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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated
[Additional Counsel for Plaintiffs on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JUSTIN BROWN, and SHAYNA AMSTER
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiff,

v.

JOSHUA'S PEST CONTROL, a California
Limited Partnership; MOXIE PEST
CONTROL, L.P., an Entity Unknown; MOXIE
ADVISORS, LLC, a Utah Limited Liability
Company; WALTON HOLDINGS GP, LLC, a
Texas Limited Liability Company;
MGFLEMING HOLDINGS, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CVRI2402875

Assigned for All Purposes to:
Honorable Harold Hopp
Department 1

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS AWARD, AND SERVICE
PAYMENTS**

Hearing Date: May 8, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)

JUSTICE LAW CORPORATION

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Pasadena, California 91103

Telephone: (818) 230-7502

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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

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I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of California. I am the founding member of Justice Law Corporation. I am the attorney of record for Plaintiff Shayna Amster (“Plaintiff Amster”) and Class in the instant action. Lauby, Mankin & Lauby LLP is the attorney of record for Plaintiff Justin Brown (“Plaintiff Brown”) and the Class in the instant action. Plaintiff Amster and Plaintiff Brown are collectively known as “Plaintiffs”. I have personal knowledge of the facts set forth below. If called to testify I could do so competently.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On January 27, 2026, the Court preliminarily approved the Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement,” “Settlement,” or “Agreement”), provisionally certified the Justice Law Corporation and Lauby, Mankin & Lauby LLP as Class Counsel, conditionally certified the Class, and appointed Plaintiffs as the class representatives for settlement purposes. The Court ordered the mailing of the Notice, Request for Exclusion Form, Objection Form, and Dispute Form. The Court adopted and ordered implementation of the notice procedures as specified in the Agreement. Phoenix Class Action Administration Solutions was appointed by the Court to serve as the Settlement Administrator.

WORK PERFORMED BY JUSTICE LAW CORPORATION

3. Justice Law Corporation has been engaged in the litigation of this matter. Prior to the filing of this case and continuing throughout, Justice Law Corporation investigated the factual and legal issues, which entailed the exchange of information pursuant to discovery. This investigation included Justice Law Corporation drafting and propounding special interrogatories and requests for production of documents and reviewing the responses. The following information was received to properly evaluate the claims, among other things: (a) personnel records; (b) Class Members' demographic information (*e.g.*, information bearing on the Class size); (c) documents pertaining to Defendants Joshua's Pest Control, L.P., Moxie Pest Control, L.P., Moxie Advisors, LLC, Walton Holdings GP, LLC, and MGFleming Holdings,

1 Inc.'s ("Defendant") relevant policies, practices, and procedures (*e.g.*, meal and rest breaks,
2 timekeeping, payroll, reimbursement, etc.), such as the employee guide and policy documents;
3 and (d) sampling of time and payroll records. Using the information obtained, the following was
4 determined: (i) Class Members' average hourly rates of pay; (ii) number of current and former
5 Class Members employed during the Class Period; (iii) number of Class Members employed
6 during the Private Attorneys General Act of 2004 ("PAGA") Period; (iv) number of shifts
7 worked by the Class Members during the Class Period; (v) number of hours worked during the
8 shifts; (vi) number, length, and timing of taken; and (vii) number of workweeks and pay periods
9 within the Class and PAGA Period.

10 4. Documents produced by Defendant and other sources were reviewed and
11 analyzed. Putative class members were also located and interviewed to obtain a better
12 understanding of their work experience. These interviews with the putative class members
13 allowed for the determination of the extent and frequency of the alleged violations and
14 circumstances giving rise to these violations. The collection of this information increased the
15 likelihood of negotiating a reasonable settlement.

16 5. The documents analyzed provided a critical understanding of the nature
17 of work performed by the Class Members and policies, practices, and procedures in place. The
18 documents were used in assessing liability and damages regarding all phases of the litigation.
19 The investigation conducted allowed for a better understanding of the strengths and weaknesses
20 of the claims and defenses and benefits of the Settlement Agreement. The investigation
21 conducted by Justice Law Corporation included: (a) determining Plaintiffs' suitability to serve
22 as the class representatives via interviews and analyses of employment documents and related
23 records; (b) evaluating the potential claims and applicable defenses; (c) researching wage-and-
24 hour class actions with similar claims, nature of the job positions, and type of employer; (d)
25 locating and interviewing the putative class members to corroborate the existing legal theories;
26 (e) drafting the necessary written notices to the California Labor and Workforce Development
27 Agency; (f) drafting and propounding the formal discovery requests and reviewing the
28 responses; (g) engaging in motions practice with Defendant (*e.g.*, opposing Defendant's

Demurrer to the Complaint); (h) analyzing the labor policies, practices, and procedures in place pursuant to documents produced; (i) researching class certification and manageability in similar cases; (j) being in frequent communication with co-counsel; (k) estimating potential damages for settlement purposes; (l) preparing for and participating in settlement negotiations; and (m) drafting and finalizing the Settlement Agreement (and exhibits).

6. After the exchange of relevant information, the Parties participated in a full day of mediation. The mediator helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks. While the Parties did not initially settle at mediation, continued negotiations with the mediator's assistance eventually resulted in a global settlement. At all times, the negotiations were adversarial and non-collusive.

7. Class Counsel seek attorneys' fees of \$166,666.67 (1/3 of the Settlement Amount). This percentage award is commensurate with the: (a) risks undertaken; (b) time, effort, and expense dedicated to this matter; (c) skill and determination displayed along with the quality of work; (d) results achieved; and (e) other cases declined to devote time and effort to this matter. This was not a clear-cut case due to several factors, including: (i) difficulties in pinning down job responsibilities, wages paid, and breaks taken; (ii) myriads of documents that had to be reviewed and analyzed; (iii) shifting wage-and-hour laws overlaid by risks of class certification being denied; (iv) being in frequent communications with co-counsel during the litigation of this matter; (v) drafting and propounding formal discovery requests and reviewing the responses; (vi) engaging in motions practice with Defendant; and (vii) Defendant's initial resistance to the relief.

8. I am aware that the common and acceptable rate for contingency representation in wage-and-hour class action litigation is forty percent (40%) before trial, with the range being from thirty-three and one-third percent (33.3%) to fifty percent (50%).

9. Justice Law Corporation incurred many hours of work in connection with this case. The total hours worked by Justice Law Corporation are 161.1 hours (61.1 hours for Douglas Han, 52.7 hours for Shunt Tatavos-Gharajeh, and 47.3 hours for Lily Short). Attached hereto as **Exhibit 1** is a Task & Time Chart detailing time spent on requisite tasks by Justice

1 Law Corporation. These hours do not include forthcoming administrative oversight during the
2 payment period, final report preparation, and reporting regarding the final disbursement.

3 10. Based upon the total of 161.1 hours worked and utilizing reasonable
4 hourly rates commensurate with the attorneys' experience, Justice Law Corporation's base
5 lodestar fees calculation is \$120,800. The hourly rates are \$900 per hour for myself, \$800 per
6 hour for my associate Shunt Tatavos-Gharajeh, and \$500 per hour for my former associate Lily
7 Short. These hourly rates are commensurate with our individual backgrounds, background of
8 our firm, and our training and experience in litigating class actions, particularly wage-and-hour
9 matters. Finally, the hours spent are fully documented and aligned with the expected fees for a
10 matter of this duration and complexity, given the amount at stake.

11 11. In support of Justice Law Corporation's hourly rates, attached hereto as
12 **Exhibit 2** is an excerpt of the 2022 Real Rate Report compiled by Wolters Kluwer that
13 surveyed the hourly rates charged in 2022 by hundreds of attorneys in the Los Angeles County
14 area. For example, the real market rates of Los Angeles County area attorneys who practiced
15 "Litigation" are surveyed at page 16 of the report, which describes the 2022 rates charged by
16 322 Los Angeles County partners and 408 Los Angeles County associates. For that category,
17 the Third Quartile Los Angeles County rates were \$1,045 per hour for partners and \$855 per
18 hour for associates. Similarly, page 26 of the report describes the 2022 rates charged by 63 Los
19 Angeles County associates with "Fewer Than 3 Years" of experience. For this category, the
20 Third Quartile Los Angeles County rate was \$654 per hour for associates. Page 26 of the report
21 also describes the 2022 rates charged by 144 Los Angeles County associates with "3 to Fewer
22 Than 7 Years" of experience. For that category, the Third Quartile Los Angeles County rate was
23 \$838 per hour for associates. Next, page 26 of the report describes the 2022 rates charged by
24 171 Los Angeles County associates with "7 or More Years" of experience. For that category,
25 the Third Quartile Los Angeles County rate was \$840 per hour for associates. Likewise, page 32
26 of the report describes the 2022 rates charged by 183 Los Angeles County partners with "Fewer
27 Than 21 Years" of experience. For this category, the Third Quartile Los Angeles County rate
28 was \$1,075 per hour for partners. Finally, Justice Law Corporation's hourly rates are in line

1 with the Laffey Matrix, attached hereto as **Exhibit 3**.

2 12. The attorneys' fees are in line with the awards in similar cases in the
3 State of California and nationwide and are consistent with the market rates. Justice Law
4 Corporation has also been routinely awarded at least thirty-five percent (35%) fee requests or
5 more in similar class action and representative matters throughout the State of California. (See
6 *Barnes v. Grgich Hills Cellars*, Napa County Superior Court, Case No. 24CV001786, final
7 approval granted on March 11, 2026 granting 35% fee request; *Keller v. Bobcat Central, Inc.*,
8 San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0001968, final approval
9 granted on January 27, 2026 granting 35% fee request; *Daley v. Acosta Sales and Marketing*
10 *Inc, et al.*, Los Angeles County Superior Court, 24STCV09466, PAGA approval granted on
11 November 18, 2025 granting 35% fee request; *Briseno v. Three Hands Corporation, et al.*, Los
12 Angeles County Superior Court, Case No. 21STCV00443, final approval granted on October 6,
13 2025 granting 35% fee request; *Cisneros v. Artesia Christian Home, Inc.*, Los Angeles County
14 Superior Court, Case No. 24STCV17443, final approval granted on September 17, 2025
15 granting 35% fee request; *Hill v. Pacific Choice Brands LLC*, Riverside County Superior Court,
16 Case No. CVRI2304807, PAGA approval granted on July 3, 2025 granting 35% fee request;
17 *Lopez v. Olivet International, Inc.*, Riverside County Superior Court, Case No. CVRI2303759,
18 final approval granted on June 6, 2025 granting 35% fee request; *Hill v. NorCal LastMile LLC*,
19 Mendocino County Superior Court, Case No. 22CV00805, final approval granted on May 7,
20 2025 granting 35% fee request; *Whitaker v. OREQ Corporation*, Riverside County Superior
21 Court, Case No. CVRI2303588, final approval granted on April 4, 2025 granting 35% fee
22 request; *Martin v. Saint Agnes Medical Center*, Merced County Superior Court, Case No.
23 24CV-03068, final approval granted on March 28, 2025 granting 35% fee request; *Lee v.*
24 *Aquamor, LLC*, Riverside County Superior Court, Case No. CVRI2305592, final approval
25 granted on February 7, 2025 granting 35% fee request; *Evans, et al. v. Transcontinental*
26 *Ontario, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2317702
27 [Consolidated with Case No. CIVSB2331552], final approval granted on January 7, 2025
28 granting 35% fee request; *Bangley v. Bedon Construction, Inc.*, Kern County Superior Court,

Case No. BCV-23-103251, final approval granted on November 4, 2024 granting 35% fee request; *Renteria v. Camfil USA, Inc.*, Kings County Superior Court, Case No. 23CU0143, final approval granted on July 19, 2024 granting 35% fee request; *Rodriguez v. Central Valley Opportunity Center Incorporated*, Merced County Superior Court, Case No. 22CV-01358, final approval granted on May 2, 2024 granting 35% fee request; *Medrano v. G & J Heavy Haul, Inc.*, Tulare County Superior Court, Case No. VCU292423 [Consolidated With Case No. VCU292424], final approval granted on March 22, 2024 granting 35% fee request; *Salinas v. Claremont Retirement Management Services, Inc.*, Sacramento County Superior Court, Case No. 34-2021-00294807, final approval granted on March 1, 2024 granting 35% fee request; *Park v. Brenda's LLC dba Brenda's French Soul Food*, San Francisco County Superior Court, Case No. CGC-22-599371, final approval granted on September 26, 2023 granting 35% fee request; *Johnson v. Trumpet Behavioral Health, LLC, et al.*, Merced County Superior Court, Case No. 21CV-01505, final approval granted on May 30, 2023 granting 38% fee request; and *McEathron v. Ahern Rentals, Inc.*, Alameda County Superior Court, Case No. RG17867366, final approval granted November 23, 2022 granting 35% fee request.)

ADEQUACY OF JUSTICE LAW CORPORATION

13. In May 2004, I graduated from Pepperdine University School of Law with a Juris Doctor degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a minor in English from University of Houston.

14. Since its inception, our firm has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, unfair business practices, or consumer fraud. Our firm has successfully litigated to conclusion over three hundred (300) wage-and-hour class or representative actions. We are currently attorneys of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. During this time, in association with other law firms, we have obtained millions of dollars on behalf of thousands of individuals in the State of California.

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1 15. Attached hereto as **Exhibit 4** is a list of some of the class action and
2 representative matters for which Class Counsel were appointed to serve as the class counsel that
3 were granted final approval.

4 16. Our firm also has appellate experience that resulted in the following cases
5 being published that defined and clarified wage and hour law: (a) *Oswald v. Murray Plumbing*
6 *& Heating Corp.* (2022) 82 Cal.App.5th 938; (b) *Garner v. Inter-State Oil Co.* (2020) 52
7 Cal.App.5th 619; (c) *Brooks v. AmeriHome Mortgage Co., LLC* (2020) 47 Cal.App.5th 624; (d)
8 *Nieto v. Fresno Beverage Company, Inc.* (2019) 33 Cal.App.5th 274; and (e) *Esparza v. KSI*
9 *Industries, L.P.* (2017) 13 Cal.App.5th 1228.

10 17. Shunt Tatavos-Gharajeh is a Partner at my office. Shunt received his
11 undergraduate degree from University of California, Los Angeles and earned a Juris Doctor
12 degree from Southwestern University School of Law. Shunt was admitted to practice in the
13 State of California in December 2010. Shunt is admitted to practice in all state and federal
14 courts in the State of California. The focus of Shunt's practice is class action wage-and-hour
15 law. Shunt has worked on multiple class action cases and representative actions that have been
16 granted approval, including *Keles v. The Art of Shaving – FL, LLC*, Alameda County Superior
17 Court, Case No. RG13687151; *Esters v. HDB LTD. Limited Partnership*, Kern County Superior
18 Court, Case No. S-1500-CV-279879; *Guzman v. International City Mortgage, Inc.*, San
19 Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson v. Lentz Construction*
20 *General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-
21 279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No.
22 BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-
23 CV-266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court,
24 Case No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County
25 Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers,*
26 *LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon*
27 *v. Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-
28 00038150-CU-OE-CTL; *Antoine v. Riverstone Residential CA, Inc.*, Sacramento County

1 Superior Court, Case No. 34-2013-00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern
2 County Superior Court, Case No. S-1500-CV-284498; *Amaya v. Certified Payment Processing*,
3 Sacramento County Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol*
4 *Production Supply, Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron v.*
5 *Hydro Resources-West, Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana*
6 *v. Golden Empire Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De*
7 *La Torre v. Acuity Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No.
8 CIVDS1601800; *Dobbs v. Wood Group PSN, Inc.*, Kern County Superior Court, Case No.
9 BCV-16-101078; *Gonzalez v. Matagrano, Inc.*, San Francisco County Superior Court, Case No.
10 CGC-16-550494; *Harbabikian v. Williston Financial Group, LLC*, Ventura County Superior
11 Court, Case No. 56-2016-004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services,*
12 *Inc.*, Kern County Superior Court, Case No. BCV-16-100784; *Ramirez v. Crestwood*
13 *Operations, LLC*, Kern County Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton*
14 *Energy Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v.*
15 *B&L Casing Serve, LLC*, Kern County Superior Court, Case No. S-1500-CV-
16 282709; *Marketstar Wage and Hour Cases*, Alameda County Superior Court, Case No.
17 JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento County Superior Court,
18 Case No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons Construction, Inc.*,
19 Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial*
20 *Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis*
21 *Company, LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro v.*
22 *General Production Service of California, Inc.*, Kern County Superior Court, Case No. BCV-
23 15-101164. Shunt was also certified as class counsel in *Fulmer v. Golden State Drilling, Inc.*,
24 Kern County Superior Court, Case No. S-1500-CV-279707; *Manas v. Kenai Drilling Limited,*
25 Los Angeles County Superior Court, Case No. BC546330; *Nuncio v. MMI Services, Inc.*, Kern
26 County Superior Court, Case No. S-1500-CV-282534; and *Ferrer v. Ameriflex, Inc.*, Riverside
27 County Superior Court, Case No. RIC2002157, cases that were certified after a contested class
28 certification. Shunt is currently working on several wages-and-hour and PAGA matters across

1 reviewing the operative complaints. Plaintiffs prepared for and made themselves available to
2 participate in and provide their input regarding the settlement negotiations and to review and
3 approve the Settlement Agreement (and exhibits). Plaintiffs were also made aware of and
4 accepted the risks and sacrifices associated with serving as the class representatives (*e.g.*,
5 providing a broader release, risking an adverse judgment for attorneys' fees and costs, losing a
6 potential source of income). Plaintiffs' contributions were instrumental to the eventual
7 settlement of this matter. Thus, it is appropriate and just for Plaintiffs to receive the Service
8 Payments, in addition to the Individual Class Payments, for the services on behalf of the Class.

9 **LITIGATION COSTS AND EXPENSES INCURRED BY**
10 **JUSTICE LAW CORPORATION**

11 20. Justice Law Corporation has incurred \$3,022.42 in litigation costs and
12 expenses as reflected in **Exhibit 5**. These litigation costs and expenses were reasonable and
13 necessary.

14 21. On April 28, 2025, the Parties entered a Joint Prosecution and Fee-
15 Sharing Agreement ("JPA"). Under the JPA, the Parties agreed to split the attorneys' fees as
16 follows: twenty percent (20%) to Justice Law Corporation and eighty percent (80%) to Lauby,
17 Mankin & Lauby LLP. Attached hereto as **Exhibit 6** is a true and correct copy of the signed
18 JPA.

19 **CONCLUSION**

20 22. I submit that the Settlement reached is fair, reasonable, and adequate. I
21 submit that the Settlement is in the best interest of Plaintiffs and Class Members.

22
23 I declare that under the penalty of perjury under the laws of California the foregoing is
24 true and correct. Executed on this 8th day of April 2026 at Pasadena, California.

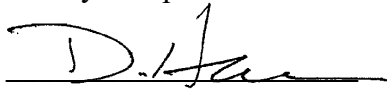
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26 Douglas Han

EXHIBIT 1

AMSTER V. JOSHUA'S PEST CONTROL LP
(SAN DIEGO COUNTY SUPERIOR COURT CASE No. 24CU001671C)
ATTORNEY TASK AND TIME CHART

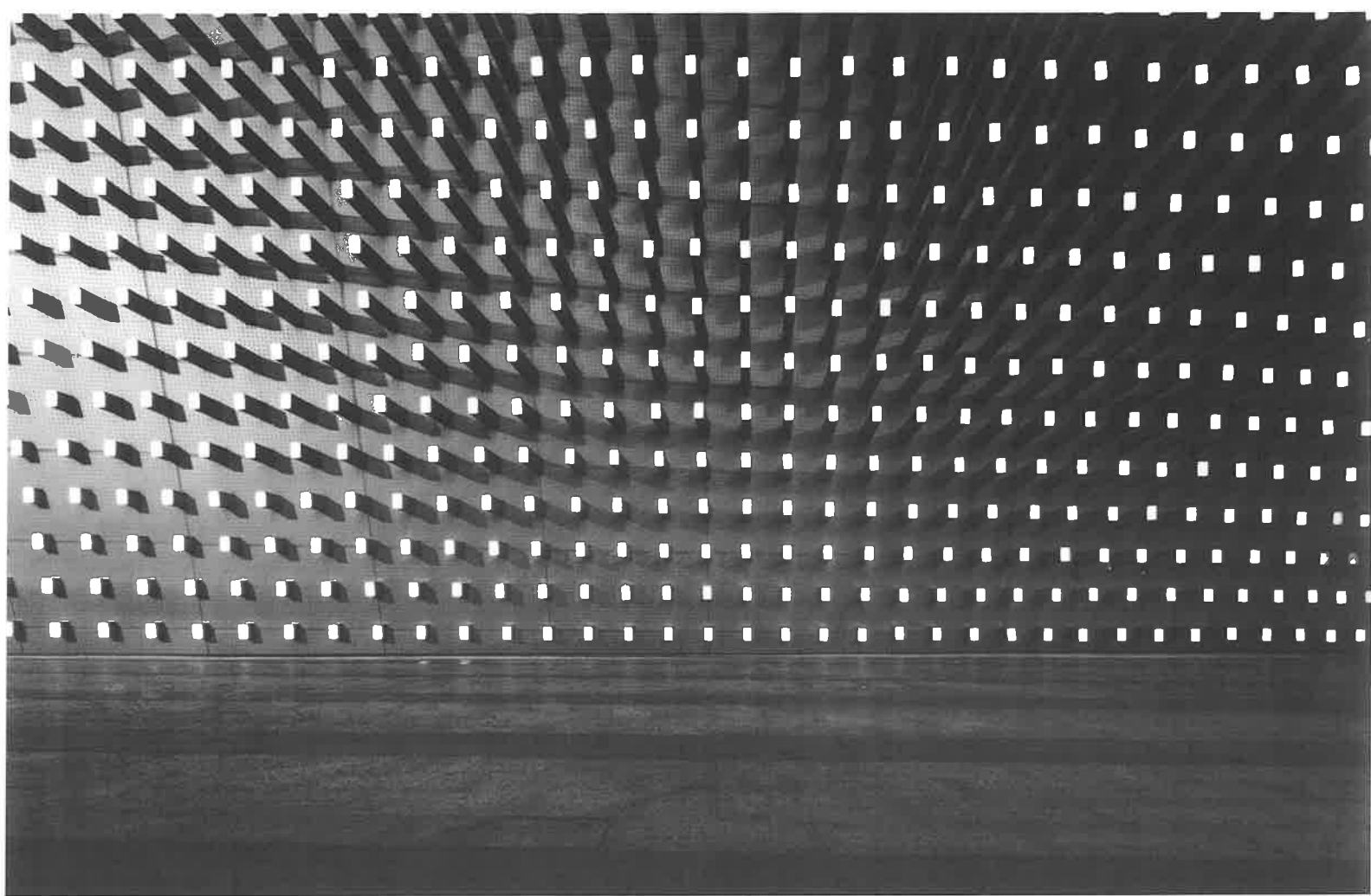
TASKS		JUSTICE LAW CORPORATION			
	DH	STG	LS	FIRM TOTAL	
Investigation and Research / Due Diligence					
Pre-Lawsuit Investigation of the Key Facts with a Focus on 1) Class Certification Elements, including Adequacy, Typicality, Superiority, and Commonality; 2) Merits of Plaintiff's Claims and the Merits of the Claims of the Putative Class Members; and 3) Potential Damages Exposure of Defendant with respect to the Damages Sustained by Shayna Amster	2.3	2.8	1.1	6.2	
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Certification, Liability, and Damages/Civil Penalties	1.9	2.1	1.5	5.5	
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Putative Class Members	1.5	2.4	1.2	5.1	
Meet and Communicate with Named Plaintiff Shayna Amster throughout the Pendency of the Case	12.4	10.9	9.3	32.6	
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	1.3	1.6	0.9	3.8	
Research and Analysis of Potential Defenses Defendants May Raise, Including, <i>de minimis</i> Work, Non-compensable Off-the-clock Work, compliant policies and manageability and arbitration agreements	1.7	2.2	1.4	5.3	
Communicating with Putative Class members, and Conduct Interviews, and Request Authorization for Personnel Records	6.4	7.1	4.6	18.1	
Analysis and Review of Time Records and Corresponding Wage Statements of Putative Class Members with a Focus on Violation Rates for Missed, Short, Late, or Interrupted Meal and Rest Periods, and Whether Any Corresponding Premium Pay Was Issued by Defendant or Regular Rate was Properly Calculated	3.4	4.7	2.8	10.9	
Pleadings and Court Filings					

Draft Plaintiff Shayna Amster's Class Action Complaint for Damages; Legal Research and Analysis of All Claims Involved (Filed 7.17.24)	1	1.5	0.9	3.4
Review Court's Notice of Case Assignment and Case Management Conference Dated July 18, 2024	0.1	0.1	0.1	0.3
Review and Analyze Defendant Joshua's Pest Control. LP.'s Notice of Related Case (Filed 9.18.24)	0.1	0.1	0.2	0.4
Review Defendant's Notice of Continuance of Case Management Conference (Filed 12.9.24)	0.1	0.1	0.1	0.3
Draft Plaintiff's Shayna Amster's Case Management Statement Regarding the March 21, 2025, Case Management Conference (Filed 3.6.25)	0.1	0.1	0.2	0.4
Review Defendant Joshuas Pest Control LP's Case Management Statement Regarding the March 21, 2025, Case Management Conference (Filed 3.6.25)	0.1	0.1	0.1	0.3
Review and Analyze Court's Tentative Ruling Regarding March 20, 2025 Hearing on Defendant's Demurrer Dated March 20, 2025	0.1	0.2	0.2	0.5
Review Court's Minute Order Dated March 21, 2025	0.1	0.1	0.2	0.4
Review Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Filed 1.30.26)	0.3	0.1	0	0.4
Appearances				
Prepare for and Attend Hearing on Defendant's Demurrer or Alternatively Motion to Stay (Via Telephonic Appearance on March 21, 2025)	0	0	1.5	1.5
Prepare for and Attend Case Management Conference (Via Telephonic Appearance on November 18, 2025)	1.5	0	0	1.5
Prepare for and Attend Hearing on Motion for Preliminary Approval of Class Action Settlement (Via Telephonic Appearance on January 8, 2026)	1.5	0	0	1.5
Prepare for and Attend Hearing on Motion for Final Approval of Class Action Settlement (Anticipated)	1.5	0	0	1.5
Discovery and Depositions				
Draft Letter to Defense Counsel Re: Request for Personnel File, Pay Stubs and Time Records for Plaintiff Shayna Amster	1.3	0	0	1.3

Review and Analyze Plaintiff Shayna Amster's Personnel File, Pay Stubs, and Time Records Produced by Defendant	0.7	1.4	2.1	4.2
Draft Plaintiff Shayna Amster's Notice of Deposition to Defendant Joshua's Pest Control, LP.'s Person Most Qualified and Request for Production of Documents (Served 8.30.24)	0.1	0.3	0.5	0.9
Review and Analyze Defendant's Objection to Plaintiff's Notice of Taking Deposition of Defendant Joshua's Pest Control, LP.'s Person Most Qualified and Request for Production of Documents (Served on 9.12.24)	0.1	0.2	0.4	0.7
Draft Plaintiff Shayna Amster's Requests for Production of Documents (Set One) and Special Interrogatories (Set One) to Defendant Joshua's Pest Control, LP. (Propounded on 8.20.24)	0.1	0.5	2.8	3.4
Review and Analyze Defendant Joshua's Pest Control, LP.'s Responses to Requests for Production of Documents (Set One) and Special Interrogatories (Set One) (Responded on 9.23.24)	0.1	1.2	1.5	2.8
Mediation and Settlement				
Negotiate, Draft and Finalize Settlement Agreement Terms with Defense Counsel; Meet and Confer and Revise Settlement Agreement and Class Notice	5.4	0	1.1	6.5
Coordinate Settlement Administration with Settlement Administrator; Ongoing Monitoring of Settlement Administration; Respond to Class Member Inquiries; Communicate with Class Member Re: Deadline and Claims Procedures	1.9	1.5	0	3.4
Letters and Correspondence				
Draft Notice to State of California Labor & Workforce Development Agency Re Shayna Amster's Claim for Penalties Under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, <i>et seq.</i> (Submitted to LWDA on 5.6.24)	1.3	0.8	0	2.1
Draft Correspondence to, and Respond to Correspondence from, Telephone conference calls with Defense Counsel throughout the Pendency of the Lawsuit	5.9	7.5	5.3	18.7
Law and Motion				
Review and Analyze Defendant Joshua's Pest Control, LP. Notice of Demurrer and Demurrer or, Alternatively, Motion to Stay Further Proceedings on Grounds of Exclusive Concurrent Jurisdiction; Request for Judicial Notice In Support thereof; Declaration of Travis A. Beck In Support Thereof; (Filed 9.12.24)	0.4	0.7	2.3	3.4

Prepare Plaintiff Shayna Amster's Opposition to Defendant's Demurrer to Her Complaint; Declaration of Lily Short In Support Thereof; Request for Judicial Notice In Support Thereof (Filed 3.10.25)	0.3	0.6	3.3	4.2
Review and Analyze Defendant Joshua's Pest Control. LP.'s Reply In Support of Demurrer or, Alternatively Motion to Stay Further Proceedings on Ground of Exclusive Concurrent Jurisdiction (Filed 3.14.25)	0.2	0.2	1.7	2.1
Review Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof; Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date; Declaration of Douglas Han In Support Thereof; Declaration of Anne Osborn; Declaration of Proposed Administrator Julie Green; and [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (Filed 1.8.26)	3.6	1.1	0	4.7
Review Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payments Briefing and Supporting Documents (Anticipated)	2.3	0.5	0	2.8
Total Hour Per Lawyer:	61.1	52.7	47.3	-
Total Hours Combined:	161.1			

EXHIBIT 2



ELM Solutions

2022 Real Rate Report[®]

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

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A Letter to Our Readers

Welcome to the Wolters Kluwer ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by the Wolters Kluwer ELM Solutions LegalVIEW® data warehouse, which has grown to include \$155B+ in anonymized legal data.

Last year, we launched our LegalVIEW Insights report series, which presented the first-of-its-kind legal analysis of total outside spend, vendor counts, staffing ratios, and other matters. This year, LegalVIEW Insights has gone even deeper into these issues and, together with the Real Rate Report, is a great tool to benchmark performance and improve from there.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer ELM Solutions

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Las Vegas NV	Associate	15	\$250	\$308	\$361	\$314	\$313	\$283
	Partner	16	\$215	\$250	\$311	\$271	\$260	\$287
Little Rock AR	Associate	17	\$150	\$150	\$185	\$173	\$171	\$188
	Partner	743	\$550	\$825	\$1,140	\$863	\$844	\$796
Los Angeles CA	Associate	1007	\$429	\$610	\$847	\$649	\$676	\$618
	Partner	22	\$265	\$325	\$360	\$326	\$343	\$339
Louisville KY	Associate	20	\$196	\$248	\$271	\$240	\$232	\$232
	Partner	11	\$378	\$425	\$535	\$447	\$426	\$437
Madison WI	Partner	30	\$290	\$359	\$425	\$365	\$349	\$354
Memphis TN	Associate	156	\$271	\$387	\$476	\$393	\$379	\$372
	Partner	214	\$364	\$528	\$688	\$542	\$535	\$504
Miami FL	Associate	23	\$265	\$290	\$361	\$312	\$310	\$300
	Partner	36	\$290	\$375	\$464	\$448	\$449	\$448
Milwaukee WI	Associate	168	\$454	\$626	\$728	\$611	\$576	\$543
	Partner	168	\$454	\$626	\$728	\$611	\$576	\$543
Minneapolis MN	Partner	168	\$454	\$626	\$728	\$611	\$576	\$543

EXHIBIT 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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[Home](#)

			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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 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 $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 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 4

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricial Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO11327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Penca v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo
Sarah Chasen, et al. v. Alliance Building Services, LLC (WA)	King County Superior Court	24-2-02041-1	Cindi Port
Joshua King v. Beacon Sales Acquisition, Inc. (WA)	King County Superior Court	22-2-14226-0 SEA	Marshall L. Ferguson

EXHIBIT 5

JUSTICE LAW CORPORATION CASE COST DETAIL
Joshua's Pest Control, L.P. adv. Brown, et al.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/3/2024	SignNow	Attorney Services	\$ 5.00
5/6/2024	Labor and Workforce Development Agency	PAGA Filing Fee	\$ 75.00
5/6/2024	United States Postal Service	Mailing Correspondence	\$ 27.51
5/10/2024	United States Postal Service	Mailing Correspondence	\$ 10.85
7/18/2024	OneLegal	Filing & Filing Fee	\$ 1,496.33
7/30/2024	OneLegal	Service of Process	\$ 87.51
7/31/2024	OneLegal	Service of Process	\$ 133.84
7/31/2024	OneLegal	Filing	\$ 18.99
8/20/2024	United States Postal Service	Service of Documents	\$ 3.29
3/6/2025	OneLegal	Filing	\$ 21.37
3/10/2025	General Logistics Systems	Service of Documents	\$ 27.96
3/11/2025	OneLegal	Filing	\$ 21.37
10/20/2025	SignNow	Attorney Services	\$ 5.00
10/29/2025	SignNow	Attorney Services	\$ 5.00
	LexisNexis	Legal Research	\$ 1,000.00
	Justice Law Corporation (In House)	Photocopies (556 @ \$0.15 per page)	\$ 83.40
		Total Cost	\$ 3,022.42

EXHIBIT 6

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Justin Brown v. Joshua's Pest Control, et al., Riverside Superior Court Case No. CVRI2402875
Shayna Amster v. Joshua's Pest Control, L.P., San Diego Superior Court Case No. 24CU001671C

Lauby, Mankin & Lauby LLP ("LML") on the one hand, and the Justice Law Corporation ("JLC") on the other hand (collectively, the "Attorneys") enter into this Joint Prosecution and Fee-Sharing Agreement ("Agreement") to work together as Co-Counsel in the class/representative wage and hour action(s) of: (1) *Justin Brown v. Joshua's Pest Control, et al.*, Riverside Superior Court Case No. CVRI2402875 (the "*Brown* Action"), and (2) *Shayna Amster v. Joshua's Pest Control, L.P.*, San Diego Superior Court Case No. 24CU001671C (the "*Amster*" Action) (the *Brown* and *Amster* Actions shall be collectively referred to as the "Actions").

1. Relationship of Co-Counsel

a) The Attorneys will work together to vigorously prosecute the Actions. The Attorneys agree to serve jointly as counsel of record for Plaintiffs in the Action. Plaintiffs Brown and Amster (collectively, "Plaintiffs") accept such retention as acknowledged below.

b) LML will serve as lead counsel in the Actions and JLC will serve as co-counsel. Under this Agreement, LML will be responsible for performing the lion's share of the work and will be responsible for all major strategy decisions and work assignments, including but not limited to motions, expert retention, trial, and determining the type of relief to accept in settlement. JLC agrees that it will participate in the Actions as reasonably requested. Attorneys agree to keep each other apprised of all developments in the Actions, including communication with the clients, the court, and opposing counsel, and with regard to any settlement communications. Attorneys agree to confer in good faith to divide work and assign responsibilities as set forth herein, as well as to resolve any disputes which may arise.

2. Attorney Fees and Costs

a) Attorneys shall divide any fee award resulting from the litigation and settlement of the Actions, including any multiplier (*i.e.*, premium above the lodestar) as follows: 80% to LML and 20% to JLC, whether based on a percentage of the common fund or lodestar.

b) Attorneys will maintain specific time records in .1 increments containing a description of the work performed and cost summaries for all costs reasonably incurred in prosecuting the Actions. Attorneys will inform each other of their respective lodestar totals upon reasonable request during the pendency of the litigation, including total hours billed, hourly rate, and fees billed for each timekeeper, as well as cost summaries.

c) Following either a settlement or a judgment, Attorneys will jointly bring a timely application for an award of attorneys' fees and costs as necessary in the court in which the Actions are pending, and will not oppose, disparage or otherwise undermine each other's portion of the application. Attorneys agree to direct Defendant or the Settlement Administrator to pay the award of fees and costs in a manner that is consistent with this Agreement.

d) Attorneys will each advance their own ordinary "in house" case-related expenses and costs with respect to the Action, such as copying, telephone charges, postage, travel, and on-line research (*e.g.*, Lexis and Westlaw). Attorneys shall share mutually agreeable "out of pocket" litigation costs, such as experts, document production, and deposition costs, and the like as they are incurred from the date of this Agreement, and in proportion to the fee-sharing percentages set forth above (*i.e.*, 80/20).

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Justin Brown v. Joshua's Pest Control, et al., Riverside Superior Court Case No. CVRI2402875
Shayna Amster v. Joshua's Pest Control, L.P., San Diego Superior Court Case No. 24CU001671C

e) Neither Attorney shall incur a cost that is anticipated to exceed \$3,500 without first consulting the other Attorney. In the event that the Attorneys do not mutually agree to incur the cost, the Attorney wishing to incur the cost shall be responsible for advancing the cost, which shall be reimbursed in accordance with the paragraph immediately below.

f) In the event that such costs are not awarded by the court, the full amount of such costs shall be reimbursed to each law firm who paid them from the award of attorneys' fees, before the division of attorneys' fees pursuant to this agreement. The application for costs filed with the court shall be limited to expenditures made by Attorneys for costs, as that term is defined herein. If a separate award is made for costs, Attorneys shall be entitled to the costs that it incurred, as awarded by the court. Attorneys shall not be reimbursed for costs that the court does not allow in its award of costs. Attorneys shall be responsible for the timely preparation of a declaration in support of any costs for which it seeks reimbursement. If, for any reason other than the failure of either LML or JLC to timely prepare a declaration in support of the application for costs, the costs awarded are not sufficient to fully reimburse either LML or JLC for the costs incurred, the award of costs shall be distributed among LML and JLC on a pro-rata basis as set forth above. If either LML or JLC fail to timely prepare declaration in support of the costs that it incurred, then the costs awarded shall first be used to reimburse in full the costs incurred by the law firm who timely prepared a declaration.

g) If during the course of the litigation, one Attorney expends significantly more agreed upon costs than the other Attorney, the Attorneys agree to share up to date cost summaries upon request, and if the costs expended are not generally in-line with the allocation set forth in paragraph 2(d) above, the Attorney who has paid a lesser percentage agrees to reimburse the other Attorney for the agreed upon costs in accordance with the stated allocation (excluding costs incurred in paragraph 2(e), above.)

3. No Partnership, Joint Venture, Or Agency Relationship

Nothing contained herein shall constitute or be construed to imply that a partnership, joint venture, employment, or principal/agent relationship exists between Attorneys as a result of this Agreement.

4. Professional Negligence

Attorneys assume no liability for each other's professional negligence. Pursuant to California Rules of Professional Conduct, Rule 1.4.2, JLC hereby advises Plaintiffs that JLC does not have professional liability insurance and is, instead, self-insured.

5. Choice of Law, Statute of Limitations and Dispute Resolution

This Agreement shall be interpreted under the laws of the State of California. Attorneys agree that any action in relation to an alleged breach of this Agreement shall be commenced in Riverside, California, within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

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JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Justin Brown v. Joshua's Pest Control, et al., Riverside Superior Court Case No. CVRI2402875
Shayna Amster v. Joshua's Pest Control, L.P., San Diego Superior Court Case No. 24CU001671C

6. Client Consent

To the extent required by law, Attorneys shall obtain their respective client's written consent to the joint prosecution and fee sharing arrangement set forth in this agreement.

7. Full Agreement

This is an integrated contract and reflects the full agreement of Attorneys, and it may only be modified in writing. No prior or contemporaneous written or oral representations may be admitted as to the meaning and/or mutual intent of the terms set forth herein.

8. Execution in Counterparts

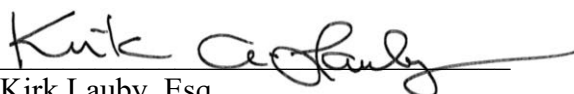
This Agreement may, and is expected to, be executed in counterparts, and a fully executed photocopy, facsimile, or .pdf hereof shall be as binding and valid as a fully executed original.

This is the full and final expression of the agreement and acknowledgment between LML, JLC, and Plaintiffs with respect to the matters set forth herein. It may be amended only by a writing duly executed by all the parties affected thereby. It shall be governed by California law, without regard to conflicts of law principles, and shall be interpreted neutrally, without regard to draftsmanship.

IT IS SO AGREED,

LAUBY, MANKIN & LAUBY LLP

Dated: April 28, 2025

By: 
Kirk Lauby, Esq.

JUSTICE LAW CORPORATION

Dated: April 28, 2025

By: 
Douglas Han, Esq.

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Justin Brown v. Joshua's Pest Control, et al., Riverside Superior Court Case No. CVRI2402875
Shayna Amster v. Joshua's Pest Control, L.P., San Diego Superior Court Case No. 24CU001671C

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION
AND ATTORNEY FEE SPLIT AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Justin Brown, state as follows:

1. I have been advised in writing that my attorneys, Lauby, Mankin & Lauby LLP ("LML") have entered into a proposed Joint Prosecution and Fee-Sharing Agreement ("the Agreement") with the Justice Law Corporation ("JLC") in connection with litigation of the class and representative wage and hour action(s) of (1) *Justin Brown v. Joshua's Pest Control, et al.*, Riverside Superior Court Case No. CVRI2402875 (the "*Brown* Action"), and (2) *Shayna Amster v. Joshua's Pest Control, L.P.*, San Diego Superior Court Case No. 24CU001671C (the "*Amster*" Action).
2. I have been advised in writing and understand that, in the event of a settlement or judgment in the Actions, that any award of fees and costs will be paid to LML and JLC, as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: Apr 26, 2025

By: 
Justin Brown (Apr 26, 2025 03:07 PDT)

JOINT PROSECUTION AND FEE-SHARING AGREEMENT

Justin Brown v. Joshua's Pest Control, et al., Riverside Superior Court Case No. CVRI2402875
Shayna Amster v. Joshua's Pest Control, L.P., San Diego Superior Court Case No. 24CU001671C

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION
AND ATTORNEY FEE SPLIT AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Shayna Amster, state as follows:

1. I have been advised in writing that my attorneys, Justice Law Corporation ("JLC"), have entered into a proposed Joint Prosecution and Fee-Sharing Agreement ("the Agreement") with Lauby, Mankin & Lauby LLP ("LML") in connection with litigation of the class and representative wage and hour action(s) of (1) *Justin Brown v. Joshua's Pest Control, et al.*, Riverside Superior Court Case No. CVRI2402875 (the "*Brown* Action"), and (2) *Shayna Amster v. Joshua's Pest Control, L.P.*, San Diego Superior Court Case No. 24CU001671C (the "*Amster*" Action).
2. I have been advised in writing and understand that, in the event of a settlement or judgment in the Actions, that any award of fees and costs will be paid to LML and JLC, as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: 04/28/2025

By: *Shayna Amster*
Shayna Amster