/2026	Elliot Siegel	Mike Kelley-MFA v3 created, then edited	0.2	900	180
5/26/2026	Elliot Siegel	Siegel Decl. ISO MPA (Martinez v. MKC) reviewed	0.1	900	90
5/26/2026	Elliot Siegel	3 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.2	900	180
5/26/2026	Elliot Siegel	14 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.6	900	540
5/24/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
5/22/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.2	900	180
5/22/2026	Elliot Siegel	review weekly admin report	0.1	900	90
5/15/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
5/15/2026	Elliot Siegel	4 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
5/8/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.2	900	180
5/8/2026	Elliot Siegel	review weekly admin report	0.1	900	90
4/30/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
4/30/2026	Elliot Siegel	review weekly admin report	0.1	900	90
4/27/2026	Elliot Siegel	review admin report	0.1	900	90
4/16/2026	Elliot Siegel	2 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
4/16/2026	Elliot Siegel	review weekly admin report	0.1	900	90
4/13/2026	Elliot Siegel	review class admin	0.1	900	90
4/2/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
4/2/2026	Elliot Siegel	review weekly admin report	0.1	900	90
3/26/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
3/24/2026	Elliot Siegel	2 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc - Status Report	0.1	900	90
3/24/2026	Elliot Siegel	review admin report	0.1	900	90
3/16/2026	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.3	900	270
3/13/2026	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	900	180
3/11/2026	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.4	900	360
3/10/2026	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	900	90
3/10/2026	Elliot Siegel	10 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.4	900	360
3/3/2026	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	900	90
2/23/2026	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	900	90
2/21/2026	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	900	90
2/20/2026	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction)	0.1	900	90
2/20/2026	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	900	180
2/18/2026	Elliot Siegel	2026-02-18 Order granting preliminary approval created	0.1	900	90
2/18/2026	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley-Motion for Preliminary Approval of Class Action and PAGA	0.1	900	90
2/18/2026	Elliot Siegel	4 emails sent/reviewed regarding Mike Kelley-Motion for Preliminary Approval of Class Action and PAGA	0.1	900	90
2/18/2026	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo v Kelley 2.18.26 Final	0.1	900	90
2/18/2026	Elliot Siegel	2 emails sent/reviewed regarding Martinez-Bravo v Kelley 2.18.26 Final	0.2	900	180
2/18/2026	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	900	90
2/17/2026	Elliot Siegel	7 emails sent/reviewed regarding 24CV05385 / Leopoldo Martinez-Bravo, individually, and on behalf of .	0.1	900	90
2/17/2026	Elliot Siegel	5 emails sent/reviewed regarding Mike Kelley-Motion for Preliminary Approval of Class Action and PAGA	0.1	900	90
2/17/2026	Elliot Siegel	Mike Kelley - MPA - Exhibit A - Class Notice (F) 10.7.25 (Corrected after approval) created, then edited	0.1	900	90
2/17/2026	Elliot Siegel	review tentative ruling	0.4	900	360
1/9/2026	Elliot Siegel	6 emails sent/reviewed regarding 24CV05365 Leopoldo Martinez-Bravo vs Mike Kelley Construction Inc	0.3	900	270
12/17/2025	Marisol Contreras	Siegel Decl. ISO MPA (Martinez v. MKC) reviewed	0.1	250	25
12/16/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley-Motion for Preliminary Approval of Class Action and PAGA	0.1	825	82.5
12/15/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley-Motion for Preliminary Approval of Class Action and PAGA	0.1	825	82.5
12/8/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
12/7/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
12/7/2025	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.7	825	577.5
12/7/2025	Elliot Siegel	2025-12-04 DRAFT Villegas Decl ISO PAM (Martinez v MKC) reviewed	0.2	825	165
12/5/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.3	825	247.5
12/4/2025	Elliot Siegel	Siegel Decl. ISO MPA (Martinez v. MKC) edited	0.1	825	82.5
12/4/2025	Elliot Siegel	Siegel Decl. ISO MPA (Martinez v. MKC) edited	0.3	825	247.5
12/4/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
12/4/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
12/3/2025	Marisol Contreras	Siegel Decl. ISO MPA (Martinez v. MKC) edited and reviewed	2.1	250	525

12/3/2025	Marisol Contreras	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	250	50
12/3/2025	Marisol Contreras	1 email sent/reviewed regarding MPA Decl. re Martinez-Bravo	0.1	250	25
12/2/2025	Marisol Contreras	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	250	25
12/2/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
12/1/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
11/21/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
11/21/2025	Elliot Siegel	4 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
11/6/2025	Marisol Contreras	2024-09-23 DRAFT Individual Complaint (Martinez v MKC) (INDIVIDUAL CLAIMS ONLY) v2 reviewed	0.1	250	25
11/6/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
10/20/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
10/15/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
10/14/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
10/13/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
10/8/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
10/8/2025	Elliot Siegel	5 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
10/8/2025	Elliot Siegel	nkr redline Mike Kelley - Joint Stip of Class and PAGA Settlement (d) 9.18.25 reviewed	0.1	825	82.5
10/8/2025	Elliot Siegel	Mike Kelley - Joint Stip of Class and PAGA Settlement (d) 10.8.25 reviewed	0.1	825	82.5
10/8/2025	Elliot Siegel	Mike Kelley - MPA - Exhibit A - Class Notice (F) 10.7.25 v2 created, then edited	0.2	825	165
10/8/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
10/1/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
9/30/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
9/29/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
9/18/2025	Elliot Siegel	Mike Kelley - Joint Stip of Class and PAGA Settlement (d) v2 (KS) created, then edited	0.6	825	495
9/16/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
8/29/2025	Elliot Siegel	4 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
8/27/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
8/27/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
8/26/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
8/18/2025	Elliot Siegel	4 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.; FEHA ACTI	0.2	825	165
8/15/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
8/15/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.; FEHA ACTI	0.1	825	82.5
8/14/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.3	825	247.5
8/14/2025	Elliot Siegel	1 email sent/reviewed regarding Notification of Service for Case No. 24CV05385 (Leopoldo Martinez-Br	0.1	825	82.5
8/14/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
8/13/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
8/8/2025	Elliot Siegel	8 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
8/6/2025	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
8/5/2025	Elliot Siegel	Mike Kelley - Joint Stip re Mediation and Discovery (PLG Edit 2) reviewed	0.1	825	82.5
8/5/2025	Elliot Siegel	2 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
8/4/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/22/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/21/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.3	825	247.5
7/18/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/18/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/16/2025	Elliot Siegel	1 email sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.-Mediator's prc	0.1	825	82.5
7/16/2025	Elliot Siegel	Mike Kelley Construction - MOU (d) 7.15.25 edited	0.1	825	82.5
7/16/2025	Elliot Siegel	3 emails sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.-Mediator's pr	0.1	825	82.5
7/11/2025	Elliot Siegel	1 email sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.-Mediator's prc	0.3	825	247.5
7/10/2025	Elliot Siegel	3 emails sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.-Mediator's pr	0.1	825	82.5
7/9/2025	Elliot Siegel	5 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
7/9/2025	Elliot Siegel	prep for and attend mediation	6.5	825	5362.5
7/8/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/7/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/7/2025	Elliot Siegel	Email attachment reviewed - 2025-07-01 DRAFT FEHA Mediation Brief (Martinez-Bravo v MKC)	0.1	825	82.5
7/7/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
7/7/2025	Elliot Siegel	5 emails sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.	0.3	825	247.5
7/7/2025	Elliot Siegel	2025-07-01 DRAFT FEHA Mediation Brief (Martinez-Bravo v MKC) edited	0.2	825	165
7/1/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
6/27/2025	Elliot Siegel	1 email sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	825	82.5
6/27/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
6/26/2025	Elliot Siegel	Mike Kelley Construction - MOU (d) edited	0.1	825	82.5
6/26/2025	Elliot Siegel	Email attachment reviewed - Mike Kelley Construction - MOU (d)	0.1	825	82.5
6/26/2025	Elliot Siegel	Mike Kelley Construction - Mediation Brief (d) edited	0.1	825	82.5
6/26/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
6/26/2025	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
6/16/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
6/10/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
6/9/2025	Elliot Siegel	4 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.2	825	165
6/4/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc. / Roberto R	0.1	825	82.5
5/7/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Request to Chat	0.1	825	82.5
5/7/2025	Elliot Siegel	call with co-counsel	0.2	825	165
5/5/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Request to Chat	0.3	825	247.5
5/4/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Request to Chat	0.1	825	82.5
4/30/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	825	82.5
4/23/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	825	82.5
2/14/2025	Elliot Siegel	Stip re Stay of Discovery edited	0.1	825	82.5
2/14/2025	Elliot Siegel	3 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5

2/13/2025	Elliot Siegel	6 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.5	825	412.5
2/12/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
2/12/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
2/7/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
2/4/2025	Elliot Siegel	1 email sent/reviewed regarding FEHA ACTION: Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	825	82.5
2/3/2025	Marisol Contreras	DRAFT Consolidated Complaint (Martinez, et al. v. MKC) reviewed	0.1	250	25
1/31/2025	Marisol Contreras	2 emails sent/reviewed regarding Mike Kelley Construction	0.1	250	25
1/29/2025	Marisol Contreras	1 email sent/reviewed regarding 7/9/25 Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	250	25
1/29/2025	Elliot Siegel	1 email sent/reviewed regarding Full day Mediation	0.1	825	82.5
1/29/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/29/2025	Elliot Siegel	4 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/29/2025	Elliot Siegel	attend CMC; prep for same.	0.8	825	660
1/27/2025	Elliot Siegel	Mike Kelley - Mediation Stip redline NKR reviewed	0.1	825	82.5
1/27/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/27/2025	Elliot Siegel	conf with all counsel re cmc and mediation	0.3	825	247.5
1/24/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/23/2025	Elliot Siegel	11 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.5	825	412.5
1/22/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/22/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/21/2025	Elliot Siegel	4 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/17/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	825	82.5
1/16/2025	Marisol Contreras	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.2	200	40
1/16/2025	Marisol Contreras	5 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	200	20
1/16/2025	Elliot Siegel	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	825	82.5
1/16/2025	Elliot Siegel	10 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.3	825	247.5
1/15/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	825	82.5
1/15/2025	Elliot Siegel	7 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Med	0.1	825	82.5
1/15/2025	Elliot Siegel	4 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.4	825	330
1/14/2025	Marisol Contreras	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo, et al. v. Mike Kelley Construction	0.1	200	20
1/14/2025	Marisol Contreras	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	200	20
1/14/2025	Marisol Contreras	POS re Consolidated Complaint (Martinez, et al. v MKC) edited	0.2	200	40
1/14/2025	Marisol Contreras	3 emails sent/reviewed regarding Mike Kelley Construction) - Mediators	0.2	200	40
1/14/2025	Marisol Contreras	DRAFT Consolidated Complaint (Martinez, et al. v. MKC) edited	0.2	200	40
1/14/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	825	82.5
1/13/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	825	82.5
1/13/2025	Elliot Siegel	DRAFT Consolidated Complaint (Martinez et al. v. MKC) edited	0.1	825	82.5
1/13/2025	Elliot Siegel	3 emails sent/reviewed regarding Mike Kelley Construction) - Mediators	0.2	825	165
1/10/2025	Marisol Contreras	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	200	20
1/10/2025	Elliot Siegel	DRAFT Consolidated Complaint (Martinez, et al. v. MKC) edited	0.3	825	247.5
1/10/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	825	82.5
1/10/2025	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Med	0.1	825	82.5
1/10/2025	Elliot Siegel	3 emails sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	825	82.5
1/10/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Meet	0.2	825	165
1/9/2025	Marisol Contreras	DRAFT Consolidated Complaint (Martinez, et al. v. MKC) edited	1	200	200
1/7/2025	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Med	0.1	800	80
1/7/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	800	80
1/7/2025	Elliot Siegel	6 emails sent/reviewed regarding MARTINEZ-BRAVO Upcoming Case Management Conferences and 558	0.1	800	80
1/6/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	800	80
1/4/2025	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	1	800	800
1/3/2025	Marisol Contreras	11 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Me	1.1	200	220
1/3/2025	Marisol Contreras	POS re Stipulation to Consolidate (Martinez v MKC) edited and reviewed	0.3	200	60
1/3/2025	Marisol Contreras	2025-01-03 Stipulation to Consolidate and Proposed Order (Martinez v. MKC) created	0.1	200	20
1/3/2025	Marisol Contreras	2025-01-03 Stipulation to Consolidate and Proposed Order (Martinez v. MKC) created	0.1	200	20
1/3/2025	Marisol Contreras	Case Management Statement (Martinez v. MKC) edited and reviewed	0.1	200	20
1/3/2025	Marisol Contreras	2 emails sent/reviewed regarding E-SERVICE: Martinez-Bravo v. Mike Kelley Construction, Inc., et al.	0.1	200	20
1/3/2025	Marisol Contreras	2025-01-03 Pltf Case Management Statement (Martinez v. MKC) created	0.1	200	20
1/3/2025	Marisol Contreras	Email attachment reviewed - Mike Kelley - Joint Stip to Consolidate and Proposed Order (PLG)	0.2	200	40
1/3/2025	Marisol Contreras	2 emails sent/reviewed regarding Martinez-Bravo v. Mike Kelley Construction, Inc., et al.; Stipulation to i	0.1	200	20
1/3/2025	Marisol Contreras	1 email sent/reviewed regarding E-SERVICE: Martinez-Bravo v. Mike Kelley Construction - 24CV05385; C	0.1	200	20
1/3/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Medi	0.1	800	80
1/3/2025	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo	0.1	800	80
1/3/2025	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	800	80
1/3/2025	Elliot Siegel	7 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	800	80
1/3/2025	Elliot Siegel	1 email sent/reviewed regarding Martinez-Bravo M&C	0.1	800	80
1/3/2025	Elliot Siegel	4 emails sent/reviewed regarding Mike Kelley Construction) - Mediators	0.3	800	240
1/3/2025	Elliot Siegel	call with o/c and XV re mediation and logistics.	0.5	800	400
12/27/2024	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	800	80
12/24/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Meet	0.5	800	400
12/23/2024	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	800	80
12/19/2024	Elliot Siegel	5 emails sent/reviewed regarding Mike Kelley Construction) - Mediators	0.2	800	160
12/19/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo	0.3	800	240
12/18/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Meet	0.1	800	80
12/18/2024	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	800	80
12/18/2024	Elliot Siegel	5 emails sent/reviewed regarding Leopoldo Martinez-Bravo	0.2	800	160
12/18/2024	Elliot Siegel	2024-12-17 DRAFT Response to OPC's 12-12 MC Ltr (Martinez v MKC).v2 reviewed	0.1	800	80
12/18/2024	Elliot Siegel	Stip and Proposed Order to Consolidate [Final] created, then edited	0.1	800	80
12/18/2024	Elliot Siegel	2024-12-17 DRAFT Response to OPC's 12-12 MC Ltr (Martinez v MKC) edited	0.5	800	400

12/17/2024	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	800	80
12/17/2024	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	800	80
12/13/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
12/13/2024	Elliot Siegel	2 emails sent/reviewed regarding Mike Kelley Construction) - JPA	0.1	750	75
12/13/2024	Elliot Siegel	2024-12-10 DRAFT Stipulation Consolidating Cases for All Purposes and Proposed Order (Martinez v MKI	0.6	750	450
12/13/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Meet	0.1	750	75
12/13/2024	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	750	75
12/12/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Meet	0.1	750	75
12/12/2024	Elliot Siegel	5 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	750	75
12/12/2024	Elliot Siegel	call with o/c re case consolidation	0.2	750	150
12/11/2024	Elliot Siegel	1 email sent/reviewed regarding Meet and Confer (Martinez v. Mike Kelley Construction)	0.1	750	75
12/11/2024	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Mee	0.1	750	75
12/11/2024	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction) - Mediators	0.1	750	75
12/11/2024	Elliot Siegel	11 emails sent/reviewed regarding Mike Kelley Construction) - Mediators	0.2	750	150
12/10/2024	Elliot Siegel	Mike Kelley Construction - JPA (d) edited	0.3	750	225
12/10/2024	Elliot Siegel	2024-12-10 DRAFT Stipulation Consolidating Cases for All Purposes and Proposed Order (Martinez v MKI	0.1	750	75
12/10/2024	Elliot Siegel	15 emails sent/reviewed regarding Mike Kelley Construction) - JPA	0.3	750	225
12/10/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc., et al.: Meet	0.1	750	75
12/10/2024	Elliot Siegel	2024-12-10 DRAFT Stipulation Consolidating Cases for All Purposes (Martinez v MKC and Estrada v MKC)	0.1	750	75
12/10/2024	Elliot Siegel	Email attachment reviewed - 2024-12-10 DRAFT Stipulation Consolidating Cases for All Purposes and Prc	0.1	750	75
12/9/2024	Elliot Siegel	Email attachment reviewed - MC Ltr to King and Villegas Re Related Cases and Demurrer 120324	0.1	750	75
12/9/2024	Elliot Siegel	1 email sent/reviewed regarding Meet and Confer (Martinez v. Mike Kelley Construction)	0.1	750	75
12/9/2024	Elliot Siegel	2 emails sent/reviewed regarding Mike Kelley Construction) - JPA	0.2	750	150
12/9/2024	Elliot Siegel	5 emails sent/reviewed regarding Mike Kelley Construction) - JPA	0.2	750	150
12/9/2024	Elliot Siegel	2 emails sent/reviewed regarding Mike Kelley Construction)	0.1	750	75
12/9/2024	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction)	0.1	750	75
12/9/2024	Elliot Siegel	call with protection law & XV re co-counsel agreement and case litigation	0.3	750	225
12/3/2024	Elliot Siegel	3 emails sent/reviewed regarding Mike Kelley Construction)	0.2	750	150
12/3/2024	Elliot Siegel	MC Ltr to King and Villegas Re Related Cases and Demurrer 120324 created	0.1	750	75
12/3/2024	Elliot Siegel	1 email sent/reviewed regarding Mike Kelley Construction	0.1	750	75
12/3/2024	Elliot Siegel	5 emails sent/reviewed regarding Meet and Confer (Martinez v. Mike Kelley Construction)	0.2	750	150
11/27/2024	Elliot Siegel	5 emails sent/reviewed regarding CLASS ACTION: Leopoldo Martinez-Bravo v Mike Kelley Construction, I	0.3	750	225
11/1/2024	Elliot Siegel	1 email sent/reviewed regarding Service	0.1	750	75
10/9/2024	Elliot Siegel	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
10/8/2024	Marisol Contreras	3 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	200	20
10/7/2024	Marisol Contreras	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	200	20
10/7/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
10/7/2024	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
10/4/2024	Marisol Contreras	5 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.4	200	80
10/2/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
9/26/2024	Marisol Contreras	2024-09-23 DRAFT Individual Complaint (Martinez v MKC) (INDIVIDUAL CLAIMS ONLY) v2 edited and rev	0.1	200	20
9/26/2024	Marisol Contreras	12 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	1.1	200	220
9/26/2024	Marisol Contreras	SUM-100 Summons DRAFT edited	0.1	200	20
9/26/2024	Marisol Contreras	2024-09-12 DRAFT Class Action Complaint (Martinez v MKC) v2 edited and reviewed	0.2	200	40
9/26/2024	Marisol Contreras	2 emails sent/reviewed regarding Thank you for your Amended PAGA Claim Notice Submission.	0.1	200	20
9/26/2024	Elliot Siegel	2024-09-12 DRAFT Class Action Complaint (Martinez v MKC) v2 reviewed	0.1	750	75
9/26/2024	Elliot Siegel	2 emails sent/reviewed regarding Thank you for your Amended PAGA Claim Notice Submission.	0.1	750	75
9/26/2024	Elliot Siegel	2 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
9/26/2024	Elliot Siegel	4 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.2	750	150
9/25/2024	Marisol Contreras	2024-09-12 DRAFT Class Action Complaint (Martinez v MKC) v2 edited and reviewed	0.6	200	120
9/25/2024	Marisol Contreras	5 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.3	200	60
9/25/2024	Marisol Contreras	2024.9.25.Martinez-Bravo _ Mike Kelley Construction, Inc. et al..CMT-00157 Right.to.Sue.Package review	0.1	200	20
9/25/2024	Elliot Siegel	2024-09-23 DRAFT Individual Complaint (Martinez v MKC) (INDIVIDUAL CLAIMS ONLY) v2 created, then i	0.2	750	150
9/25/2024	Elliot Siegel	2024-09-23 DRAFT Class Action Complaint (Martinez v MKC) (CLASS AXN ONLY) v4 created, then edited	0.4	750	300
9/25/2024	Elliot Siegel	1 email sent/reviewed regarding Right to Sue from the California Civil Rights Department	0.1	750	75
9/25/2024	Elliot Siegel	2024.09.23 DRAFT AMENDED PAGA Notice re (Martinez v MKC) v2 created, then edited	0.1	750	75
9/25/2024	Elliot Siegel	2024.09.23 DRAFT AMENDED PAGA Notice re (Martinez v MKC) edited	0.2	750	150
9/25/2024	Elliot Siegel	11 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.3	750	225
9/19/2024	Elliot Siegel	2024-09-12 DRAFT Class Action Complaint (Martinez v MKC) v2 edited	0.7	750	525
9/19/2024	Elliot Siegel	1 email sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
9/19/2024	Elliot Siegel	6 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.1	750	75
9/18/2024	Elliot Siegel	2024-09-12 DRAFT Class Action Complaint (Martinez v MKC) v2 created, then edited	0.7	750	525
9/18/2024	Elliot Siegel	7 emails sent/reviewed regarding Leopoldo Martinez-Bravo v. Mike Kelley Construction, Inc.	0.2	750	150

61.6

Exhibit E-1

1 HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
2 SHADI SAHEBGHALAM, SBN 343403
shadi@protectionlawgroup.com
3 **PROTECTION LAW GROUP, LLP**
149 Sheldon Street
4 El Segundo, California 90245
5 Tel.: (424) 290-3095 / Fax: (866) 264-7880

6 *Attorneys for Plaintiff*
ROBERTO RAMON JOYA ESTRADA
7 A.K.A. ROBERTO R. FLORES CRUZ

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SANTA BARBARA**

11 LEOPOLDO MARTINEZ-BRAVO,
12 individually and on behalf of others similarly
13 situated, and as an aggrieved employee and
Private Attorney General,

14 Plaintiff,

15 vs.

16 MIKE KELLEY CONSTRUCTION, INC., a
17 California corporation; BLAKE KELLEY, an
individual and DOES 1 through 50, inclusive,

18
19 Defendants.

Case No.: 24CV05385

PROOF OF SERVICE

Complaint Filed: September 26, 2024

Trial Date: None Set

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PROOF OF SERVICE

Estrada v. Mike Kelley Construction, Inc. - Case No. 24CV05385

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am over the age of 18 and not a party to the within Action. My business address is 149 Sheldon Street, El Segundo, California 90245.

On December 11, 2025, I served the following documents:

1. **Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement**
2. **Declaration of Heather Davis in Support of Motion for Preliminary Approval**
3. **Declaration of Martinez-Bravo in Support of Motion for Preliminary Approval**
4. **Declaration of Roberto Ramon Joya Estrada in Support of Motion for Preliminary Approval**
5. **Declaration of Xavier Villegas in Support of Motion for Preliminary Approval**
6. **Declaration of Elliot Siegel in Support of Motion for Preliminary Approval**
7. **[Proposed] Order Granting Motion for Preliminary Approval**

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on an agreement of the Parties to accept service by e-mail or electronic transmission, I caused the document to be sent from maria@protectionlawgroup.com to the person at the e-mail addresses listed below:

Nicole Ricotta (nicole@anticounilaw.com) Alexandra Jaimes (Alexandra@anticounilaw.com) ANTICOUNI & RICOTTA 201 N. Calle Cesar Chavez, Suite 105 Santa Barbara, CA 93103	Elliot J. Siegel elliot@kingsiegel.com KING & SIEGEL LLP 724 S. Spring Street, Suite 201 Los Angeles, CA 90014 Tel: (213) 465-4802 Fax: (213) 465-4803
<i>Attorneys for Defendants Mike Kelley Construction, Inc., and Blake Kelley</i>	Xavier Villegas Xavier@XavierVillegasLaw.com LAW OFFICE OF XAVIER VILLEGAS, APC 2390 Las Posas Road, C168 Camarillo, CA 93010 Tel: (805) 250-7488 Fax: (805) 250-7499 <i>Attorneys for Plaintiff Leopoldo Martinez-Bravo</i>

And on the California Labor and Workforce Development Agency via Online Filing:

1 **PAGA Administrator**

2 California Labor & Workforce Development Agency

3 1515 Clay Street, Suite 801

4 Oakland, CA 94612

5 PAGA@dir.ca.gov

(Via <https://lwww.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-GeneralAct.html>)

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

8 Executed on December 11, 2025.

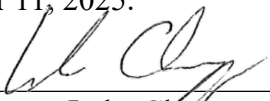
9 
10 _____
11 Luke Clapp

Exhibit E-2



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>**Date** Thu 12/11/2025 12:49 PM**To** Luke Clapp <luke@protectionlawgroup.com>

12/11/2025 12:48:44 PM

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

Item submitted: Proposed Settlement

On 12/11/2025 12:48:44 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1024201-24

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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.