Sam Kim [SBN 258467]
Yoonis Han [SBN 256151]
VERUM LAW GROUP, APC
360 N. Pacific Coast Highway, Ste 1025
El Segundo, CA 90245
Telephone: (424) 320-2000
Facsimile: (424) 221-5010
skim@verumlg.com
yhan@verumlg.com

Attorneys for Plaintiff ROBBIE HAMPTON and all other similarly situated persons

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

RUBEN ANGULO-LEYVA, ROBBIE HAMPTON, on behalf of themselves and all other similarly situated persons, Plaintiffs, v. CALIFORNIA WASTE RECOVERY SYSTEMS, LLC, a California limited liability company, and DOES 1-20, inclusive, Defendants.	Case No. 24CV015933 Consolidated with Case No. 25CV001911 Assigned for All Purposes to: *The Hon. Jill H. Talley* Dept.: 8A **DECLARATION OF SAM KIM IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Date: November 6, 2026 Time: 9:00 a.m. Filed: August 9, 2024 Trial Date: None

DECLARATION OF SAM KIM

I, SAM KIM, declare as follows:

1. I am one of the partners at Verum Law Group, APC ("Verum"), and counsel for the named plaintiff, ROBBIE HAMPTON ("Plaintiff") in the above-captioned matter. I am in good standing of the bar of the State of California and am admitted to practice in this Court.

2. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

QUALIFICATIONS AS COUNSEL

3. I am a 2007 graduate of Chapman University of Law. During law school, I worked as a judicial extern at the United States Bankruptcy Court located in Santa Ana, California, for the Honorable Erithe A. Smith.

4. Since graduating from law school, my practice has been focused on employment litigation. In 2008, I worked for a boutique employment litigation firm in Irvine, which primarily handled class action litigation. While at this firm, I handled various aspects of litigation, including drafting and amending complaints, preparing mediation briefs, and preparing damage analysis for class wide claims.

5. In April 2012, I voluntarily resigned in order to accept an associate attorney position in another employment litigation firm in Long Beach. During my employment at the firm, I almost exclusively worked on wage and hour class and collective actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I performed a significant role on such cases. In particular, I received a wide variety of wage and hour class action experience performing the following tasks: oppositions to demurrers, oppositions to motions to strike and/or dismiss, motions for remand, drafting and responding to written discovery, drafting and responding to discovery motions, arguing discovery motions, interviewing putative class members and obtaining declarations in support of class certification, drafting motions for class certification, arguing motions for class certification, preparing damage analysis to assess strengths and weaknesses of claims, drafting mediation briefs, attending mediations, defending class representatives during their deposition, defending class members during their depositions, and deposing the Person Most Qualified for employers. In short, I played a key role in all aspects of litigation from the inception of a matter through class certification. I also supervised the work of several associates, who were staffed on the same (or other) wage and hour actions. Although not exhaustive, below is a list of a few cases that I

performed a substantial amount of work on while I was at the firm.

- *Levanoff v. Socal Wings LLC*, Case No. 30-2011-00511808-CU-OE-CXC, California Superior Court, County of Orange County, the Honorable Thierry Patrick Colaw presiding (obtained class certification on behalf non-exempt restaurant employees).
    - Primary handling attorney, including drafting and arguing motion for leave to amend, deposing Persons Most Qualified, drafting and arguing motion for class certification (granted 7 out of 8 causes of action), defending class member depositions, and drafting motion for remand.
- *McClean v. Summit Career College, Inc*. Case No. CIVDS1011407, California Superior Court, County of San Bernardino, the Honorable John M. Pacheco presiding (obtained class certification on behalf of misclassified admissions representatives).
    - Primary handling attorney, including drafting and arguing motion for class certification, drafting mediation briefs, attending mediations, reaching global settlement where highest paid class member received over $70,000.00 as part of the settlement.
- *Quintana et al. v. Big O Tires, LLC* et al., Case No. BC451272, California Superior Court, County of Los Angeles, the Honorable Kenneth R. Freeman presiding.
    - Primary handling attorney for the firm (case was consolidated with *Goegan, et al. v. TBC Retail Group, et al*., County of Orange County, County of Orange County), including reviewing and editing motion for class certification, defending class member depositions, interviewing putative class member and preparing class member declaration in support of class certification, defending class member depositions.
- *Patterson v. Cooper Services, Inc, et al*., Case No. BC525387, California Superior Court, County of Los Angeles, the Honorable Kenneth Freeman presiding.
- *De La Torre v. CRI-Help, Inc.*, Case No. BC508430, California Superior Court, County of Los Angeles, the Honorable William F. Highberger presiding.
- *Flores v. Beach Cities Eldercare, Inc. dba Home Instead Senior Care*, Case No.

BC544611, California Superior Court, County of Los Angeles, the Honorable Jane Johnson presiding.

- *Cuellar v. S.K. Laboratories, Inc.*, Case No. 30-2014-00717705-CU-OE-CXC, California Superior Court, County of Orange County, the Honorable Robert Moss presiding.
- *Fernandez v. Teva Parenteral Medicine, Inc*., Case No. 30-2010-00412849-CU-PE-CXC, California Superior Court, County of Orange County, the Honorable Nancy Wieben Stock presiding.

6. In June 2015, I voluntarily resigned from the firm in order to accept an associate attorney position with another employment litigation firm in Irvine. During my employment at the firm, I worked on single and multi-plaintiff wage and hour matters. In addition to my wage and hour practice, I was also staffed on a number of single and multi-plaintiff actions primarily asserting claims under California's Fair Employment and Housing Act ("FEHA"), which were venued in both State and federal court.

7. In February 2016, I voluntarily resigned to become a founding partner/shareholder of Verum Law Group, APC. Currently, over sixty percent (60%) of our practice is dedicated to the prosecution of wage and hour class actions, filed in both State and federal courts throughout California. Verum Law Group, APC prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Verum Law Group, APC, either on its own, or with co-counsel are currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

8. The attorneys working on this case, myself and Yoonis Han, have been appointed class counsel in many cases, through both contested motions and settlement approval motions. The following list, while not exhaustive, includes some of the cases where Verum Law Group, APC has been appointed class counsel.

a. *Morin et al. v. Dealer's Choice Truckaway System, Inc. dba Truckmovers,* United States District Court, Central District, before the Honorable Wesley L. Hsu, Case No. 2:23-cv-00216-WLH-SK.

b. *Alvarez v. Marine Fenders International, Inc.,* Case No. 21STCV22601, California Superior Court, Los Angeles, before the Honorable Elihu M. Berle.

c. *Towell et al. v. O'Gara Coach Company, LLC,* Case No. 19STCV45961, California Superior Court, Los Angeles, before the Honorable William F. Highberger.

d. *Hernandez et al. v. Christensen Brothers General Engineering, Inc. et al*., Case No. 5:22-cv-00836 AB (SP), United States District Court – Central District of California before the Hon. André Birotte Jr.

e. *Huizar v. National Metal Stampings, Inc.*, Case No. 22STCV14679, California Superior Court, Los Angeles, before the Honorable Maren Nelson.

f. *Tagle v. Brek Manufacturing Co*., Case No. 20STCV45011, California Superior Court, Los Angeles County, before the Honorable Elihu M. Berle.

g. *Merrick et al*., v. Nippon Express NEC Logistics America, Inc. et al., Case No. BC651044, California Superior Court, Los Angeles County, before the Honorable Lawrence P. Riff.

h. *Guerrero v. United States Gypsum Company*, Case No. 3:21:cv-01502-RBM-JLB, United States District Court, Southern District of California, before the Honorable Ruth Bermudez Montenegro.

i. *McNair et al., v. Impac Mortgage Corp. dba Cashcall Mortgage,* Case No. 30-2018-01019235-CU-OE-CXC, California Superior Court, County of Orange, before the Honorable William D. Claster.

j. *Covarrubias et al. v. Boudreau Pipeline Corporation*, Case No. RIC1614016, California Superior Court, County of Riverside, before the Honorable Craig G. Riemer.

k. *Goodwin et al. v. CSI, at PH, LLC et al,* Case No. 30-2016-00844674-CU-OE-CXC, California Superior Court, County of Orange, before the Honorable Randall J. Sherman.

l. *Rodriguez v. Guadalupe R. Medina et al*., Case No. CIVDS1602243, California Superior Court, County of San Bernardino, before the Honorable David Cohn.

m. *Luna v. Vernon Security, Inc.*, Case No. BC612855, California Superior Court, County of Los Angeles, before the Honorable John Shepard Wiley, Jr.

n. *Kim v. Manna Y&K One, Inc.*, Case No. 37-2017-00024051-CU-OE-CTL, California Superior Court, County of San Diego, before the Honorable Gregory Pollack.

o. *Torres, et al. v. Utility Tree Service, Inc.*, Lead Case No. 2015-1-CV-286314 (JCCP-5035), California Superior Court, County of Santa Clara, before the Honorable Patricia M. Lucas.

p. *Jimenez v. Pacific Die Casting*, Case No. BC687401, California Superior Court, County of Los Angeles, before the Honorable Amy D. Hogue.

q. *Saldivar v. W.A. Thompson Distributing Co. of Mojave*, Case No. 19STCV41168, California Superior Court, County of Los Angeles, before the Honorable Elihu M. Berle.

r. *Duran v. Oz Moving & Storage California, Inc., et al.*, Case No. 18STCV01144, California Superior Court, County of Los Angeles, before the Honorable Ann I. Jones.

s. *Aguas v. Mamco, Inc.*, Case No. RIC1902499, California Superior Court, County of Riverside, before the Honorable Sunshine S. Sykes.

t. *Quintero v. Hillsides*, Case No. BC694019, California Superior Court, County of Los Angeles, before the Honorable David S. Cunningham.

u. *Covarrubias et al. v. Boudreau Pipeline Corporation*, Case No. RIC1614016, California Superior Court, County of Riverside, before the Honorable Craig G. Riemer.

v. *Luna v. Vernon Security, Inc.,* Case No. BC612855, California Superior Court, County of Los Angeles, before the Honorable John Shepard Wiley Jr.

w. *Jackson et al, v. SPS Technologies, LLC, et al*., Case No. 2:15-cv-09854-AB (JCx), the United States District Court – Central District of California, before the Honorable Andre Birotte, Jr.

9. On January 24, 2025, Plaintiff Robbie Hampton against Defendant in the Superior Court of the State of California, County of Sacramento, Case No. 25CV001911, alleging claims for : 1) failure to pay wages; 2) non-payment of overtime compensation; 3) failure to provide proper meal periods; 4) failure to provide proper rest breaks; 5) failure to reimburse business expenses; 6) failure to pay wages of terminated or resigned employees; 7) failure to properly maintain accurate itemized wage statements; and 8) violation of California Business &

Professions Code § 17200.

10. On February 4, 2025, Plaintiff submitted his PAGA Notice to the LWDA. Attached hereto as **Exhibit A** is a true and correct copy.

11. On September 5, 2025, the Hampton action was designated complex and reassigned to Department 23. On September 12, 2025, the Court, on its own motion, consolidated the Hampton action with Angulo-Leyva et al. v. California Waste Recovery Systems, LLC, Case No. 24CV015933, for all purposes, including trial, and designated the Angulo-Leyva action as the lead case.

12. On July 10, 2026, the Court granted preliminary approval of the settlement, and on September 3, 2026, entered its order granting preliminary approval. The Court set the final approval hearing for November 6, 2026, at 9:00 a.m. in Department 8A. I

13. Through October 9, 2026, Verum Law Group, APC ("VLG"), has spent approximately 74.20 hours on this action and incurred approximately $74,200.00 in fees. The fees incurred were reasonable and necessary to prosecute this case. The billing rates for partners at VLG, Sam Kim ("SK") and Yoonis Han ("YH") are $1,000.00 per hour. Class Counsel believes that pursuant to *Laffitte v. Robert Half Int'l, Inc*., 1 Cal.5th 480 (2016), a 1/3 recovery is fair and reasonable in view of the typical common fund attorneys' fee awards and similar class action wage and hour settlements. Attached hereto as **Exhibit B** is a true and correct copy of attorney billing statements for VLG in this action.

14. In addition, VLG has also incurred $2,055.75 in out-of-pocket costs to date. All those costs were reasonable and necessary in prosecuting this action. Attached hereto as **Exhibit C** is a true and correct copy of out-of-pocket costs incurred by VLG.

15. Although Class Counsel were optimistic about the chances of certifying the putative Class and prevailing at trial, they recognized continued litigation carried significant risks that could have prevented the Class from obtaining any recovery.

16. The time spent prosecuting this case could have been spent on other potentially lucrative cases.

17. Class Counsel took this case on a pure contingency basis, with no guarantee of

any payment. Before mediation, Class Counsel spent significant time on informal discovery, resolving disputes and preparing for mediation despite the risk of recovering nothing. A defeat at one of these stages could have foreclosed the possibility of Class Counsel recovering full remuneration for their time and effort.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Gabriel, California on October 9, 2026.

/s/ Sam Kim
Sam Kim

EXHIBIT A

VERUM
LAW GROUP, APC

1025 Pacific Coast Highway, Suite 1025 | El Segundo, California | P: 424.320.2000 | F: 424.221.5010

February 4, 2025

VIA ONLINE WEBSITE SUBMISSION
https://dir.govfa.net/308

State of California
Labor & Workforce Development Agency
Department of Industrial Relations
Attn: PAGA Administrator

Re: HAMPTON v. CALIFORNIA WASTE RECOVERY SYSTEMS, LLC

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency

From: ROBBIE HAMPTON (the "Employee" or "Plaintiff"), who was subjected to the wage and hour practices set forth below

The Employee submits this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a), and alleges as follows:

During the applicable time period, CALIFORNIA WASTE RECOVERY SYSTEMS, LLC and DAVE VACCAREZZA (collectively, the "Employer" or "Defendants") employed the Employee and other non-exempt, hourly employees ("Aggrieved Employees"). During this time period, the Employer utilized consistent policies and procedures regarding the Employee and others Aggrieved Employees, as follows:

Failure to Pay Overtime

During the relevant time period, Plaintiff and Aggrieved Employees were not paid wages for all hours worked, including minimum wage, due to the common practice and policy of Defendants to regularly schedule Plaintiff and Aggrieved Employees to work eight (8) hours or more in a workday with a thirty-minute meal period, but not providing an uninterrupted, duty-free thirty-minute meal period. While Plaintiff and Aggrieved Employees were regularly required by Defendants to work through their meal periods due to the workload, they did not receive compensation for this time worked during the meal periods.

During the relevant time period, Plaintiff and Aggrieved Employees were not paid all overtime wages, including at the proper rate of pay, due to the common practice and policy of Plaintiff and

Aggrieved Employees working "off the clock," before and after the shift, and during meal and rest breaks. In addition, the overtime rate paid by Defendants was not paid at the proper rate of pay (i.e., at the regular rate of pay), as Defendants failed to include all renumeration required under California law, including but not limited to bonus payments. In addition, the overtime hours worked by Plaintiff and Aggrieved Employees did not match the overtime hours paid by Defendants on the wage statements.

As a matter of policy and/or practice, Defendants' failure to pay overtime compensation violates, among others, Labor Code §§ 510 and 1194, IWC Wage Order(s), and the UCL.

Failure to Provide Compliant Meal Periods

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer failed to maintain a policy that provided the Employee and other similarly aggrieved employees with off-duty meal periods as required by California law, and the Employee and other similarly aggrieved employees were regularly not provided a second meal period, despite sometimes working more than ten (10) hours per day.

Defendants also adopted, implemented and enforced uniform meal period policies that are not lawful under California law. As an example, Defendants regularly scheduled Plaintiff and Aggrieved Employees to work eight (8) hours or more with a thirty-minute meal period, but failed to provide an uninterrupted, duty-free thirty-minute meal period (i.e., employees were interrupted by supervisors and/or other employees during meal periods, asked to perform work during meal periods, or asked to return early from a meal period, or the meal period was late or not scheduled at all). Plaintiff and Class Members were regularly required to work through meal and rest periods, due to the workload. As a result, Defendants failed to compensate these Class Members for all hours worked, including minimum wage, regular and overtime wages, and pay meal period premiums owed due to the violations of California wage and hour laws. Other violations include the failure to provide the first meal period no later than the fifth hour of work and a second meal period no later than the end of the tenth hour of work. In addition, Defendants failed to pay Plaintiff and Aggrieved Employees one hour of pay at their regular rate of pay for each workday that a proper meal period was not provided. In addition, the premium payments were not paid at the "regular rate."

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Provide Uninterrupted Off-Duty Rest Breaks

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer failed to maintain a policy that provided the Employee and other similarly aggrieved employees with off-duty rest periods as required by California law. The Employee and other similarly aggrieved employees regularly worked in excess of four hours or a major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties.

More specifically, the Employer regularly failed to provide timely paid ten-minute rest breaks for every four (4) hours or major fraction thereof worked per day to the Employee and other similarly aggrieved employees. The Employer did not regularly provide scheduled rest breaks and/or provide relief coverage for the Employee and other similarly aggrieved employees, to provide an opportunity to take rest breaks. Therefore, the Employee and similarly aggrieved employees were regularly forced to forgo their rest breaks altogether. Based on this unlawful policy and/or practice, the Employer failed to pay the Employee and other similarly aggrieved employees one hour of pay at their regular rate of pay for each workday that a proper rest period was not provided.

As such, the Employer has violated Labor Code §§226.7, 512, and the applicable Industrial Welfare Commission Wage Orders, and owe penalties pursuant to Labor Code §§2699(f) and/or 558.

Failure to Reimburse for Business Expenses

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

Pursuant to Labor Code §2802 and the applicable IWC Wage Order(s), an employee is entitled to be reimbursed by his or her employer for all expenses or losses incurred in the direct consequence of the discharge of the employee's work duties. Here, the Employee and similarly aggrieved employees were not reimbursed for all necessary expenditures or losses incurred in direct consequence of the discharge of their work duties, including but not limited to cell phone reimbursement.

Specifically, the Employee and similarly aggrieved employees were not reimbursed for late fees that they incurred directly as a result of the Employer's failure to timely pay wages, as agreed to, via direct deposit. As a matter of policy and/or practice, the Employer required the Employee and similarly aggrieved employees to use personal cell phones in direct consequence of the discharge of their duties. The Employee and similarly aggrieved employees were required by the Employer to regularly communicate throughout their shifts (and after). As such, the Employer is liable for reimbursement cell phone data, including but not limited to attorneys' fees. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 2802.

Failure to Provide Accurate Wage Statements

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

Pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include on a paystub such information as all hours worked, the hourly rate of pay, and the rate of pay for overtime and double time work. More specifically, the Employer violated Labor Code § 226 because the wage statement did not accurately show: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Due to the Labor Code violations referenced herein, the wage statements failed to include all the hours worked, including the actual overtime hours worked, all the premium wages owed, and the rate of pay for overtime and double time worked. Further, the wage statements failed to include the name of the Employer's legal entity and address. As such, the Employer is liable for civil penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Waiting Time Penalties

The Employee incorporates by reference all facts and theories in the preceding and post paragraphs in this section.

The Employer has violated Labor Code §§201 and 202 by willfully failing to pay all compensation due and owing to the Employee and all other former similarly aggrieved employees at the time employment was terminated. The Employer willfully failed to pay the Employee and all other former similarly aggrieved employees, all compensation due upon termination of employment as required under Labor Code §§ 201 and 202.

Here, because the Employer allegedly (1) failed to timely pay all wages owed during their employment, (2) failed to provide all legally requisite meal periods and rest breaks, without compensation in lieu thereof, and (3) failed to pay all business reimbursements, including cell phone reimbursement, the Employee alleges that the Employer failed to pay all compensation due and owing at the time of termination. As such, based on the Labor Code violations referenced herein, the Employer has derivatively violated Labor Code §201-203, and pursuant to §§ 203 and

256 of the Labor Code, the Employee and other similarly aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to the Employer's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, the Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq*.

Therefore, pursuant to Labor Code §2699.3(a), please advise within sixty (60) calendar days of the online submission date of this notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within the applicable time that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Very truly yours,
/s/
Sam Kim
VERUM LAW GROUP, APC

cc: (via Certified Mail – Return Receipt Requested)
California Waste Recovery Systems, LLC
c/o DAVID M VACCAREZZA
175 ENTERPRISE CT STE A
GALT, CA 95632

cc: (via Certified Mail – Return Receipt Requested)
David M. Vaccarezza
c/o DAVID M VACCAREZZA
175 ENTERPRISE CT STE A
GALT, CA 95632

EXHIBIT B

VERUM LAW GROUP, APC- LODESTAR REPORT/TIME DETAIL

DATE	DESCRIPTION	BILLER	BILLABLE HOURS
1/18/2025	Draft class action complaint	SK	3.5
2/4/2025	Draft PAGA Notice	SK	1.6
5/15/2025	Prepare draft discovery, RPD, set 1 and SROG, set 1	SK	1.2
6/4/2025	Review meet and confer re: abatement and dismissal	SK	0.3
6/4/2025	Research and prepare meet and confer re: consolidation	SK	0.2
6/9/2025	Draft motion to consolidate, draft declaration, proposed order, RJN	YH	4.7
6/9/2025	Research case history, the Anguylo Leyva Action	YH	0.9
6/10/2025	Revew motion to consolidate and supporting documents	SK	1.2
6/10/2025	Draft declaration re: consolidation in Hampton Action	SK	0.4
7/2/2025	Call w/OPC re: motion scheduling	SK	0.2
7/2/2025	Call to dept 23 to reschedule motion	SK	0.1
7/2/2025	Discussion w/attorney MV re: motion scheduling and consolidation	SK	0.4
7/2/2025	Call w/OPC re: motion scheduling	SK	0.1
9/2/2025	Call w/class member Cory Williams	SK	0.9
9/2/2025	Draft class member declaration Williams	SK	0.5
9/2/2025	Research re consolidation; review opposition; prepare draft reply	SK	3.2
9/3/2025	Research re consolidation; research abatement; draft reply; draft Kim declaration	SK	4.3
9/3/2025	Review and revise reply; and prepare for filing	YH	1.2
9/12/2025	Review tentative; update calendar; and review case history; and review procedure	SK	0.6
9/17/2025	Call w/OPC re: mediatino and	SK	0.2
9/17/2025	Interal discussion re: mediation and case facts	SK	0.4
9/17/2025	Internal discussion re: mediation and case facts	YH	0.4
9/24/2025	Call w/mediator Todd Smith	SK	0.3
9/24/2025	Review mediation information and sample	SK	1.3
10/15/2025	Call w/co-counsel MB re: mediation and settlement	SK	0.1
10/17/2025	Review MOU draft from co-counsel and D	SK	0.3
11/11/2025	Call w/client re: settlement and case update	SK	0.1
6/8/2026	Draft Kim declaration; review bid	SK	0.3
6/8/2026	Call w/ client re: declaration	SK	0.1

6/9/2026	Call w/client re: declaration and settlement	SK	0.4
6/10/2026	Draft Kim declaration; draft P Hampton declaration; review case history; review settlement and MOU	SK	1.3
6/10/2026	Draft Han declaration	YH	0.3
6/12/2026	Review and revise proposed order	SK	0.2
6/12/2026	Revise Kim Decl; Han Decl., and review and revise motion for prelim; add edits	SK	2.3
8/11/2026	Review amendment to settlement agreement; review prior settlement	SK	0.6
1/02/2025-10/09/2026	GLOBAL EMAIL TIME ENTRY EXPLANATION - The firm does not bill each email as an individual time entry, as the time that would be required to make such entries would very often equal or exceed the time to read or send the emails. At case ending, a global entry is created, valuing each email at BELOW the absolute minimum time entry of one-tenth of an hour, which would be a 0.1 time entry, and would equal six minutes. Instead, a five-minute entry is added in for each email that has been sent or received, regardless of how many attorneys and/or staff in the firm actually read the email. This eliminates possible multiple staff billing for reading the same email, even though they do all need to be apprised of the contents. The firm's document management system shows that in this matter, over 481 emails have been sent and/or received during the life of the case, including the initial investigation. At 5 minutes for each of the 481 emails in the system, this equals 2,405 minutes, which divided by 60 minutes to convert it to hours, equals to 40.10 hours noted in the time entry. The entry is attributed to the billing rate for the attorneys at the firm at $1,000.00 per hour, for the years 2025-2026.	SK/YH	40.10
		TOTAL	**74.20**

EXHIBIT C

VERUM LAW GROUP, APC: COST

DATE	DESCRIPTION	AMOUNT
10/24/2024	USPS Certified Mail- Personnel Records Request	$8.99
1/24/2025	Case Anywhere Case Invoice No. 11200441	$465.05
1/31/2025	Valpro POS Summons, Inv.	$235.00
1/31/2025	Case Anywhere, POS Summons filed, Invoice No. 11248099	$17.00
2/4/2025	PAGA Filing	$75.00
2/5/2025	USPS Certified Mail PAGA	$9.96
6/10/2025	Case Anywhere Inv. No. 12173600	$78.80
6/10/2025	Case Anywhere Inv. No. 12176449	$17.00
8/28/2025	Case Anywhere Inv. No. 12765644	$78.80
9/2/2025	Case Anywhere Inv. No. 12794397	$17.00
9/3/2025	Case Anywhere Inv. No. 12804355	$17.00
9/11/2025	Case Anywhere Inv. No. 12871941	$17.00
9/16/2025	Sacramento Superior Court Complex Case Fee Check #988	$1,000.00
4/14/2026	Case Anywhere Inv. No. 14519100	$19.15
	TOTAL	**$2,055.75**