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Attorneys for Plaintiffs,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT ENRIQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SCORPION SERVICES, INC.; a California
corporation; and DOES 1 through 100,

Defendant(s).

Case No. 24STCV12293

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF
SETTLEMENT**

Complaint Filed: May 15, 2024

DECLARATION OF MANNY STARR

I, Manny Starr, declare as follows:

1. I am an attorney law duly admitted to practice before all courts in the State of California and am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff Robert Enriquez ("Plaintiff"), on behalf of himself and all other similarly situated and aggrieved employees, in the above-entitled action. I have personal knowledge of the matters set

1 forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

2 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

3 2. I have substantial experience in class action litigation, particularly in the area of
4 employment law. Over the course of my legal career, I have represented thousands of plaintiffs in
5 employment law litigation, both on an individual and class action basis.

6 3. Based on my experience, I believe that the settlement reached in this matter is fair,
7 reasonable, and adequate.

8 4. This case settled for \$200,000.00, which is an excellent result given the inherent
9 risks of litigation, and in light of the facts of this case.

10 5. The settlement for each Class Member is fair, reasonable, and adequate, given the
11 inherent risks of litigation, including the substantial risks relative to class certification, and the costs
12 of pursuing such litigation, discussed further below.

13 **ATTORNEYS EXPERIENCE**

14 6. I have spent significant time researching and pursuing the claims that have been
15 alleged in this action. The Parties engaged in a significant amount of discovery. The Parties
16 engaged in arm's length negotiations through an experienced employment law mediator. Based on
17 my review of all the documents and information and based on my experience in complex class and
18 representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

19 7. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel
20 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically,
21 had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant
22 amount of time, money and other resources without any benefit or return. In addition, had Plaintiff
23 failed to prevail in the present case, Defendants would have been able to seek costs in connection
24 with their defense of the case.

25 8. Frontier Law Center submitted a PAGA notice letter to the Labor and Workforce
26 Development Agency ("LWDA") on March 5, 2024. Attached hereto as **Exhibit 1** is Plaintiff
27 Enriquez's PAGA notice letter to the LWDA. Attached hereto as **Exhibit 2** in a true and correct
28 copy of the confirmation of the submission of Plaintiff Enriquez's PAGA notice to the LWDA.

1 Further, my office submitted the Settlement to the LWDA on February 9, 2026. Attached hereto as
2 **Exhibit 3** is a true and correct copy of our submission confirmation of the Settlement to the LWDA.

3 9. Frontier Law Center has invested substantial attorney time and resources in this litigation.
4 Frontier's current lodestar, excluding non-attorney staff time, is \$25,675.00, as reflected in the
5 lodestar spreadsheet attached hereto as **Exhibit 4**. The attorneys from Frontier Law Center who
6 worked on this matter are myself and Daniel Ginzburg. I am the managing partner of Frontier Law
7 Center and have over eight years of employment law experience. I worked 5.2 hours on this matter
8 at an hourly rate of \$750.00, for a lodestar of \$3,900.00. Daniel Ginzburg is an attorney at Frontier
9 Law Center and has over seven years of employment law experience. Mr. Ginzburg worked 33.5
10 hours on this matter at an hourly rate of \$650.00, for a lodestar of \$21,775.00. The hourly rates
11 reflected in Exhibit 4 are the reasonable and usual hourly rates charged by Frontier Law Center for
12 these attorneys' services in comparable complex wage-and-hour litigation. The time reflected in
13 Exhibit 4 was reasonably and necessarily incurred in connection with Frontier Law Center's
14 prosecution and resolution of this action.

15 10. Frontier has also incurred costs of \$3,082.79 in prosecuting this action, as reflected in the
16 costs spreadsheet attached hereto as **Exhibit 5**. These costs consist of \$27.10 for mailing, \$782.69
17 for filing fees, \$68.00 for service of process, and \$2,205.00 for AttorneyTalk mediation data
18 analysis. The AttorneyTalk mediation data analysis was reasonably and necessarily incurred to
19 analyze data and damages for purposes of mediation and settlement evaluation. These costs were
20 reasonably and necessarily incurred in connection with Frontier Law Center's prosecution and
21 resolution of this action.

22 11. Frontier Law Center's time includes work performed in connection with the Enriquez action
23 before it was folded into this case through the Second Amended Complaint, which is why Frontier's
24 time entries begin in November 2023.

25 12. Neither I nor Frontier Law Center have any formal relationship or conflict of interest with
26 the Class Administrator or the Cy Pres recipient, San Bernardino Community Service Center, Inc.

27 13. In terms of my experience in this field, I have been named as Class Counsel in
28 several Class Actions, and have been lead counsel in numerous representative PAGA settlements

1 that have been granted approval, including the following:

- 2 a. Joshua Albright, et al. v. Loma Linda Shared Services, Case No. CIVDS1818361: Class
3 action and PAGA case involving failure to pay wages, meal and rest break violations, and
4 failure to indemnify work related expenses; \$600,000.00 settlement; final approval granted;
- 5 b. Tri Nguyen v First Alarm Security & Patrol, Inc., Case No. 18CV332369: class action and
6 PAGA case on behalf of security guards involving various wage and hour issues; \$7,250,000
7 settlement; final approval granted;
- 8 c. Ronnie McNeal v. Platinum Security, Inc., Case No. 19STCV05709: PAGA action on
9 behalf of security guards involving meal and rest break violations and failure to pay wages
10 in a timely manner; \$300,000 settlement; PAGA settlement approved;
- 11 d. Mervyn Cole v. Saucey, Inc. Case No. BC707895: class action and PAGA case involving
12 misclassification of employees and other wage and hour issues; \$590,000 settlement; final
13 approval granted;
- 14 e. James Rushing v. Security Intelligence Specialist Corporation, Case No. 18-civ-1808, class
15 action and PAGA case on behalf of security guards for breaks and wage statement
16 violations; \$480,000 settlement; final approval granted;
- 17 f. Anthony Gaines, et al. v. Triple Canopy, Inc., Case No. 9CV345169, class action and PAGA
18 case on behalf of approximately 550 security guards relating to meal and rest break
19 violations and other wage and hour issues; \$2,300,000 settlement; final approval granted;
- 20 g. Veronica Espinoza v. Sharp HealthCare, Case No. 37-2018-00034031-CU-OECTL, class
21 action and PAGA case on behalf of hospital employees relating to meal and rest break
22 violations, among other things; \$2,125,000 settlement; final approval granted;
- 23 h. Wendy Navarro Garcia v. Widdicombe Enterprises, Inc., Case No. 30-2021-01235358-CU-
24 OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest
25 breaks, failure to pay overtime at the correct regular rate, failure to provide accurate
26 itemized wage statements, and failure to pay all wages due at time of termination;
27 \$1,200,000 settlement; final approval granted;
- 28

- i. Samuel Nudelman v. Heartland Steel Products West LLC, Case No. STK-CVUOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; \$1,032,500 settlement; final approval granted;
- j. Renee Bullock v. Atria Management Company, LLC, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,695,000 settlement; PAGA approval granted;
- k. Robert Anthony Gonzalez v. Golden Gate Bell, LLC, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; \$4,500,000 settlement; final approval granted; and
- l. Raul Antonio Castro v. Clay Lacy Aviation, Inc., Case No. 21VECV00304: PAGA case involving various wage and hour violations; \$760,000 settlement; PAGA approval granted.

I declare under penalty of perjury under the laws of California that the above is true and correct. Executed on August 19, 2026, in Woodland Hills, California.

/s/ Manny Starr

MANNY STARR

Attorney for Plaintiff

EXHIBIT 1



Daniel Ginzburg | Attorney

dan@frontierlawcenter.com
(818) 914-3412
23901 Calabasas Road, Suite 2074
Calabasas, CA 91302



www.frontierlawcenter.com

March 5, 2024

Via Online Filing

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified Mail

Scorpion Services, Inc.
3255 Cahuenga Boulevard West
Suite 200
Hollywood, CA 90068

Subject: *Robert Enriquez v. Scorpion Services, Inc.*

Dear Representative:

This office represents Robert Enriquez ("Plaintiff") in connection with Labor Code violation claims related to their employment with Scorpion Services, Inc. ("Employer"). Employer can be contacted at:

Scorpion Services, Inc.
3255 Cahuenga Boulevard West
Suite 200
Hollywood, CA 90068

Plaintiff was subjected to at least one of the Labor Code violations alleged in this letter while employed by Employer. As such, Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period ("Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Specifically Aggrieved Employees were required to clock out for meal break but remain on call, on premises and on duty. Thus Employer owes Aggrieved Employees 30 minutes of unpaid time per shift.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. As a result of the minimum wage violations set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all minimum wages earned and all hours worked. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all minimum wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. As a result of the overtime violations set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all overtime wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all overtime wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

The Aggrieved Employees' meal breaks were regularly missed because there was no one to relieve Aggrieved Employees for their meal breaks

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable

opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, the Aggrieved Employees were required to remain on call, on premises and on duty because there was no one to relieve them.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed meal breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee’s resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day’s wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees were required to remain on call and generally on duty during their rest breaks. Courts have repeatedly held that employers may not impose any limits on rest

breaks. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016) (an employer cannot “satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call”)). Thus, Employer violated the Labor Code by requiring the Aggrieved Employees to remain on call and on duty during their rest breaks.

An employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer’s control. In fact, the California Division of Labor Standards and Enforcement has provided the following guidance on its website:

Q. Can my employer require that I stay on the work premises during my rest period?

A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer’s control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed rest breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the

employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned and total hours worked. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

The Aggrieved Employees were provided vacation time pay by Employer pursuant to Employer's Vacation Time Pay Policy. The Aggrieved Employees were entitled to receive all vested but unpaid vacation time pay upon the conclusion of their employment with Employer. (Labor Code section 227.3). However, Employer failed to pay out this vested vacation time pay, and similarly failed to pay waiting time penalties based thereon.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Daniel Ginzburg

EXHIBIT 2

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue 3/5/2024 10:10 AM

To: Taylor McCarthy <TaylorM@frontierlawcenter.com>

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1014756-24

Order Number: ORD-000273544

Total: \$75.00

Card Type: Visa

Date: 3/5/2024

Billing Information

Name: Emmanuel Starr

Email: taylorM@frontierlawcenter.com

Billing Address:

23901 Calabasas Rd Suite 1084

Calabasas, California

91302

EXHIBIT 3

Taylor McCarthy

From: no-reply@formassembly.com
Sent: Monday, February 9, 2026 10:05 AM
To: Taylor McCarthy
Subject: Thank you for your Proposed Settlement Submission

02/09/2026 10:04:25 AM

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

Item submitted: Proposed Settlement

On 02/09/2026 10:04:25 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1014756-24

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

EXHIBIT 4

Attorney Time/Fees - Case Number: CIVSB2417682

Fee Date	Staff	Subject	Billing Hrs	Rate	Billable Amount
3/12/2026	Daniel Ginzburg	(Quenga) - Motion for Preliminary Approval of Class Action Settlement attended	0.5	\$650.	\$325.
10/9/2025	Daniel Ginzburg	Phone Call To: Robert Enriquez	0.1	\$650.	\$65.
9/16/2025	Daniel Ginzburg	Phone Call From: Robert Enriquez	0.1	\$650.	\$65.
9/16/2025	Daniel Ginzburg	Phone Call To: Robert Enriquez	0.1	\$650.	\$65.
9/11/2025	Manny Starr	Phone Call To: Robert Enriquez	0.1	\$750.	\$75.
8/5/2025	Daniel Ginzburg	Phone Call From: Robert Enriquez	0.1	\$650.	\$65.
7/17/2025	Daniel Ginzburg	2025-05-28 Mediation Brief (draft to CC) reviewed	0.2	\$650.	\$130.
7/8/2025	Daniel Ginzburg	Phone Call From: Robert Enriquez	0.1	\$650.	\$65.
6/23/2025	Daniel Ginzburg	2024-11-19 Scorpion Mediation Requests (draft to CC) reviewed	0.1	\$650.	\$65.
6/23/2025	Daniel Ginzburg	2025-05-28 Mediation Brief (draft to CC) reviewed	0.1	\$650.	\$65.
6/5/2025	Daniel Ginzburg	Memo reviewed - damages	0.1	\$650.	\$65.
6/4/2025	Daniel Ginzburg	Phone Call To: Robert Enriquez	0.1	\$650.	\$65.
6/4/2025	Daniel Ginzburg	Phone Call To: Daniel Brown	0.1	\$650.	\$65.
6/4/2025	Daniel Ginzburg	MEDIATION - prep and attended	12.	\$650.	\$7,800.
6/4/2025	Daniel Ginzburg	Memo created, then edited - Mediation notes	1.	\$650.	\$650.
6/4/2025	Daniel Ginzburg	Memo created - damages	0.1	\$650.	\$65.
6/4/2025	Manny Starr	MEDIATION - remote attendance	3.5	\$750.	\$2,625.
6/2/2025	Daniel Ginzburg	preparing for mediation with the client	5.	\$650.	\$3,250.
5/28/2025	Daniel Ginzburg	reviewing documents provided for mediation by DEF	8.	\$650.	\$5,200.
4/25/2025	Daniel Ginzburg	CMC attended	0.5	\$650.	\$325.
2/25/2025	Daniel Ginzburg	Memo created - Financials	0.1	\$650.	\$65.
2/13/2025	Daniel Ginzburg	Phone Call To: Robert Enriquez	0.1	\$650.	\$65.
2/13/2025	Daniel Ginzburg	2 internal messages sent/reviewed	0.2	\$650.	\$130.
1/15/2025	Daniel Ginzburg	Memo created - The class appears to be around 1000	0.1	\$650.	\$65.
1/10/2025	Daniel Ginzburg	Phone Call To: Daniel Brown	0.1	\$650.	\$65.
1/7/2025	Daniel Ginzburg	CMC attended	0.5	\$650.	\$325.
1/7/2025	Daniel Ginzburg	Memo reviewed - HRNG - CMC	0.1	\$650.	\$65.
12/16/2024	Daniel Ginzburg	JPA.1 (MS Redlines) reviewed	0.2	\$650.	\$130.
12/5/2024	Manny Starr	1 email sent/reviewed regarding Robert Enriquez v. Scorpion Services, Inc.	0.1	\$750.	\$75.
10/15/2024	Daniel Ginzburg	Memo edited - HRNG - CMC	0.5	\$650.	\$325.
10/15/2024	Manny Starr	2 emails sent/reviewed regarding Quenga / Scorpion Services - Draft JPA	0.1	\$750.	\$75.
9/24/2024	Daniel Ginzburg	Memo edited - HRNG - CMC	0.1	\$650.	\$65.
9/20/2024	Manny Starr	20240306151419921 reviewed	0.1	\$750.	\$75.
9/17/2024	Manny Starr	2 emails sent/reviewed regarding Quenga / Scorpion Services - Draft JPA	0.1	\$750.	\$75.
9/12/2024	Daniel Ginzburg	CMC (Department 48) attended	0.5	\$650.	\$325.
9/12/2024	Manny Starr	Complaint reviewed	0.1	\$750.	\$75.
9/11/2024	Daniel Ginzburg	Phone Call From: Robert Enriquez	0.1	\$650.	\$65.
9/11/2024	Daniel Ginzburg	Phone Call From: Robert Enriquez	0.1	\$650.	\$65.
9/11/2024	Manny Starr	Wage and Hour Complaint reviewed	0.2	\$750.	\$150.
9/4/2024	Daniel Ginzburg	5 internal messages sent/reviewed	0.1	\$650.	\$65.
9/4/2024	Manny Starr	1 internal message sent/reviewed	0.1	\$750.	\$75.
5/23/2024	Daniel Ginzburg	Phone Call From: Robert Enriquez	0.1	\$650.	\$65.
5/23/2024	Daniel Ginzburg	Phone Call To: Robert Enriquez	0.1	\$650.	\$65.
5/13/2024	Daniel Ginzburg	PAGA Letter Template edited	0.1	\$650.	\$65.
5/13/2024	Daniel Ginzburg	Matter admin	0.1	\$650.	\$65.
5/13/2024	Daniel Ginzburg	Wage and Hour Complaint created	0.3	\$650.	\$195.
5/13/2024	Daniel Ginzburg	ROBERT ENRIQUEZ PAGA MAILED reviewed	0.1	\$650.	\$65.
5/13/2024	Daniel Ginzburg	Damage Calculation reviewed	0.1	\$650.	\$65.
5/13/2024	Daniel Ginzburg	Memo reviewed - no wrongful term	0.5	\$650.	\$325.
3/1/2024	Daniel Ginzburg	Phone Call To: Robert Enriquez	0.1	\$650.	\$65.
3/1/2024	Daniel Ginzburg	Matter admin	0.1	\$650.	\$65.
3/1/2024	Daniel Ginzburg	Analysis 10.24.2023 Robert Enriquez v. Scorpion Services Inc. reviewed	0.3	\$650.	\$195.
3/1/2024	Daniel Ginzburg	Memo created	0.1	\$650.	\$65.
3/1/2024	Daniel Ginzburg	PAGA Letter created, then reviewed	0.2	\$650.	\$130.
2/27/2024	Daniel Ginzburg	1 internal message sent/reviewed	0.1	\$650.	\$65.
2/19/2024	Daniel Ginzburg	1 internal message sent/reviewed	0.1	\$650.	\$65.
2/15/2024	Manny Starr	1 internal message sent/reviewed	0.1	\$750.	\$75.
2/15/2024	Manny Starr	Matter admin	0.1	\$750.	\$75.
2/15/2024	Manny Starr	Analysis 10.24.2023 Robert Enriquez v. Scorpion Services Inc. reviewed	0.1	\$750.	\$75.
11/6/2023	Manny Starr	Initial case review and evaluation	0.5	\$750.	\$375.
Totals			38.7		\$25,675.

EXHIBIT 5

Expenses

for Robert Enriquez - Employment Claim - Scorpion Services, Inc. - Charge No.: LWDA-CM-1014756-24 Superior Court Case No.: CIVSB2417682

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
6/2/2025		Quenga Attorney Talk Inv. No. 3643 - Mediation Data Analysis	Kaylie Urango	1	\$2,205.00	True	No	-	\$2,205.00
4/9/2025		One Legal Credit Card Sale_06991144	Kaylie Urango	1	\$23.44	True	No	-	\$23.44
12/16/2024		One Legal Credit Card Sale_06639703	Taylor McCarthy	1	\$177.28	True	No	-	\$177.28
9/10/2024		SoD Mailing Fee	Dane Huntsman	1	\$9.64	True	No	-	\$9.64
9/10/2024		One Legal Credit Card Sale_06346454	Dane Huntsman	1	\$19.71	True	No	-	\$19.71
9/4/2024		One Legal Credit Card Sale_06339596	Dane Huntsman	1	\$19.71	True	No	-	\$19.71
7/3/2024		Service of process/Invoice #UTL-2024024532	Taylor McCarthy	1	\$68.00	True	No	-	\$68.00
5/22/2024		One Legal Credit Card Sale_06038374	Rosemary Flores	1	\$467.55	True	No	-	\$467.55
3/5/2024		PAGA Mail Fee	Taylor McCarthy	1	\$8.93	True	No	-	\$8.93
3/5/2024		ORD-000273544	Taylor McCarthy	1	\$75.00	True	No	-	\$75.00
11/7/2023		EE File Request Mail Fee	Taylor McCarthy	1	\$8.53	True	No	-	\$8.53
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$3,082.79
Total									\$3,082.79