

John Glugoski, Esq. (SBN 191551)
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Attorneys for Plaintiff JEFF SMOROWSKI

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES / CENTRAL DISTRICT**

JEFF SMOROWSKI on behalf of
himself and all similarly situated
persons, and the general public,

Plaintiff,

v.

ARC HOME LLC, a New Jersey
Corporation; and DOES 1–50,
inclusive,

Defendants.

Case No.: 23STCV22716

*Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. 1*

**SUPPLEMENTAL DECLARATION OF
JOHN GLUGOSKI IN SUPPORT OF
PLAINTIFF’S NOTICE OF MOTION AND
UNOPPOSED MOTION FOR FINAL
APPROVAL OF:**

- **CLASS ACTION AND PAGA SETTLEMENT;**
- **CLASS REPRESENTATIVE ENHANCEMENT AWARDS;**
- **ADMINISTRATOR’S EXPENSES;**
- **ATTORNEYS’ FEES AND COSTS**

Hearing Date: May 2, 2025

Time: 10:30 a.m.

[Complaint filed: September 20, 2023]

1 I, **JOHN GLUGOSKI**, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California with Righetti
3 Glugoski, P.C. (Formerly Righetti Law Firm P.C.), attorneys of record for Plaintiff. I have personal
4 knowledge of the following facts and if called as a witness would testify as follows:

5 **EDUCATION AND EXPERIENCE**

6 2. Class Counsel has adequately represented Plaintiff and the Class Members. Proposed
7 Class Counsel have substantial experience in employment, consumer law and class action procedure.
8 Each of the lead attorneys have been approved by courts to serve as Class Counsel on numerous prior
9 occasions and they have never been rejected from serving as class counsel. Information showing my
10 education and experience has been provided in my declaration filed in support of preliminary
11 approval See, Dec. of J. Glugoski ISO Preliminary Approval ¶¶ 2-7. A copy of the Smorowski
12 declaration is attached hereto as Exhibit 1.

13 **NOTICE, OPT OUTS, OBJECTIONS AND CLASS MEMBER RECOVERY**

14 3. The Settlement Administrator mailed the Class Notice to Class Members on February18,
15 2024. (Decl. Makenna Snow ¶ 7). Class Members did not have to submit a claim form to participate
16 in the Settlement; however, the Class Notice contained personalized calculations and Class Members
17 were given an opportunity to confirm or dispute workweeks credited by Defendants.

18 4. As of the date of this Motion, there are zero (0) disputes about workweeks credited or
19 objections to the settlement and one (1) Class Members opted out of the Settlement. The Settlement
20 Fund will provide real benefit to the Class Members.

21 5. The highest gross recovery for a Class Member will be approximately \$ 18,825.85. The
22 average gross recovery per Class Member under the class will be approximately \$3,942.26.

23 6. As part of the Settlement, the release is tailored to track the definition of the settlement class
24 and the PAGA group. The Class Members will release all claims arising from the same set of facts
25 alleged in the operative FAC and in Plaintiffs' LWDA letters.

26 7. Class Counsel have adequately represented Plaintiffs and the Class Members. Proposed Class
27 Counsel John Glugoski has substantial experience in employment law and class action procedure. (See
28 Prelim App. Glugoski Decl. ¶¶2-6). I have been approved by courts to serve as Class Counsel on

1 numerous prior occasions and has never been rejected from serving as class counsel. (Prelim App.
2 Glugoski Decl. ¶¶2-7.

3 HOURLY RATES

4 8. I believe the fees being sought here are reasonable in light of the experience of
5 counsel, the contingent nature of the fee, the particular risks involved in litigating this case, and the
6 amount and quality of work performed.

7 9. I have become familiar with the market rates charged by attorneys in California. I
8 have obtained this familiarity in several ways, including: (1) Researching fee rates; (2) Handling
9 attorneys' fee litigation; (3) Discussing fees with other attorneys; (4) Reviewing declarations
10 regarding prevailing market rates in cases seeking fees; (5) Reviewing attorneys' fee applications and
11 court awards in other cases, as well as (6) Reviewing surveys and articles in legal newspapers and
12 treatises on attorney's fees.

13 10. In my experience, fee awards are almost always determined based on current rates,
14 such as the attorney's rate at the time a motion for fees is made rather than the historical rate at the
15 time the work was performed.

16 11. Litigating a case against a corporate defendant, represented by the two defense firms
17 defending this case, is not appealing to most lawyers. Heightening the risk is the fact that the
18 plaintiff's lawyers are called upon to finance the litigation. It is not a cause undertaken lightly.

19 12. One difficulty in determining the hourly rate of attorneys of similar skill and
20 experience in the relevant community is the scarcity of hourly fee-paying clients in wage and hour
21 litigation. As a practical matter, few individual employees can afford to pay attorney fees on an
22 hourly basis. This was certainly the case with Plaintiff. As a result, retainer agreements we negotiate
23 with individual clients, as in the case here, are typically based upon a contingency fee relationship.
24 In contrast, corporate defendants typically pay their attorneys on an hourly basis.

25 13. I am knowledgeable about the hourly rates charged by attorneys of varying degrees
26 of experience. In the course of my fees practice, I have reviewed the hourly rates of dozens of law
27 firms in California and elsewhere. I am also familiar with the hourly rates awarded in many other
28

1 fees cases by state and federal courts in California and throughout the country. In addition, I have
2 reviewed many published surveys of attorneys' billing rates. For example, *five years ago* the rates
3 charged by attorneys at Sidley Austin for class/representative action litigation was between \$925-
4 \$1000 for partners and \$905-\$540 for associates.

5 14. The work in this case was taken on a contingency fee basis where we advanced all
6 time and costs. The subject matter involved California wage and hour laws. This is a difficult area
7 of law based on overlapping state and federal statutes and agency interpretations. Work of this type
8 requires specialized learning, experience, and the willingness to take large risks. I attempted to
9 efficiently litigate the claims in this matter using a high level of skill in the difficult questions that
10 arose in this case. Even with four attorneys working on this case we were outnumbered by defense
11 counsel at every stage.

12 15. A practice like ours can only properly litigate so many cases at one time. There is
13 no question that we were required to assign out and/or turn down work in other cases in order to
14 meet the demands of this case.

15 16. We did not receive any compensation for our services during the prosecution of this
16 matter. In addition, Righetti Glugoski, P.C. incurred \$6,694.40 in out-of-pocket expenses (as
17 detailed below) to achieve the settlement.

18 17. My current hourly rate is \$900.00. My rate is on par with the 2018 rates of \$925-
19 \$1000 charged by attorneys with similar experience and qualifications who represent commercial
20 and other full-rate clients on an hourly basis. See, e.g., the 2018 Sidley Austin rate sheet referenced
21 above attached hereto as Exhibit 5. We bill the time for paralegal work at \$250/hr.

22 18. The hourly rates charged by Righetti Glugoski, P.C. are supported by our specialized
23 experience and are consistent with their hourly rates that have been approved by other courts. I
24 believe the rates set forth in the fee application are fully consistent with the market rate for attorneys
25 with comparable expertise, experience and qualifications.

26 19. I am aware of hourly rates (or their historical equivalents) for other plaintiff counsel
27 approved by courts, including in *Carrillo v. Schneider Logistics Transloading & Distribution, Inc.*,
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1 *et al.*, No. CV 11-8557 CAS (DTBx) (C.D. Cal.) (September 24, 2015 order approving 2015 rates
2 of \$895/hr for partners, \$775/hr for a 1994 law graduate, \$650/hr for a 2000 law graduate, \$630/hr
3 for a 2001 law graduate, \$550/hr for a 2004 law graduate, and \$450/hr for a 2008 law graduate, and
4 2015 rates for Law Clerks (\$275/hr) and Paralegals (\$250/hr)); *Brooks v. U.S. Bank, N.A.*, Case No.
5 C12-4935-EMC (N.D. Cal) (June 16, 2014 order approving 2014 rate of \$895/hr for partner, and
6 2014 rates of \$775/hr for a 1992 law graduate, \$610/hr for a 2001 law graduate, \$540/hr for a 2004
7 law graduate, \$275/hr for law clerks, and \$250/hr for paralegals); *Luquetta v. Regents of the*
8 *University of California*, Case No. CGC-05-443007 (San Francisco County Superior Court)
9 (October 31, 2012 Order approving 2012 rate of \$850/hr for partner, and 2012 rates of \$700/hr for
10 a 1994 law graduate, \$570/hr for a 2000 law school graduate, \$250/hr for law clerks, and \$215/hr
11 for paralegals); *Vasquez v. State of California*, Case No. GIC 740832 (San Diego County Superior
12 Court) (October 1, 2012 Order approving 2012 rate of \$850/hr for partner in civil rights case and
13 2012 rate of \$375/hr for 2008 law school graduate); *Div 15 Tech v. Sheet Metal Workers'*
14 *International Association, Local 104*, Case Nos. No. C 10-05309 JSW, C 10-05312 JSW (approving
15 2011 rates, including \$545/hr for 2000 law school graduate and \$215/hr for paralegals); *Air Line*
16 *Pilots Ass'n Int'l v. United Airlines, Inc.*, CGC-07-468937 (JAMS Ref. No. 1100061566) (San
17 Francisco County Super. Ct.) (2011 rates of \$825/hr (partner)); *Zalua v. Tempo Research Corp.*,
18 BC319156 (Los Angeles County Super. Ct.) (2011 rates of \$825/hr (partner)).

19 20. In the course of my practice, I have reviewed the hourly rates of dozens of law firms
20 in California and elsewhere. The rates in this fee application are consistent with the market rates for
21 comparably qualified and experienced counsel handling similar civil litigation.

22 **LITIGATION EFFORTS**

23 21. In the instant case, Defendants strongly denied liability and contended that they had
24 meritorious affirmative defenses on both procedural and substantive grounds.

25 22. The prosecution of this class action case involved a significant financial risk because
26 Class Counsel took this case on a pure contingency basis (meaning no guarantee of ever being paid,
27 if the case is lost), at the same time advancing all litigation costs out of their own pockets, while
28 incurring ongoing costs of paying overhead and salaries of employees who are working on this case.

1 Proposed Class Counsel have worked diligently to advance the interests of the class with no
2 duplication of effort. Proposed Class Counsel recommends settlement on the proposed terms.

3 23. Counsel for the Parties have further invested extensive time investigating the
4 applicable law, which is constantly evolving as it relates to wage and hour issues and class
5 certification. Plaintiff believes that the investigation and research discovered through the date of
6 settlement has supported their main contentions alleging that Defendant failed to pay overtime
7 wages, failed to provide required premiums for meal and rest break violations, failed to pay all
8 wages owed, and failed to reimburse individuals for business expenses.

9 24. During all settlement discussions the parties conducted their negotiations at arms'
10 length, and, in spite of a mutual desire to resolve the case, always in an adversarial manner. The
11 parties have been able to construct a settlement that, given the constraints and realities of the case,
12 is fair, reasonable, adequate, and is in the best interests of the Class.

13 25. Consistent with the scope of this action and nature of the relief granted to the Class,
14 and the amount of time expended in prosecution of the case, Plaintiff and Class Counsel hereby
15 move for an award of attorney's fees of \$308,302.50 and reimbursement of costs in the amount of
16 \$6,500.00 pursuant to California Rules of Court, rule 3.769.

17 26. In preparing this fee application, I reviewed the firm's time records, files and emails.
18 Based on my review of these records, I can attest that all of the time set forth was reasonably devoted
19 to pursuing the Plaintiff's interests and otherwise would have been billed to a fee-paying client. To
20 calculate the lodestar for the time spent on this case, I personally reviewed and summarized the
21 billing records incurred in prosecuting the matter. I eliminated any time entries by me that could be
22 considered duplicative or inefficient. As of the filing of this motion, attorney John Glugoski of
23 Righetti Glugoski, P.C. have expended 339.70 hours, and paralegal Katherine Acosta has expended
24 63.40 hours, which equates to a lodestar of \$321,580.00. The hours expended by attorney and
25 paralegal and the category of work performed is detailed in the following exhibit marked and
26 attached hereto as Exhibit 2.

27 27. It is estimated that Class Counsel will expend (in total) an additional 15 hours of
28 time included their current lodestars for preparing and attending the final approval hearing and
overseeing the completion of administration of this Settlement including communicating with

1 numerous Class Members, resolving claims disputes, preparing pleadings for and attending the later
2 hearings, monitoring the distribution of proceeds, following up on missing payments, etc.

3 28. The total lodestar for Righetti Glugoski is \$321,580.00. The amount of time spent on
4 this case is reasonable given the complexity and novelty of the issues involved, the vigorous defense
5 provided by the Sheppard Mullin firm, the length and intensity of the litigation, and the results
6 obtained. Since its inception, Plaintiff faced a phalanx of defenses as outlined in Defendant's
7 Answer. Class Counsel litigated this action with skill and efficiency reflecting the amount of work
8 required to achieve the settlement. Once the settlement was consummated our work has not stopped.
9 We continue to field inquiries from Class Members about the status of the case and their
10 participation in the settlement. We also expect to work closely with the court appointed notice
11 administrator to assure that notice is provided consistent with this Court's orders and due process.
12 We intend to promptly respond to all Class Member inquiries and we intend to continue our work
13 until all responsibilities are discharged and all funds are dispersed.

14 29. The principle discussed in *Lealao v. Beneficial Calif. Inc.*, 82 Cal.App.4th at 49-50,
15 that where an identifiable sum of money is set aside to pay the class members their damages and
16 attorney's fees, the lodestar can be adjusted so that the fee represents a percentage of the recovery
17 that would be "typical" of the contingency fee percentages found in the legal marketplace. A normal
18 contingency fee is 40 percent of the recovery. In this case, the common fund is \$925,000 and the
19 attorneys' fees provided by the Settlement is an award up to \$308,302.50 which represents one-
20 third of the common fund. Such an award would be consistent with and can be cross-checked against
21 the lodestar and conservatively anticipated to increase through the conclusion of the case.

22 COUNSEL'S COSTS

23 27. Righetti Glugoski, P.C. incurred \$6,694.40 in costs. The costs incurred were both
24 necessary and reasonable in litigating this matter. The costs incurred are for case filing fees,
25 mediation fees, and service of process costs. A true and correct copy of the breakdown of the
26 costs reasonably incurred by the Righetti Glugoski, P.C. firm in this case is marked and attached
27 hereto as Exhibit 3.

28 28. Marked and attached hereto as Exhibit 4 is a true and correct copy of the verification
from the LWDA of the submission to the LWDA of the proposed settlement.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 10th day of April 2025 at San Francisco, California.

3 **RIGHETTI GLUGOSKI, P.C.**

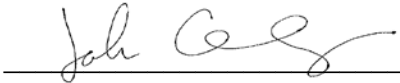
4 By: 
5 John Glugoski
6 Attorneys for Plaintiff Jeff Smorowski
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EXHIBIT 1

John Glugoski, Esq. (SBN 191551)
RIGHETTI GLUGOSKI, P.C.
2001 Union Street, Suite 400
San Francisco, CA 94123
Telephone: (415) 983-0900

Attorneys for Plaintiff, JEFF SMOROWSKI

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES / CENTRAL DISTRICT

JEFF SMOROWSKI on behalf of
himself and all similarly situated persons,
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Plaintiff,

v.

ARC HOME LLC, a New Jersey
Corporation; and DOES 1–50, inclusive,

Defendants.

Case No.: 23STCV22716

*Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. 1*

**DECLARATION OF PLAINTIFF JEFF
SMOROWSKI IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: December 12, 2024
Time: 10:30 a.m.

[Complaint filed: September 20, 2023]

1 I, Jeff Smorowski declare that:

2 1. I am an individual residing in La Mirada, CA and am the named class representative
3 in the above-captioned class action. I have personal knowledge of the matters set forth herein,
4 and would and could testify thereto if called as a witness herein.

5 2. I am in no way related to anyone associated with Righetti Glugoski P.C. I originally
6 contacted Righetti Glugoski to speak to an attorney concerning my employment with ARC
7 HOME.

8 3. In May 2021, ARC hired me as an employee in Los Angeles, California. I suffered a
9 heart attack in August 2021 and my employment with ARC ended on or about November 1,
10 2021. Soon thereafter, I filed a discrimination claim with the Department of Fair Employment
11 and Housing Department of Fair Employment and Housing against ARC in connection with my
12 separation from my employment with ARC.

13 4. After being let go, I contacted Righetti Glugoski because I believed that I was
14 discriminated against and wrongfully terminated due to my age and condition of my health. I
15 explained that I wanted to seek recovery for what I believed was a violation of California law
16 concerning my termination.

17 5. I also explained that I believed that I suffered wage violations such as not being paid
18 for all hours worked and not being reimbursed for all business expenses incurred from working
19 from home. I explained that the manner in which I was paid, the hours I worked, and the
20 compensation provided to me was unfair and that it seemed only fair that ARC pay some of my
21 expenses that I incurred working for them from home. I believe my situation to be similar to
22 those working for ARC and I wanted to seek recovery on their behalf as well as mine for what I
23 believed to be unfair wage practices. From conversations with my supervisor and other
24 employees, I understood that other employees were working from home and there was no
25 reimbursement for home office expenses. I was made aware that other employees were classified
26 as exempt but they were not meeting the requirements for outside sales because Covid had us
27 working primarily from inside our home. I understand that not all hours worked by employees
28 were being captured.

**DECLARATION OF JEFF SMOROWSKI IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

6. Because I had an individual claim for discrimination and understood I needed to file with the DFEH before I could bring a lawsuit, my lawyer and I decided it would be the best course of action to keep the cases separate to avoid any conflict as a class representative. Thus, I pursued my individual claims separate with the Department of Fair Employment and Housing and the class claims in Court.

7. At all times, I have understood that I have a duty to protect the class members in the case pending in Court and I have done so to the best of my ability.

8. Although I had a case pending before the DFEH, I have never let that case interfere with my duties as a proposed class representative.

9. Specifically, I have never placed my interests above those of the class I seek to represent.

10. I attended and actively participated in settlement negotiations before Mr. Anthony Pantoni. At no point in time, did I, my lawyer or Mr. Pantoni discuss settlement for both my individual claims and my class claims simultaneously.

11. We negotiated the settlements separately with the mediation focused on resolving the class claims only. I had no expectation that the discrimination claim would be discussed let alone resolved. I was prepared to proceed with the class action settlement and continue to litigate the claim pending before the Department of Fair Employment and Housing.

12. We agreed to a settlement fund to be set up for the class and the class only. It was not until after the resolution was reached on the class claim that the mediator approached the subject of trying to resolve my individual claims that were not part of the class action.

13. My lawyer and I agreed to listen but the settlement of the class claims were not contingent upon the resolution of my individual claims before the DFEH. Additionally, the settlement of my individual claims was not contingent upon the settlement of the class claims. The settlements were negotiated separately and not tied to each other in any way; however, I do believe that in the interest of transparency both settlements needed to be disclosed to the Court and so I have done so.

14. I take my duties and responsibilities as a class representative seriously. Among those

duties that I have undertaken and fulfilled are

- Having claims that are typical of the other class members' claims arising from labor claims sustained by me.
- Considering the interests of the class just as I would consider my own interests.
- Actively participating in the lawsuit and keeping generally aware of the status and progress of the lawsuit.
- Recognizing and accepting that any resolution of the lawsuit, such as by settlement or dismissal, is subject to court approval, and must be designated in the best interest of the class as a whole.
- Being interested, on a continuous basis, in the progress of the lawsuit and making every effort to provide my lawyers and the court with all relevant facts of which I am aware.
- Volunteering to represent many other people with similar claims and damages because I believe that it is important that all benefit from the lawsuit equally, because I believe that a class lawsuit will save time, money, and effort, and thus will benefit all parties and the court, and because I believe that the class action is an important tool to assure compliance with the law and the protection of injured citizens.

15. In furtherance of these duties, I spent over 3 hours on the phone, discussing my experiences at ARC Home with the attorneys, my interest in getting involved in the class action lawsuit, and what duties I might have as a class representative.

16. I spent 4 hours preparing a summary with details about dates, activities, hours worked, duties performed from data I had compiled that I believe highlighted some of the violations that I was complaining about.

17. I spent another 5-6 hours searching for contacting and speaking with potential class members to inform them about the lawsuits.

18. I spent another 7-8 hours searching through my personnel files to gather e-mails, records relating to my employment, handbooks, time sheets, schedules and payroll documents.

19. In preparation for mediation, I spent 2 hours reviewing ARC's additional informal

1 discovery produced in advance of the mediation to see if the production was accurate and whether
2 I had any information to supplement and/or contradict the information.

3 20. I attended the mediation before Anthony Pantoni. I spent 8.5 hours preparing for and
4 attending the mediation with my attorney. I actively participated in the mediation by answering
5 questions posed to me not only by the mediator but also defense counsel concerning my class
6 allegations.

7 21. When the case did not settle at mediation, I was actively involved with my attorney
8 regarding further negotiations about the class case. I estimate that I spent at least another 2 hours
9 engaging in these types of discussions with my attorney. I made a point to be up to speed on all
10 negotiations to ensure that I was fulfilling my obligation to protect the class.

11 22. Also, I regularly spoke with my attorney at Righetti Glugoski to discuss various
12 aspects of the case outside of mediation during the course of the litigation including all aspect of
13 this case so that I could meet my obligations as class representative.

14 23. I made myself available to my attorney's whenever they had questions or needed any
15 information whatsoever.

16 24. I also spent 4 hours reviewing drafts and the final long form settlement agreement
17 proposed for the court's consideration.

18 25. I complied with my attorneys in getting signatures on any paperwork necessary
19 along the way in the time requested. I believe that my efforts helped many people obtain a
20 recovery that they otherwise would not have obtained.

21 26. I understand that as class representative I have an obligation to the class and I have
22 been dedicated to recovering back wages and unreimbursed expenses for this class.

23 27. Lastly, I have not entered into any undisclosed agreements nor have I received any
24 undisclosed compensation in this case. I have been forthcoming about the settlement reached in
25
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1 the class case and as to my DFEH claims.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed this 12/10/2024 2024.

Signed by:

Jeff Smorowski

JEFF SMOROWSKI

EXHIBIT 2

TIME REPORT

Categories:

- | | | |
|----------------|---|---|
| | (1) Investigations, Factual Research, Surveys | (5) Mediation Settlement and Administration |
| (P) Partner | (2) Discovery | (6) Litigation Strategy, Analysis and Case Management |
| (A) Associate | (3) Pleadings, Briefs and Pretrial Motions | (7) Class Certification |
| (LC) Law Clerk | (4) Court Appearances | (8) Trial Preparation and Trial |

[illegible]

EXHIBIT 3

Case Costs Summary for Righetti Glugoski, P.C.
Jeff Smorowski v. Arc Home LLC, et al.

DESCRIPTION	NOTES	AMOUNT
Photocopies	In house and outside	\$0.00
Supplies		\$0.00
Postage		\$0.00
Travel/Lodging		\$0.00
On-Line Research (pro-rata Westlaw)		\$0.00
Mileage/Parking/Taxi		\$0.00
Rental Cars		\$0.00
Court reporters; and deposition costs		\$0.00
Courier/Overnight Services	Fax & File,Go Courier, FedEx, UPS	\$0.00
Process servers; subpoenas, etc.		\$458.25
Court Filing Fees		\$1,536.15
Secretary of State		\$0.00
Database prep and analysis		\$0.00
Investigation		\$0.00
Experts/Consultants (trial plan)		\$0.00
Court Call charges		\$0.00
At&T Conference Services		\$0.00
Mediations		\$4,700.00
TOTAL:		\$6,694.40

EXHIBIT 4

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1028750-24
Plaintiff for PAGA Case: Jeff Smorowski
Filer/Attorney for PAGA Case: John Glugoski
Law Firm for PAGA Plaintiff: Righetti Glugoski, P.C.
Employer: Arc Home LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name: Los Angeles County Superior Court
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 08/21/2024 03:56:18 PM by John Glugoski	8.21.24 JG Declaration PA Motion.pdf	8/21/2024 10:56 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 08/21/2024 03:56:18 PM by John Glugoski	8.21.24 Smorowski.Prop Order.FINAL.pdf	8/21/2024 10:56 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 08/21/2024 03:56:18 PM by John Glugoski	8.21.24 Smorowski.Exs. 1 and 2 to Prop Order.FINAL.pdf	8/21/2024 10:56 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 08/21/2024 03:56:18 PM by John Glugoski	8.21.24 Smorowski.Proof of Service.pdf	8/21/2024 10:56 PM	Proposed Settlement
Additional PAGA Document Submitted on 08/22/2024 11:30:16 AM by John	8.22.24 Smorowski.Proof of Service.pdf	8/22/2024 6:30 PM	Other PAGA Document
Additional PAGA Document Submitted on 08/22/2024 11:30:16 AM by John	8.22.24 Amended JG Declaration PA Motion.pdf	8/22/2024 6:30 PM	Other PAGA Document
Amended Notice Submitted on 07/15/2024 02:54:00 PM by John Glugoski	24.07.15.Smorowski.Amended PAGA Letter [FINAL].pdf	7/15/2024 9:54 PM	Amended Notice
PAGA Notice Submitted on 05/16/2024 11:32:43 AM by John Glugoski	24.05.14.Smorowski.Final PAGA Letter.pdf	5/16/2024 6:32 PM	PAGA Notice
Proposed Settlement Submitted on 08/21/2024 03:56:18 PM by John Glugoski	8.21.24 Smorowski Mtn for PA FINAL.pdf	8/21/2024 10:56 PM	Proposed Settlement
Proposed Settlement Submitted			

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
on 12/11/2024 11:55:53 AM by John Glugoski	Final Smorowski-Arc - Amended Settlement Agreement_Arc Fully Executed.pdf	12/11/2024 7:55 PM	Proposed Settlement

EXHIBIT 5

Andrew J. Prizler v. Charter Communications, Inc
Rate Sheet

<u>TK ID</u>	<u>Timekeeper</u>	<u>Title</u>	<u>2018 Standard Rate</u>	<u>2018 Billing Rate</u>	<u>2019 Standard Rate</u>	<u>2019 Billing Rate</u>
02943	Allen, Margaret H.	Partner	950	831	1,000	850
60970	Fischer, Max C.	Partner	925	809	975	829
43800	Lazerson, Wendy M.	Partner	950	831	975	829
12149	Roberts, Katherine A.	Partner	875	766	925	786
13696	Chao, Wesley	Associate	495	433	540	459
11257	Gonzalez, Anahi	Associate	495	433	540	459
14968	Hong, Alison H.	Associate	835	731	890	757
03043	Limbrick, Tiffanie N.	Associate	785	687	870	740
03170	Mackay, Aimee G.	Associate	860	753	905	769
10517	McDonough, Megan	Associate	495	433	635	540
19461	Miner, Katharine M.	Associate	495	433	635	540
03084	Wyson, Natali	Associate	785	687	870	740
95711	Brown, Denise D.	Paralegal	390	341	415	353
17840	L'Hoste, April K.	Paralegal	350	306	370	315
84271	O'Connell, Kathleen M.	Paralegal	360	315	380	323