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SUPERIOR COURT OF CALIFORNIA FOR
COUNTY OF CONTRA COSTA

MIKAELA BURDA,

Plaintiff,

vs.

GREEN BAY REMODELING INC. and DOES 1
through 100, inclusive,

Defendants.

Case No.: C24-03484

**DECLARATION OF SCOTT NAKAMA IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Hearing Date: 9/24/26

Hearing Time: 9 am

Department: 10

Judge: Hon. Julia Campins

COMPLAINT FILED: 12/20/24

FIRST AMENDED COMPLAINT: 2/27/25

TRIAL DATE: NONE

1 I, Scott S. Nakama, hereby declare as follows:

2 1. I am over eighteen (18) years of age and a resident of California. I am the named
3 plaintiff in the above-captioned case, and I have personal knowledge of the facts and statements set
4 forth in this declaration, and if called upon to testify, I could and would competently testify thereto.
5

6 2. I am attorney at law duly licensed to practice before all state and federal courts in
7 California and the United States Supreme Court. This declaration is submitted in support of
8 Plaintiff's Unopposed Motion for Approval of Settlement Agreement.

9 3. I am a member of the State Bar of California. I am one of the attorneys of record for
10 name plaintiff MIKAELA BURDA ("Plaintiff" or "PAGA Representatives").

11 4. In addition to interviewing our client and reviewing all relevant documents in their
12 possession (time sheets, schedules, pay stubs), we conducted significant relevant written discovery in
13 this matter, including serving Special Interrogatories, Employment Form Interrogatories and Request
14 for Production of Documents.

15 5. Plaintiff also produced approximately 1500 documents including documents relating
16 to calculation of her bonuses.

17 6. Through the discovery process the Parties estimate that there are approximately 43
18 PAGA Aggrieved Employees defined as any person employed by Defendant in California as an
19 hourly paid, nonexempt employee during the PAGA Period of December 24, 2023 to the date of the
20 Court approval of the settlement.
21

22 7. Defendant produced for purposes of mediation HR policies, a 50% representative
23 sample of 22 Aggrieved Employees' time records including Plaintiff, and paystubs from the
24 employees in the sample. Defendant also revealed the following information:

- 25 • 74 potential aggrieved employees during the PAGA period including 43 non-exempt;
- 26 • 1,487 pay periods worked by the 43 non-exempt aggrieved employees;
- 27
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- 1,005 pay periods worked by non-salary employees where at least one shift was longer than 5 hours;
- 994 pay periods worked by non-salary employees where at least one shift was longer than 7 hours;
- 13 payroll periods where the non-salary employees earned a bonus/commission and earned sick pay during that pay period during the PAGA period; and
- 40 payroll periods where the non-salary employees earned a bonus/commission and earned overtime pay during that pay period during the PAGA period.
- Final paystubs of exempt employees with documents indicating their final day of employment.

8. After reviewing documents regarding Defendant's wage and hour policies and practices and other information obtained during the informal exchange of discovery, PAGA Counsel were able to evaluate the probability of a PAGA verdict, success on the merits, and the reasonable obtainable maximum monetary exposure for all claims. PAGA Counsel reviewed all of these records and performed a damage analysis. PAGA Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.

9. The Parties engaged in a mediation on September 30, 2025 with Judge Russell Hom, retired Sacramento County Superior Court Judge. I reviewed the entire sample of 50% sample size of payroll records (approximately 1000 documents that included payroll and time records). The settlement discussions were conducted at arm's-length and involved an informed and detailed analysis of Defendant's potential liability of total exposure in relation to the costs and risks associated with continued litigation. Discussions between counsel for the Parties, informal discovery, as well as the investigation and evaluation of the allegations in the Complaint by the

1 Parties, have permitted each side to assess the relative merits of the claims and defenses to those
2 claims. After a full day of arms-length negotiations, the parties were unable to reach an agreement.

3 10. However, after weeks of continued negotiations with the help of Judge Hom, Judge
4 Hom issued a mediator's proposal to settle Plaintiff's individual claim and the PAGA
5 Representative Claim. The Parties accepted the mediator's proposal in its entirety but were left to
6 negotiate the terms. The Parties eventually agreed to settle Claimant's individual claims pursuant
7 to a confidential settlement agreement. We also agreed to settle the PAGA claim, and in the months
8 that followed, the parties formalized their agreement and executed the PAGA Settlement
9 Agreement that is now before the Court for approval. At all times, the Parties' negotiations were
10 adversarial and non-collusive. The Parties went into mediation willing to explore the potential for a
11 settlement of the dispute, but each side was also prepared to litigate its position through trial and
12 appeal if a settlement had not been reached. *Id.* During mediation, the parties vigorously debated the
13 legal and factual bases for Plaintiff's claims and Defendants' defenses, and the parties' analyses and
14 conclusions based on the available data
15

16 11. Based on the documents produced, as well as Plaintiff's counsel's own independent
17 investigation, review of DEFENDANT's application and payroll records, Claimant's counsel
18 believes that the settlement with DEFENDANT for the consideration and on the terms set forth in
19 this Agreement is fair, reasonable, and adequate, and is in the best interest of the Aggrieved
20 Employees in light of all known facts and circumstances, including the risks of significant delay
21 and uncertainty associated with litigation and various defenses asserted by DEFENDANT.
22

23 12. I determined that there were likely no violations involving exempt employees as
24 Defendant had a policy and practice of paying employees on their last day of employment their
25 accrued vacation time and all other wages earned. Defendant has a policy to reimburse exempt
26 employees for their phone.
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13. I am familiar with state and federal wage and hour laws, and regularly advise clients about wage and hour compliance issues. Based on my experience with class action settlements, I can represent to the Court that the proposed settlement is the result of arm's-length bargaining.

14. Attached as **Exhibit A** is a true and correct copy of the settlement agreement in the representation case.

Declarant's Background

15. I have been practicing in the area of plaintiff's employment litigation since June 2015, and have represented Plaintiffs in cases involving discrimination, harassment, retaliation, wage and hour violations, wrongful termination and fraudulent business practices.

16. I have substantial experience in Employment Law, and Class Actions. Since my admission to the bar, I have represented numerous parties in civil actions of various types and degrees of complexity. I have handled actions relating to employment law and unpaid wages over the last 8 years.

17. I graduated from Case Western Reserve School of Law in Cleveland, Ohio. During law school, I was a Co-Managing Editor of the Journal of Law, Technology & Internet where I supervised over 20 law students and was a member of the Willem C. Vis International Commercial Arbitration Moot Team that placed as quarterfinalists out of 60 plus teams.

18. From June 2, 2015 to March 2020, I was employed as an attorney with Burton Employment Law where 100% of my cases were employment related issues. I was a contractor for the month of June 2015 and then worked full-time begging in July 2015. I estimate that I worked on over 140 cases as an employee of Burton Employment Law.

19. As an attorney for Burton Employment Law, I worked on a class action and California Private Attorney Generals Act (“PAGA”) claim entitled *Neroza v. Vo’s Restaurant Company*, Alameda County Superior Court, Case NO. RG1052261 where Plaintiff received an individual and PAGA judgment exceeding \$1,000,000.

1 20. In 2017, as an Attorney for Burton Employment Law, I represented Aries Simmons in
2 a PAGA claim against CALIFORNIA LOGISTRICS, INC. DBA DILIGENT DELIVERY
3 SYSTEMS, Alameda County Case NO. 17863988, alleging the following causes of action: 1.
4 Misclassification as independent contractor-PAGA; 2. Failure to pay overtime- PAGA; 3. Failure to
5 provide Meal Breaks-PAGA; 4. Failure to Provide Rest Breaks-PAGA; 5. Failure to Timely Pay
6 Wages- PAGA; 6. Failure to provide Paid Sick Leave-PAGA; 7. Failure to Furnish Complete and
7 Accurate Itemized Wage Statements -PAGA; 8. Failure to Pay all Wages Due Upon Termination; 9.
8 Failure to Indemnify Employees for Expenses- PAGA; 10. Unlawful Deductions-PAGA; 11. Failure
9 to keep Payroll Records; and 12. Failure to Pay Minium Wages-PAGA. I assisted lead counsel
10 Jocelyn Burton with defeating two Motions to Compel Arbitration by Defendant DILIGENT
11 DELIVERY SYSTEMS. Later, the case was coordinated with two other related cases filed after the
12 *Simmons* case entitled Judicial Counsel Coordinated Proceeding JCCP004990. I worked on the
13 coordinated case until I left Burton Employment Law in March 2020. I did a significant amount of
14 work for the coordinated case including propounding and responding to discovery including
15 obtaining the contact list for the aggrieved employees. On June 30, 2023, the Alameda County
16 Superior Court issued an order approving the PAGA settlement of \$2,836,667 including attorneys'
17 fees of \$1,400,000 and costs up to \$150,000.
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19 21. In 2018, as an attorney for Burton Employment Law, I represented Keith White who
20 filed a Complaint in the United States District Court for the Northern District of California, Northern
21 District of California, Case No. 4:18-cv-03375-JST, against GEO REENTRY SERVICES, LLC. The
22 Complaint contains the following causes of action: (1) PAGA claim for failure to pay overtime; (2)
23 violation of the Fair Labor Standard Act (FLSA) 29 U.S.C. § 207 for failure to pay overtime(an
24 individual claim); (3) PAGA claim for failure to pay timely wages; (4) PAGA claim for failure to
25 furnish complete and accurate itemized wage statements; (5) PAGA claim for failure to pay all wages
26 upon termination; and (6) PAGA claim for failure to reimburse business expense. On August 10,
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1 2019, I represented Lashana Clifton in a PAGA lawsuit filed in the Northern District, Case NO. 4:19-
2 cv-04640-JST against GEO REENTRY SERVICES, LLC. I worked on the Clifton and White cases
3 until I left Burton Employment Law in March 2020. I did a significant amount of work for both the
4 *Clifton* and *White* matters while at Burton Employment Law. The Clifton and White cases were later
5 consolidated with *Jimenez v. GEO REENTRY SERVICES*, Orange County Superior Court CASE NO.
6 30-2019—01072491-CU-OE-CXC and a judge granted preliminary approval of the class action
7 settlement in November 2021 and final approval on June 22, 2022 for \$1,300,000 on behalf of 1,200
8 class members.
9

10 22. As an attorney for Burton Employment Law, I worked on a federal appeal with the
11 U.S. Equal Employment Opportunity Commission (“EEOC”) entitled *Gainer v. Peter O’Rourke,*
12 *Acting Secretary, Department of Veterans Affairs*, Appeal NO. 0120162172. There, I drafted the
13 appellate brief and assisted lead counsel with overturning the federal agency’s final decision as to
14 claims of sexual harassment, disability discrimination, and retaliation. The EEOC reversed the
15 federal agency’s decision in my client’s favor. The case was published by the EEOC, available at
16 https://www.eeoc.gov/sites/default/files/migrated_files/decisions/0120162172.pdf.
17

18 23. From March 2020 to the present, I have been employed as an attorney with the Ladva
19 Law Firm. I worked on approximately 120 employment cases with Ladva Law Firm.

20 24. From 2021 to 2022, as an attorney for Ladva Law Firm, I was lead counsel in a wage
21 and hour case in United States District Court for the Northern District of California entitled *Reyes v.*
22 *Hearst Communication INC.*, CASE NO. 4:21-cv-03362-PJH. During that case, the employer
23 appealed the District Court’s decision denying the employer’s Motion to Compel Arbitration. In
24 response, I prepared an appellate brief. Ultimately, the 9th Circuit affirmed the District Court’s
25 decision in an unpublished opinion denying the Motion to Compel Arbitration.

26 25. In 2023, as an employee of Ladva Law Firm, I represented over one hundred and
27 sixty-five former employees in a wage and hour class action entitled *Pena v. JB Critchley*, Fresno
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1 County Superior Court Case No. 17CECG03274 with the Law Offices of Daniel Vega. We
2 successfully litigated and certified a class-wide and court approved settlement pre-class certification
3 that included payments for owed overtime. The total amount of the settlement was in excess of
4 \$300,000.00.

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6 26. On April 8, 2022, I filed a putative class action entitled *Angela Infante v.*
7 *DEFENDANT HEALTH*, Case No. 22CV000380 with the Law Offices of Daniel Vega to represent a
8 class consisting of the “current” and former Class Members for claims alleging (1) Violations of
9 Labor Code Section 432.3; (2) Failure to timely pay all wages upon discharge; (3) Violations of
10 Labor Code Section 432.6; (4) Violations of Labor Code Section 432.7; (5) Failure to make proper
11 disclosures in violation of the Fair Credit Reporting Act; and (6) Violations of California and
12 Business and Professions Code Section 17200 as well as individual claims of disability
13 discrimination, wrongful termination, retaliation, and related claims. On June 15, 2022, the
14 complaint was amended to add a PAGA claim. On January 26, 2023, the court ordered the case to
15 arbitration and stayed the case pending arbitration. Because of the valid class action waiver, my
16 office no longer pursued class claims and limited the case to representative PAGA claims and
17 individual discrimination related claims. On July 11, 2024, Arbitrator Kevin J. Murphy granted
18 Plaintiff’s Motion for Approval of the PAGA Settlement for \$47,202.50. Of the \$47,202.50,
19 \$30,000 was awarded in attorneys’ fees, \$7,202.50 was awarded in costs, and the remaining \$10,000
20 in civil penalties. On November 27, 2024, the Court granted Plaintiff’s Motion to Confirm
21 Contractual Arbitration Awards.

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23 27. On August 27, 2021, I filed a putative class action entitled *Hector Estrada v.*
24 *GLASSFAB TEMPERING SERVICES INC.*, in SAN JOAQUIN County Superior Court, Case No.
25 STK-CV-UOE-2021-8051 with the Law Offices of Daniel Vega to represent a class consisting of the
26 “current” and former Class Members for claims related to alleged unpaid overtime wages, meal and
27 rest breaks, specifically, (1) Violations of the Labor Code sections 1194(a) and 510 (failure to pay
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overtime wages); (2) Violation of California Labor Code section 226.7 (failure to provide meal and rest breaks); (3) Violation of Labor Code section 226 (failure to provide accurate itemized wage statements); (4) Violation of Labor Code section 510 and 204 (failure to pay all wages and overtime wages); (5) Violation of Labor Code section 201, 202, 203, and 203.1 (waiting time penalties); (6) Unfair Competition in Violation of Cal. Business and Professions Code §17200; (7) Unjust Enrichment; and (8) Declaratory relief behalf of himself and other employees of the Company. On June 7, 2023, the complaint was amended to add a PAGA claim. On March 14, 2024, the Court granted Plaintiff's Motion for Final Approval of the Class Action Settlement and PAGA Settlement of \$345,000.00.

28. On June 29, 2022, I filed a putative class action entitled *Jayson Arrington v. POPCORN VAN, INC.*, in San Francisco County Superior Court, Case No. CGC-22-600445 with the Law Offices of Daniel Vega to represent a class consisting of the "current" and former Class Members for claims related to wage and hour claims and misclassification as independent contractors, specifically, (1) Violations of the Labor Code sections 1194(a) and 510 (failure to pay overtime wages); (2) Failure to timely pay all wages upon discharge; (3) Failure to provide breaks; (4) Violations of Labor Code Section 432.3; (5) Inaccurate payroll records; (6) Failure to provide accurate itemized wage statements; (7) Failure to make proper disclosures in violation of the Fair Credit Reporting Act; and (8) Violations of California and Business and Professions Code Section 17200 as well as individuals claims for wrongful termination, retaliation in violation of Labor Code Section 1102.5 and 6310. On October 16, 2022, the Complaint was amended to add a PAGA and failure to pay sick pay claims. On January 16, 2025, the Court granted Plaintiff's Motion for Final Approval of the Class Action and PAGA Settlement of \$250,000.00.

29. In my last request for attorney fees in California Superior Court, the Court approved a rate of \$450.00 per hour.

PAGA CLAIMS

30. Plaintiff worked at Defendant's only office which was located in Walnut Creek, California. Plaintiff has alleged PAGA claim relating to failure to pay premium pay for missed meal and rest breaks (including untimely meal breaks), failure to factor non-discretionary bonuses when calculating overtime, sickpay, and vacation time as well as a violation of failure to reimburse employees for phone expenses and failure to pay all wages upon discharge.

31. Defendants have weekly payroll periods.

32. Plaintiff also recognized the risk that any PAGA award could be significantly reduced.

33. Because the PAGA claim was submitted to the Labor Workforce Development Agency after July 1, 2024, the amendments to the PAGA applied to this case namely that (1) PAGA penalties would be divided in half for violations during weekly payroll periods and (2) duplicative/derivative PAGA penalties cannot be recovered for violations of Labor Code provisions for timely payment of final wages that are "neither willful or intentional."

34. Below is a calculation of the damages. The first category "Maximum Exposure" assumes there is 100% violation during each payroll period. The second category "Likely exposure" is my estimate of damages based on Plaintiff's disclosures and the documents reviewed prior to mediation.

Claim	Maximum Exposure	Likely Exposure If Prevail
Claims relating to paying wrong rate of pay for overtime, sick pay, and vacation pay by failing to include nondiscretionary bonuses.	\$2,650	\$1,987.50 (75% chances of success so reduced maximum exposure by 25%).
Missed meal breaks	\$74,350	\$7,435 (10% chance of success so reduced maximum exposure by 90%).
Missed rest breaks	\$74,350	\$3,717.50 (5 % chance of success so reduced maximum exposure by 90%).

Phone reimbursement	\$74,350	\$7,435 (10% chance of success so reduced maximum exposure by 90%).
Wage Statements	\$74,350	\$8,922 (12% chance of success)
Final Pay	\$4,400	\$880 (20% chance of success)
Total:	\$304,450	\$30,377

35. Plaintiff assessed the claim that nondiscretionary bonuses were not factored when calculating sick pay, premium pay, overtime, and sick time.

36. There were only 40 weekly payroll periods where a non-salary employee earned a bonus/commission and earned overtime pay during that pay period during the PAGA period meaning a maximum of 20 payroll periods after dividing the pay periods in half due to the above PAGA amendment.

37. There were 13 payroll periods where a non-salary employees earned a bonus/commission and earned sick pay or vacation time during that pay period during the PAGA period meaning a maximum of 6.5 payroll periods or violations after dividing the pay periods in half due to the above PAGA amendment.

38. At best, there would only be 26.5 payroll periods or violations relating to the bonus in the amount of **\$2,650** (26.5 * \$100 per violation). In addition, Plaintiff assessed Defendant's good faith defenses that the bonuses were discretionary as there were no documentation as to how to calculate the bonuses.

39. As far as meal break violations, there is a maximum potential exposure of \$74,350 (1487 payroll periods * \$100 / 2). This number was multiplying \$100 for each violation to the 1,487 payroll periods then dividing that amount by two because Defendant had weekly payroll periods. Plaintiff's counsel assessed that the time records revealed missed meal breaks or untimely meal breaks in 10% of the payroll periods produced in the representative sample of 743.5 payroll periods.

1 Plaintiff calculated total likely exposure of **\$7435** which is 10 percent of the maximum exposure.

2 Plaintiff advised that her time records were likely accurate with exception of some work at night off
3 the clock and that no one forced her to alter her time. As a non-exempt manager, Plaintiff also was
4 unaware of anyone altering any workers' time records or forcing employees not to accurately list
5 their time.
6

7 40. As far as rest break violations, there is a maximum potential exposure of \$74,350
8 (1487 payroll periods * \$100 / 2). This number was multiplying \$100 for each violation to the 1,487
9 payroll periods then dividing that amount by two because Defendant had weekly payroll periods.
10 Plaintiff estimated missing rest breaks on 5% of her shifts. Given that Defendant had compliant rest
11 break policies, I discounted this claim by 95%.

12 41. As far as the phone reimbursement violation, there is a maximum potential exposure
13 of \$74,350 (1487 payroll periods * \$100 / 2). I reviewed over 1,000 text messages or WhatsApp
14 communications that Plaintiff had during her entire employment with coworkers. I determined that
15 Plaintiff only used her phone about ten percent of the payroll periods that she worked during her three
16 years of employment. Given that Defendant had compliant phone reimbursement policies, I
17 discounted this claim by 90%.

18 42. As far as the wage statement violations, there is a maximum potential exposure of
19 \$74,350 (1487 payroll periods * \$100 / 2). I estimate 12 percent likely success based on the meal
20 break, rest break, and failure to calculate correct hourly rates by factoring the nondiscretionary
21 bonuses.
22

23 43. As far as the waiting time violations, there is a maximum potential exposure of
24 \$4,400 (44 aggrieved employees * \$100). I estimated a 20 percent exposure.

25 44. Maximum total exposure is **\$304,450 assuming there was a violation 100% of the**
26 **payroll periods.**
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1 45. PAGA Counsel then applied discounts in light of the countervailing arguments
2 concerning the other causes of action, as well as the Court's power to award "a lesser amount than the
3 maximum civil liability." Lab. Code § 2699(e)(2).

4 46. Given the state of the law and the range of PAGA penalties requested and actually
5 awarded in California courts, it is difficult to determine a reasonable value and actual exposure for
6 PAGA penalties.

7 47. Plaintiff also recognized the risk that any PAGA award could be significantly reduced.
8 Thus, the maximum penalties for each pay period are not justified. It was indeed arguable whether
9 the Court would award the maximum penalties under the law.

10 48. **Based on the investigation, I estimate likely penalties of \$30,777 assuming**
11 **Plaintiff prevailed.**

12 49. The proposed Settlement is the product of serious, informed, non-collusive
13 negotiations, has no obvious defects, does not improperly grant preferential treatment to the Class
14 Representative or segments of the Class and falls within the range of fair and reasonable settlements.
15 believe that this non-reversionary settlement is in the best interests of the Class as fair, reasonable,
16 and adequate. Therefore, I recommend approval of the Settlement.

17 50. The Motion for Approval shall ask for \$31,050 for a PAGA award and up to \$2,950
18 dollars for claims administration and handling. The Net Settlement Amount of PAGA Penalties is the
19 Gross Settlement less payment of (1) Plaintiff's Attorney's Fees; (2) Plaintiff's Costs; and (3) Claims
20 Administration Costs. In total \$31,050 in civil penalties allocated from the settlement, \$20,182.50
21 (65%) will be allocated to the LWDA PAGA Payment and \$10,867.50 (35%) allocated to the
22 Aggrieved Employees. Each aggrieved employee will receive \$246.98.

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26 **PAGA Counsel Fees and Costs**
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1 51. PAGA Counsel conducted extensive discovery, including many discovery disputes
2 and reviewed payroll and paystubs documents and substantial data relevant to the claims, conducted
3 extensive legal and factual research.

4 52. PAGA Counsel took on the risk of recovering nothing and the reality of nonpayment
5 for years. PAGA Counsel accepted this case on a pure contingency basis and have received no
6 compensation for their time or expenses.

7 53. PAGA Counsel's lodestar will continue to increase as PAGA Counsel continues to
8 perform work for the PAGA overseeing the settlement.

9 54. I maintain my time and billing records contemporaneously.

10 55. PAGA Counsel managed the work by efficiently allocating tasks to individuals and
11 avoiding duplication of effort.

12 56. Our rates are consistent with the market for attorneys with comparable experience in
13 Fresno.

14 57. PAGA Counsel have also been awarded attorneys' fees at or near the rates we request
15 here.

16 58. The hourly rates of PAGA Counsel at Ladva Law Firm are rates that comparable
17 attorneys at charge paying clients

18 59. We incurred litigation costs and expenses.

19 60. All of these costs were necessary in connection with the prosecution of this litigation
20 and were incurred for the benefit of the former employees.

21 61. I billed a total of 189.9 hours for this case.

22 62. Of the 189.9 hours, I spent approximately 6.3 hours devoted only to Plaintiff's
23 individual discrimination, hostile work environment, retaliation, and constructive discharge claims.
24 Of the remaining 183.6 hours, I estimate that 80% of the time was spent on the PAGA Representative
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1 Action including Plaintiff's wage and hour claims of untimely meal breaks, failure to receive all
2 overtime pay, etc.

3 63. The Attorney Fee Award is intended to reimburse PAGA Counsel for all
4 uncompensated work that they have already done and for all the work they will continue to do in
5 carrying out and overseeing the notification of the Class Members, communication with Class
6 Members regarding the proposed Settlement, and administration of the Settlement if the Settlement is
7 preliminarily approved. Class Counsel took this case on a contingent fee basis against a business
8 represented by a reputable defense firm. When we take contingent fee-based cases, we must pay
9 careful attention to the economics involved. Accordingly, when taking these cases, we anticipate that
10 we Shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often
11 too great to bear. Even when we work long hours, the number of hours in a day is limited. Therefore,
12 when we take on one particular matter, we are unable to take on other matters. When Class Counsel
13 became involved in this case, we realized the time commitment that it would entail, and we were
14 forced to turn down matters that we otherwise could have handled. We were forced to do so because
15 of the thorough factual investigation and development this case required. In sum, this case claimed a
16 significant portion of Class Counsel's time and attention throughout its pendency.
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18 64. Attached as **Exhibit B** is an itemized list of my hours in this matter.
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20 65. Attached as **Exhibit C** is an itemized list of expenses and invoices of costs in this
21 matter.

22 66. Attached as **Exhibit D** is the proposal of third party administrator ILYM GROUP,
23 INC. to administer the notice for PAGA Aggrieved Employees for \$2,950.

24 I declare under penalty of perjury that the foregoing is true and correct, that I could testify
25 competently thereto if called upon to do so, and that I executed this Declaration on the 1st day of
26 May 2026, in the City and County of San Francisco, California.
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A handwritten signature in black ink, appearing to read 'Ashwin Ladva', with a long horizontal flourish extending to the right.

Ashwin Ladva

EXHIBIT A

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 et seq.)
SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Mikaela Burda (“Plaintiff”) on behalf of herself and other current and former aggrieved employees, and Defendant Green Bay Remodeling, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA and individual lawsuit captioned *Mikaela Burda v. Green Bay Remodeling, Inc., et al.* (Case No. C24-034848) initiated on December 20, 2024, and pending in Superior Court of the State of California, County of Contra Costa.
- 1.2. “Administrator” means ILYM GROUP, INC., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses, using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.6. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last known mailing address, Social Security number, and number of PAGA Pay Periods said person worked.
- 1.7. “Court” means the Superior Court of California, County of Contra Costa.
- 1.8. “Defendant” means named defendant, Green Bay Remodeling, Inc.
- 1.9. “Defense Counsel” means Aaron Cargain and Anthony Flores of Fisher & Phillips LLP.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.
- 1.11. “Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.12. “Gross Settlement Amount” means **NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00)**, which is the total amount Defendant agrees to pay under this Settlement, except as provided in Paragraph 8.1. The Gross Settlement Amount shall be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel

Litigation Expenses Payment, and the Administration Expenses Payment.

- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code Section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code Section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and the LWDA as the LWDA PAGA Payment.
- 1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.18. "PAGA Counsel" means Scott Nakama and Ashwin Ladva of Ladva Law Firm, a Professional Corporation.
- 1.19. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorney's fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. "PAGA Notice" means Plaintiff's December 17, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd.(a), including the amendment submitted to the LWDA on December 23, 2024.
- 1.22. "PAGA Period" means the period from December 24, 2023, through the date of Court approval of this Agreement, or earlier as provided by paragraph 8.1 of this Agreement.
- 1.23. "PAGA Penalties" means the Net Settlement Amount to be distributed to the Aggrieved Employees and the LWDA.
- 1.24. "Plaintiff" means Mikaela Burda, the named plaintiff in the Action.
- 1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors, shareholders, owners, members, and agents thereof, both individually and in their business capacities.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On December 20, 2024, Plaintiff filed a Complaint to the Superior Court of the State of California for the County of Contra Costa, Case No. C24-034848, asserting claims for: (1) Hostile Work Environment; (2) Violations of California Family Rights Act; (3) Failure to Provide Paid Sick Leave & Retaliation for Requesting Sick Leave – Labor Code sections 226 & 246.5; (4) Whistleblower Retaliation – Labor Code section 1102.5; (5) Retaliation (Government Code section 12940(h)); (6) Failure to Prevent Retaliation & Harassment; (7) Constructive Discharge; (8) Failure to Provide Rest Breaks; (9) Failure to Provide Meal Breaks & Timely Meal Breaks; (10) Failure to Pay Overtime; (11) Failure to Pay All Wages Due Upon Termination; (12) Failure to Issue Accurate Wage Statements; (13) Failure to Reimburse for Business Expenses; and (14) Violation of Business & Professions Code section 17200 (claims (1) through (14), collectively referred to as “Individual Claims”) (“Complaint”).
- 2.2. On February 27, 2025, Plaintiff filed her operative First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (“First Amended Complaint”). The PAGA cause of action is predicated on the same alleged violations of the Labor Code Plaintiff asserted on an individual basis. In addition, Plaintiff also alleged a new liability theory – that Defendant failed to pay sick leave and vacation/PTO at the correct regular rate of pay during pay periods in which a non-discretionary bonus was earned (Plaintiff’s PAGA cause of action, including her individual and representative PAGA claims shall be referred to as “PAGA Claims”).
- 2.3. Pursuant to Labor Code Section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On September 30, 2025, the Parties participated in an all-day mediation presided over by mediator Judge Russell L. Hom (Ret.). At the end of mediation, the Parties agreed to settle the Action, including Plaintiff’s Individual Claims and PAGA Claims. This Agreement is intended to release Plaintiff’s PAGA Claims. Plaintiff’s Individual Claims shall be disposed of through a separate settlement agreement.
- 2.5. Prior to the Parties reaching a resolution, Plaintiff obtained, through informal discovery, a voluminous sample of time and payroll records for the Aggrieved Employees over the PAGA Period.
- 2.6. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendant promises to pay **NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00)** and no more as the Gross Settlement Amount. Defendant will fund the Gross Settlement Amount as provided in 4.3 of this Agreement. Once the Gross Settlement Amount is fully funded as provided in Paragraph 4.3 of this Agreement, the Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: The PAGA Counsel Fees Payment, not to exceed 55.5% of the Gross Settlement Amount, and which is currently estimated to be in the amount of **FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00)**, and PAGA Counsel Litigation Expenses Payment of not more than \$6,000.00. Defendant shall not oppose requests for the Court to approve these payments, provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel shall file an application or motion for the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment. If the Court approves the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment in amounts less than those requested, the Administrator shall allocate the remaining funds to the Net Settlement Amount. The Released Parties shall have no liability to PAGA Counsel or any other attorneys for Plaintiff arising from any claim to any portion of the PAGA Counsel Fee Payment and/or the PAGA Counsel Litigation Expenses Payment. The Administrator shall pay the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for any and all taxes that may be owed on the PAGA Counsel Fees Payment, and holds the Released Parties harmless, and indemnifies the Released Parties from, any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$2,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: After deducting the above amounts, the Net Settlement Amount, which comprises the PAGA Penalties, is currently estimated to be \$31,050.00, with 65% (\$20,182.50) allocated to the LWDA PAGA Payment and 35% (\$10,867.50) allocated to the Individual PAGA Payments.

3.2.4. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employees and Pay Period Estimates: Based on a review of its records as of the date the Parties agreed to resolve the matter, i.e., on or about September 30, 2025, Defendant estimates there were 43 Aggrieved Employees who worked a total of approximately 1,487 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data: Within thirty (30) days of execution of the Agreement, Defendant shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement, and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who require access to the Aggrieved Employee Data to effect and perform as set forth in the Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and, if so, to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use

their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3 Funding of the Gross Settlement Amount: Defendant shall fund the Gross Settlement Amount by making twelve (12) equal monthly installments of **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00) to the Administrator**, according to the following payment schedule: The first installment payment shall be made within (30) days of the latter of (1) the Effective Date in this Action and (2) Defendant's receipt of the executed IRS Form W-9 for the Administrator. Thereafter, each installment payment will be due on the first day of each successive month until Defendant has fully funded the Gross Settlement Amount.

Notwithstanding the foregoing, if the second installment payment is due within 14 days of the first installment payment, the second installment payment will not be due until the first day of the following month. Thereafter, each installment payment will be due on the first day of each month until Defendant has fully funded the Gross Settlement Amount.

If Defendant does not make a timely payment, Plaintiff's counsel and/or the Administrator must give Defendant's counsel notice via email of the missed payment. Thereafter, Defendant shall have six business days to make the payment. If payment is not received within six business days of the date Plaintiff's counsel and/or the Administrator notified Defendant's counsel via email, it shall be considered a material breach of this Agreement and Defendant shall owe interest at 5% daily rate for each day the payment is late beginning on the day after the payment was originally due. Any interest owed resulting from a late payment shall be added to the Net Settlement Amount with 65% of any interest owed allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

- 4.4. Payments from the Gross Settlement Amount: Within fifteen (15) calendar days of Defendant fully funding of the Gross Settlement Amount, the Administrator shall mail checks for all of the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Attorney's Fees and Litigation Costs and Expenses Payments to the checks' respective addressees, as set forth herein. Disbursement of the PAGA Counsel Attorney's Fees and Litigation Costs and Expenses Payments shall not precede disbursement of the Individual PAGA Payments.

4.4.1 The Administrator shall issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator shall cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the respective recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator shall conduct the Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable, without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail said check to the USPS forwarding address provided, or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take any further steps to deliver checks to any of the Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, provided that the Aggrieved Employee requests same prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of the Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in the Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff and the Aggrieved Employees shall release, and shall be deemed to have released, claims against the Released Parties as follows:

5.1. Release by the Aggrieved Employees: All of the Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA Claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, First Amended Complaint and the PAGA Notices, including but not limited to alleged violations of California Labor Code sections 201-204, 204b, 205.5, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 233, 246, 246.5, 264.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1401, 2698 *et seq.*, 2699.5, 2800, and 2802, all applicable Wage Orders, and any other Labor Codes and Wage Orders violated on the facts alleged in Plaintiff's Complaint, First Amended Complaint and PAGA Notices, based on the various theories of liability, including, but not limited to, Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked, pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; reimburse business expenses; keep accurate payroll records; failure to pay vacation pay at the regular rate, failure to pay sick pay at the regular rate, and timely pay all final wages at separation of employment.

5.2. Plaintiff's Release: Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases and discharges the Released Parties from all PAGA Claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, First Amended Complaint and the PAGA Notices, including but not limited to alleged violations of California Labor Code sections 201-204, 204b, 205.5, 210, 216, 221, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 233, 246, 246.5, 264.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1401, 2698 *et seq.*, 2699.5, 2800, and 2802, all applicable Wage Orders, and any other Labor Codes and Wage Orders violated on the facts alleged in Plaintiff's Complaint, First Amended Complaint, and PAGA Notices, based on the various theories of liability, including, but not limited to, Defendant's alleged failure to: provide meal periods; provide rest periods; pay for all hours worked, pay minimum wages; pay overtime wages; provide accurate wage statements; timely pay all wages due in accordance with time periods prescribed by law; reimburse business expenses; keep accurate payroll records; failure to pay vacation pay at the regular rate, failure to pay sick pay at the regular rate, and timely pay all final wages at separation of employment.

5.2.1.1. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff shall prepare and file an application or motion for approval of the Settlement, as follows:

- 6.1. Responsibilities of PAGA Counsel: PAGA Counsel is responsible for expeditiously finalizing and filing the stipulation for approval of the Settlement, and in no event later than 30 days after the full execution of the Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing before the Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order granting approval of the Settlement to the Administrator. Prior to filing Plaintiff's motion for approval of the PAGA Settlement, PAGA Counsel shall provide a draft to Defense Counsel for their review/approval.
- 6.2. Duty to Cooperate: If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator: The Parties have jointly selected ILYM GROUP, INC to serve as the Administrator and have verified that, as a condition of appointment, ILYM GROUP, INC agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the Administration Expenses. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under United States Treasury Regulation section 468B-1. The Administrator shall establish a QSF at least two (2) weeks prior to the date Defendant's first installment payment is due and will provide Defendant with all information necessary to allow Defendant to fund the QSF.
- 7.4. Administrator Duties: The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in the Agreement or otherwise.

8. PAY PERIOD ESTIMATE AND ESCALATOR CLAUSE.

- 8.1. Defendant estimates that there are a total of 1,487 PAGA Pay Periods during the relevant PAGA Period. If the number of PAGA Pay Periods during the PAGA Period exceeds 1,487 by more than 20% (i.e., greater than 1,784 PAGA Pay Periods), the Gross Settlement Amount will increase pro rata per additional Pay Period in excess of 1,784. As an alternative to paying a larger Gross Settlement Amount, Defendant may alternatively elect to end the PAGA Pay Period on the day that the total number of PAGA Pay Periods would otherwise exceed 1,784.

9. CONTINUING JURISDICTION OF THE COURT.

- 9.1. The Parties agree that, after entry of the Judgment, the Contra Costa County Superior Court shall retain jurisdiction over the Parties, the Action, and the Settlement, solely for purposes of: (i) enforcing the Agreement and/or the Judgment; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as are permitted by law.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes: The Agreement represents a compromise and settlement of highly disputed claims. Nothing in the Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint and First Amended Complaint have merit or that Defendant has any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason, the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, the Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and the Agreement).
- 10.2. Separate Release and Individual Settlement by Plaintiff: In addition to this Agreement, Plaintiff has entered into a separate agreement entitled *Confidential Settlement Agreement And General Release Agreement* ("Individual Settlement Agreement") with Defendant for all of her separate individual (non-PAGA) and termination claims arising out of her employment with Defendants, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and released claims contained therein shall not serve to modify or limit Plaintiff's right to continue with this Action and seek the Court's approval of this PAGA Settlement; however, Plaintiff shall have no right to be the representative of a class action lawsuit against Defendants.
- 10.3. Integrated Agreement: Upon execution by the Parties and their counsel, the Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.4. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of the Agreement, including any amendments to the Agreement.
- 10.5. Cooperation: The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things and as may be necessary, modifying the Agreement, submitting supplemental evidence, and/or supplementing points and authorities as may be requested by the Court. Plaintiff further agrees to assist her counsel as necessary to obtain Court approval of this Settlement, including by submitting a supporting declaration and/or any other information requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution.

- 10.6. No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by any of the Parties to the Agreement.
- 10.7. No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended), or otherwise.
- 10.8. Modification of Agreement: The Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties or their representatives, and approved by the Court.
- 10.9. Agreement Binding on Successors: The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.10. Applicable Law: All terms and conditions of the Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.11. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting of the Agreement.
- 10.12. Confidentiality: To the extent permitted by law, all agreements made and orders entered during the Action and in the Agreement relating to the confidentiality of information shall survive the execution of the Agreement.
- 10.13. Use and Return of the Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code Section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 10.14. Headings: The descriptive heading of any section or paragraph of the Agreement is inserted for convenience of reference only and does not constitute a part of the Agreement.
- 10.15. Calendar Days: Unless otherwise noted, all reference to "days" in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16. Notice: All notices, demands or other communications between the Parties in connection with the Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Scott Nakama
snakama@ladvalaw.com
LADVA LAW FIRM, a Professional Corporation
240 Stockton Street, 8th Floor
San Francisco, CA 9410
Telephone: (415) 296-8844

To Defendant:
Aaron Cargain, Esq.
acargain@fisherphillips.com
Anthony Flores, Esq.
jaflores@fisherphillips.com
Fisher & Phillips LLP
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9024

10.17. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

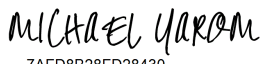
10.18. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process.

Dated: 04/08/26



Plaintiff MIKAELA BURDA

Dated: 4/20/2026

Signed by:

7AED8B28ED28430

Defendant GREEN BAY REMODELING, INC.

APPROVED AS TO FORM

LADVDA LAW FIRM, A PROFESSIONAL CORPORATION

Dated: 4/8/26



Scott Nakama, Esq.
Ashwin Ladva, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

FISHER & PHILLIPS, LLP

Dated: 4/21/26



Aaron Cargain, Esq.
Anthony Flores, Esq.
Attorneys for Defendant

EXHIBIT B

Scott Nakama Time Entries						
Fee Date	Staff	Activity	Subject	Description	Hours	Rate
5/1/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
5/1/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Prepare Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	7.8	450
5/1/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Prepare Notice of Motion for Approval of PAGA Settlement	0.2	450
5/1/2026	Scott Nakama	ATTCMC	Attend Case Management Conference		0.2	450
4/30/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Prepare Judicial Notice in Support of Plaintiff's Motion for Approval of PAGA Settlement	0.7	450
4/30/2026	Scott Nakama	COMM4	Communicate with supervising attorney			
4/30/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Communicate with attorney Ashwin Ladva	0.6	450
4/30/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Prepare Declaration of Ashwin Ladva in Support of Motion for Approval of PAGA Settlement	0.2	450
4/30/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Prepare declaration of Scott Nakama in support of Motion for Approval of PAGA Settlement	5.2	450
4/30/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/30/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
4/30/2026	Scott Nakama	PREPLEAD	Prepare Pleading	Prepare final declaration of Plaintiff in Support of Motion to Approve PAGA Settlement	0.2	450
4/29/2026	Scott Nakama	COMM	Communicate with client			
4/29/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/29/2026	Scott Nakama	DFTPLEAD	Draft Pleading	Draft declaration of Plaintiff in support of Motion to Approve PAGA Settlement	1.7	450
4/28/2026	Scott Nakama	DFTPLEAD	Draft Pleading	Draft Motion for Approval of PAGA Settlement	3.7	450
4/27/2026	Scott Nakama	DFTPLEAD	Draft Pleading	Draft Motion for Approval of PAGA Settlement and Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	3.4	450

4/27/2026	Scott Nakama	DFTPLEAD	Draft Pleading	Draft Declaration of Scott Nakama in Support of Motion to Approve PAGA Settlement	7.4	450
4/24/2026	Scott Nakama	DFTPLEAD	Draft Pleading	Draft declaration of Ashwin Ladva in support of Motion for Approval of PAGA Settlement	2.3	450
4/25/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/25/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
4/21/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
4/17/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
4/16/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email to opposing counsel	0.1	450
4/16/2026	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
4/16/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
4/16/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/8/2026	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
4/8/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
4/8/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/8/2026	Scott Nakama	COMM	Communicate with client	Phone call	0.3	450
4/8/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
4/7/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/7/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
4/7/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
4/1/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Fourth email sent to opposing counsel	0.1	450
4/1/2026	Scott Nakama	REV/ANA	Review/Analyze	Review draft settlement for individual settlement	0.4	450
4/1/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email from opposing counsel	0.1	450
4/1/2026	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
4/1/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Third email sent to opposing counsel	0.1	450

4/1/2026	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
4/1/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.4	450
4/1/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.2	450
4/1/2026	Scott Nakama	REV/ANA	Review/Analyze	Review draft settlement for individual settlement	0.7	450
4/1/2026	Scott Nakama	REV/ANA	Review/Analyze	Review draft PAGA settlement agreement	0.3	450
4/1/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.2	450
4/1/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
4/1/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
3/31/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.2	450
3/31/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.1	450
3/31/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.1	450
3/31/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
3/31/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
3/30/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
3/30/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.2	450
3/30/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.2	450
3/29/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
3/9/2026	Scott Nakama	COMM	Communicate with opposing counsel	First email sent to client	0.1	450
3/9/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.1	450
2/19/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
2/19/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.3	450
2/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.2	450

2/18/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Left voicemail	0.1	450
2/18/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
2/17/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
1/30/2026	Scott Nakama	ATTCMC	Attend Case Management Conference		0.7	450
1/26/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
1/26/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.1	450
1/26/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email from opposing counsel	0.1	450
1/26/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.1	450
1/26/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
1/26/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
1/25/2026	Scott Nakama	COMM	Communicate with opposing counsel	Review first email from client	0.1	450
1/21/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
1/21/2026	Scott Nakama	PREOTHER	Prepare Other	Prepare CMC Statement	0.2	450
1/15/2026	Scott Nakama	COMM8	Communicate with Other	Review first email from efilng service regarding Defendant's filing	0.1	450
1/8/2026	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
1/8/2026	Scott Nakama	COMM	Communicate with client	First email sent to client	0.3	450
1/8/2026	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
1/7/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.1	450
1/7/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email from opposing counsel	0.1	450
1/7/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email from opposing counsel	0.1	450

1/7/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
1/2/2026	Scott Nakama	COMM	Communicate with opposing counsel	Phone call	0.1	450
1/2/2026	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
1/2/2026	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.2	450
12/31/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/30/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/24/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/22/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/18/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.1	450
12/11/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call with opposing counsel	0.1	450
12/11/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/11/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/10/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/10/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/9/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Third email sent to opposing counsel	0.1	450
12/9/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email from opposing counsel	0.1	450
12/9/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call with opposing counsel	0.1	450

12/9/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email to opposing counsel	0.1	450
12/9/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/9/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/9/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/9/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
12/8/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/8/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
12/8/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/8/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/7/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/5/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
12/5/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
12/4/2025	Scott Nakama	COMM	Communicate with client	Phone call	0.4	450
12/4/2025	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
12/4/2025	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.2	450
12/4/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/4/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.2	450
12/4/2025	Scott Nakama	REV/ANA	Review/Analyze	Review draft individual settlement for Nonpaga claims	0.2	450
12/4/2025	Scott Nakama	REV/ANA	Review/Analyze	Review draft PAGA settlement agreement	0.6	450
12/1/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
11/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Third email sent to opposing counsel	0.1	450
11/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review third email from opposing counsel	0.1	450

11/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.5	450
11/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.1	450
11/19/2025	Scott Nakama	COMM2	Communcate with opposing counsel	Review second email from opposing counsel	0.1	450
11/19/2025	Scott Nakama	COMM2	Communcate with opposing counsel	First mail sent to opposing counsel	0.6	450
11/19/2025	Scott Nakama	COMM2	Communcate with opposing counsel	Review first email from opposing counsel	0.1	450
11/17/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Third email sent to opposing counsel	0.2	450
11/17/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
11/17/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.3	450
11/17/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
11/17/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
11/14/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
11/7/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel attaching edits to the PAGA Settlement	0.1	450
11/7/2025	Scott Nakama	DFTOTHER	Draft Other	Draft proposed edits to the PAGA Settlement	1.3	450
11/7/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
11/7/2025	Scott Nakama	DFTOTHER	Draft Other	Draft proposed edits to the individual settlement	1.1	450
11/5/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
10/29/2025	Scott Nakama	REV/ANA	Review/Analyze	Review Settlement Agreement for individual claim	0.7	450
10/28/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450

10/22/2025	Scott Nakama	COMM8	Communicate with other	First email sent to third party administrator ILYM GROUP	0.1	450
10/21/2025	Scott Nakama	ATTCMC	Attend Case Management Conference		0.6	450
10/16/2025	Scott Nakama	COMM4	Communicate with supervising attorney	Communicate with Ashwin Ladva	0.1	450
10/16/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
10/16/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.3	450
10/15/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
10/15/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
10/14/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
10/14/2025	Scott Nakama	COMM5	Communicate with mediator	First email sent to mediator	0.1	450
10/14/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
10/14/2025	Scott Nakama	COMM5	Communicate with mediator	Review first email from mediator	0.1	450
10/12/2025	Scott Nakama	COMM4	Communicate with supervising attorney	Communicate with Ashwin Ladva	0.1	450
10/12/2025	Scott Nakama	COMM	Communicate with client		0.1	450
10/12/2025	Scott Nakama	COMM5	Communicate with mediator	Review first email from mediator	0.1	450
10/9/2025	Scott Nakama	COMM8	Communicate with Other	First email sent to potential third party adminstrator ILYM Group	0.1	450
10/9/2025	Scott Nakama	COMM8	Communicate with Other	Review first email from potential third party administrator ILYM group	0.1	450
10/7/2025	Scott Nakama	COMM8	Communicate with Other	Review second email sent by potential third party adminstrator SIMPLURIS	0.1	450
10/6/2025	Scott Nakama	COMM8	Communicate with Other	Review first email sent by potential third party adminstrator SIMPLURIS	0.1	450
10/6/2025	Scott Nakama	COMM8	Communicate with Other	First email sent to potential third party adminstrator SIMPLURIS	0.1	450

10/6/2025	Scott Nakama	COMM5	Communicate with Mediator	First email sent to mediator	0.2	450
10/6/2025	Scott Nakama	PP	Prepare Pleading	Prepare CMC Statement	0.3	450
10/6/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel's assistant	0.1	450
10/3/2025	Scott Nakama	COMM	Communicate with client	Phone call	0.3	450
10/3/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.2	450
10/3/2025	Scott Nakama	COMM5	Communicate with Mediator	Review email from mediator and mediator's proposal	0.2	450
9/30/2025	Scott Nakama	COMM4	Communicate with supervising attorney	Communicate with Ashwin Ladva	0.1	450
9/30/2025	Scott Nakama	ATTDMED	Attend Mediation		8	450
9/29/2025	Scott Nakama	COMM4	Communicate with supervising attorney		0.1	450
9/29/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/29/2025	Scott Nakama	COMM5	Communicate with mediator	Returned mediator's call	0.1	450
9/29/2025	Scott Nakama	COMM5	Communicate with Mediator	Listen to voicemail	0.1	450
9/28/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
9/28/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/27/2025	Scott Nakama	COMM5	Communicate with Mediator	2nd Email sent to Mediator	0.1	450
9/27/2025	Scott Nakama	COMM5	Communicate with Mediator	Review first email from Mediator	0.1	450
9/27/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
9/27/2025	Scott Nakama	COMM5	Communicate with Mediator	First email to mediator	0.1	450
9/27/2025	Scott Nakama	PREMEDI	Prepare Mediation Brief		1.4	450
9/27/2025	Scott Nakama	COMM4	Communicate with supervising attorney	Communicate with Ashwin Ladva	0.3	450
9/26/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email to opposing counsel	0.1	450

9/26/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
9/26/2024	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
9/26/2025	Scott Nakama	REV/ANA	Review/Analyze	Review Defendant's time records of sample of aggrieved employees	10.4	450
9/25/2025	Scott Nakama	DRTSETTMED	Draft Mediation Brief		3.2	
9/25/2025	Scott Nakama	REV/ANA	Review/Analyze	Review Defendant's time records of sample of aggrieved employees	9.4	450
9/24/2025	Scott Nakama	REV/ANA	REview/Analyze	Review Defendant's time records of sample of aggrieved employees	8.5	450
9/23/2025	Scott Nakama	DRTSETTMED	Draft Mediation Brief		7.7	450
9/23/2025	Scott Nakama	COMM5	Communicate with mediator	Review second email from Mediator's Case Manager	0.1	450
9/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel's assistant to mediator's assistant	0.1	450
9/23/2025	Scott Nakama	COMM5	Communicate with mediator	Review first email from mediator's assistant	0.1	450
9/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Third email sent to opposing counsel	0.1	450
9/23/2025	Scott Nakama	PREDOCPROC	Prepare Document			
9/23/2025	Scott Nakama	PREDOCPROC	Production	Prepare Burda 1443-1472	0.3	450
9/23/2025	Scott Nakama	COMM	Communciate with client	Review third email from client	0.1	450
9/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.1	450
9/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
9/23/2025	Scott Nakama	COMM2	Prepare Document			
9/23/2025	Scott Nakama	PREDOCPROC	Production	Prepare BURDA 1438-2442	0.2	450
9/23/2025	Scott Nakama	COMM	Communicate with client	Review second email from client	0.2	450
9/23/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/23/2025	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
9/23/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450

9/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.3	450
9/22/2025	Scott Nakama	REV/ANA	Review/Analyze	Review Defendant's premediation disclosures excluding time records	2.4	450
9/22/2025	Scott Nakama	DRTSETTMED	Draft Mediation Brief		0.4	450
9/22/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Third email sent to opposing counsel	0.1	450
9/22/2025	Scott Nakama	PREDOCPROC	Prepare document production	Prepare Burda 1436-1437	0.2	450
9/22/2025	Scott Nakama	COMM	Communicate with client	Review third email from client	0.1	450
9/22/2025	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
9/22/2025	Scott Nakama	COMM	Communciate with client	Zoom call to prepare for mediation	1.6	450
9/22/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.1	450
9/22/2025	Scott Nakama	PREDOCPROC	Prepare Document Production	Prepare Burda 607-1435	5.8	450
9/22/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
9/22/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/22/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
9/21/2025	Scott Nakama	PREDOCPROC	Prepare Document Production		1.2	450
9/21/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
9/21/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/20/2025	Scott Nakama	COMM	Communciate with client	First email sent to client	0.2	450
9/18/2025	Scott Nakama	REV/ANA	Review/Analyze	Review information and documents produced by opposing counsel	0.3	450
9/18/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
9/15/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/15/2025	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
9/15/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel to Mediator's Case Manager	0.1	450

9/12/2025	Scott Nakama	PREOTHER	Prepare Other	Prepare letter with authorization for phone records	1.1	450
9/12/2025	Scott Nakama	COMM	Communcate with client	Review first email from client	0.1	450
9/11/2025	Scott Nakama	COMM2	Communicate with opposing counsel	2nd Phone call	0.1	450
9/11/2025	Scott Nakama	COMM2	Communicate with opposingn counsel	First email sent to opposing counsel	0.1	450
9/11/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
9/11/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
9/11/2025	Scott Nakama	COMM	Communicate with client	Phone call	0.3	450
9/8/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
9/8/2025	Scott Nakama	PREMEET	Prepare Meet and Confer Letter		2.2	450
9/3/2025	Scott Nakama	REV/ANA	Review/Analyze	Review Defendant's meet and confer letter	0.3	450
9/3/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel's assistant	0.1	450
8/30/2025	Scott Nakama	COMM2	PREMEET	Prepare Meet and Confer Letter	1.1	450
8/28/2025	Scott Nakama	REV/ANA	Review/Analyze	Review Defendant's meet and confer letter	0.2	450
8/28/2025	Scott Nakama	COMM2	Communciate with opposing counsel	Review first email from opposing counsel's assisant	0.1	450
8/19/2025	Scott Nakama	COMM5	Communicate with Mediator	Review first email from mediator's assistant	0.1	450
8/19/2025	Scott Nakama	ATTCMC	Attend Case Management Conference		1.2	450
8/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call with opposing counsel	0.1	450
8/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing cousnel	0.1	450
8/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from oppsoing counsel	0.1	450
8/15/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450

8/15/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.2	450
				Review second email from Mediator's Case		
8/5/2025	Scott Nakama	COMM5	Communicate with Mediator	Manager	0.1	450
8/5/2025	Scott Nakama	COMM5	Communicate with Mediator	Review first email from mediator's case manager	0.1	450
			Communicate with opposing			
8/5/2025	Scott Nakama	COMM2	counsel	First email sent to opposing counsel	0.1	450
8/5/2025	Scott Nakama	PREOTHER	Prepare Other	Prepare CMC Statement	0.2	450
			Communicate with opposing			
8/1/2025	Scott Nakama	COMM2	counsel	First email sent to opposing counsel	0.1	450
8/1/2025	Scott Nakama	PREOTHER	Prepare Other	Prepare Notice of Address	0.1	450
7/28/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
7/28/2025	Scott Nakama	COMM5	Communicate with Mediator	First email sent to mediator's case manager	0.1	450
				Review First email sent to mediator's case		
7/27/2025	Scott Nakama	COMM5	Communicate with mediator	manager from opposing counsel's assisant	0.1	450
			Communicate with opposing			
7/25/2025	Scott Nakama	COMM2	counsel	First email sent to opposing counsel	0.1	450
7/25/2025	Scott Nakama	COMM	Communciate with client	Second email sent to client	0.2	450
7/25/2025	Scott Nakama	COMM	Communciate with client	Review first email from client	0.1	450
7/25/2025	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
			Communicate with opposing			
7/25/2025	Scott Nakama	COMM2	counsel	Review first email sent to opposing counsel	0.1	450
				Review first email sent by mediator's case		
7/22/2025	Scott Nakama	COMM5	Communicate with Mediator	manager to me and oppossing counse	0.1	450
7/22/2025	Scott Nakama	COMM5	Communicate with mediator	First email sent to mediator's case manager	0.1	450
			Communicate with opposing			
7/22/2025	Scott Nakama	COMM2	counsel	First email sent to opposing counsel	0.1	450
			Communicate with opposing			
7/22/2025	Scott Nakama	COMM2	counsel	Review first email from opposing counsel	0.1	450
			Communicate with opposing			
7/21/2025	Scott Nakama	COMM2	counsel	First email sent to opposing counsel	0.1	450

7/18/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
7/8/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
7/8/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
7/1/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
6/30/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First mail sent to opposing counsel	0.1	450
6/30/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
6/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
6/12/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
6/12/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
6/11/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
6/10/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review third email sent by opposing counsel	0.1	450
6/10/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.1	450
6/10/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email from opposing counsel	0.1	450
6/10/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
6/10/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
6/10/2025	Scott Nakama	DFTDOCPROC	Draft Document Production		0.6	450
6/9/2025	Scott Nakama	DFTDOCPROC	Draft Document Production		2.7	450
5/30/2025	Scott Nakama	COMM	Communicate with client	Phone call	0.1	450

5/29/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Prepare second email to opposing counsel also including specific requests for documents as part of informal discovery	0.8	450
5/29/2025	Scott Nakama	PREDOCPROD	Prepare Document			
5/29/2025	Scott Nakama	PREDOCPROD	Production	Prepare Documents Burda 250-351	1.7	450
5/29/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
5/29/2025	Scott Nakama	PREDOCPROD	Prepare Document			
5/29/2025	Scott Nakama	PREDOCPROD	Production	Prepare Documents BURDA 1-249	1.2	450
5/23/2025	Scott Nakama	ATTCMC	Attend Case Management Conference		0.5	450
5/21/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
5/21/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
5/21/2025	Scott Nakama	COMM	Communicate with client	Review first mail from client	0.1	450
5/21/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.3	450
5/20/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
5/20/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
5/20/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel's legal secretary	0.1	450
5/20/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.3	450
5/20/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
5/20/2025	Scott Nakama	DRFOTHER	Draft Other	Draft protective order	0.3	450
5/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
5/19/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
5/7/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450

5/7/2025	Scott Nakama	PP	Prepare Pleading	Prepare CMC Statement	0.3	450
5/2/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
5/2/2025	Scott Nakama	PREDISC	Prepare discovery requests	Prepare first set of employment form interrogatories, set one	0.2	450
5/2/2025	Scott Nakama	PREDISC	Prepare discovery requests	Prepare first set of special interrogatories	1.4	450
5/2/2025	Scott Nakama	PREDISC	Prepare discovery requests	Prepre First set of request for production of docuemnts	1.7	450
5/1/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel's assistant	0.1	450
4/30/2025	Scott Nakama	REV/ANA	Review/Analyze	Review documents from client	1.8	450
4/24/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review second email from opposing counsel	0.1	450
4/24/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
4/24/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
4/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Second email sent to opposing counsel	0.2	450
4/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
4/23/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
4/22/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/21/2025	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.2	450
4/21/2025	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
4/21/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.3	450
4/21/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
4/21/2025	Scott Nakama	COMM2	Communicate with opposing counsel	First email sent to opposing counsel	0.1	450
4/18/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
4/8/2025	Scott Nakama	COMM	Communicate with client	Review first email from clienit	0.1	450

4/8/2025	Scott Nakama	COMM	Communicate with clients	First email sent to client	0.1	450
4/4/2025	Scott Nakama	COMM	Communicate with clients	Review first email from client	0.1	450
4/4/2025	Scott Nakama	COMM	Communicate with clients	First email sent to client	0.1	450
4/3/2025	Scott Nakama	COMM	Communicate with clients	Review first email from client	0.1	450
4/1/2025	Scott Nakama	DRTDISC	Draft Discovery Requests	Draft First set of Request for Production	1.8	450
4/1/2025	Scott Nakama	COMM8	Communicate with Other	Review first email from process server	0.1	450
4/1/2025	Scott Nakama	COMM8	Communicate with Other	1st email sent to process server	0.1	450
3/19/2025	Scott Nakama	ATTCMC	Attend Case Management Conference		0.7	450
3/14/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Review first email from opposing counsel	0.1	450
3/14/2025	Scott Nakama	COMM2	Communicate with opposing counsel	Phone call	0.2	450
3/11/2025	Scott Nakama	PP	Prepare Pledings	Prepare CMC Statement	0.5	450
3/5/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
3/5/2025	Scott Nakama	COMM8	Communicate with Other	First email sent to process server	0.2	450
3/5/2025	Scott Nakama	REVAN	Review/Analyze	Review Endorsed First Amended Complaint	0.1	450
2/25/2025	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
2/25/2025	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
2/25/2025	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
2/25/2025	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/27/2024	Scott Nakama	COMM	Communicate with client	First email sent to client enclosing endorsed Complaint	0.1	450
12/24/2024	Scott Nakama	COMM	Communicate with Client	Review first email from client	0.1	450
12/23/2024	Scott Nakama	COMM	Communicate with client	First email to client	0.2	450
12/23/2024	Scott Nakama	COMM2	Communicate with employer	First email sent to employer	0.1	450
12/23/2024	Scott Nakama	PREOTHER	Prepare Other	Prepare letter to employer	0.1	450
12/23/2024	Scott Nakama	PREOTHER	Prepare Other	Prepare Amended PAGA Claim	1.3	450
12/21/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450

12/20/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.4	450
12/20/2024	Scott Nakama	PP	Prepare Pleading	Prepare Civil Case Cover Sheet	0.2	450
12/20/2024	Scott Nakama	PP	Prepare Pleading	Prepare Summons	0.2	450
12/20/2024	Scott Nakama	PP	Prepare Pleading	Prepare Complaint	3.2	450
12/20/2024	Scott Nakama	COMM4	Communicate with	Communicate with Ashwin Ladva	0.2	450
12/19/2024	Scott Nakama	DRTPLD	Draft Pleading	Draft Complaint	1.2	450
12/18/2024	Scott Nakama	DRTPLD	Draft Pleading	Draft Complaint	1.3	450
12/17/2024	Scott Nakama	DRTPLD	Draft Pleading	Draft Complaint	1.6	450
12/17/2024	Scott Nakama	COMM	Supervising Attorney	Communicate with Ashwin Ladva	0.1	450
12/17/2024	Scott Nakama	COMM8	Communicate with Other	2nd email to employer enclosing PAGA Letter	0.1	450
12/17/2024	Scott Nakama	PREOTHER	Prepare Other	Prepare Letter to employer enclosing PAGA Letter to LWDA	0.2	450
12/17/2024	Scott Nakama	PREOTHER	Prepare Other	Prepare PAGA Complaint to the LWDA	1.2	450
12/17/2024	Scott Nakama	COMM8	Communicate with Other	First email to employer enclosing right to sue letter	0.1	450
12/17/2024	Scott Nakama	PREOTHER	Prepare Other	Prepare Letter to employer enclosing Right to Sue Letter	0.2	450
12/17/2024	Scott Nakama	RA	Review/Analyze	Review Right to Sue Letter	0.1	450
12/17/2024	Scott Nakama	PREOTHER	Prepare Other	Prepare final facts and file complaint with California Civil Rights Act	1.3	450
12/16/2024	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
12/16/2024	Scott Nakama	LR	Legal Research	Re FMLA and CFRA	1.4	450
12/16/2024	Scott Nakama	COMM	Communicate with client	Phone call with client	0.3	450
12/16/2024	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
12/16/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/16/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
12/13/2024	Scott Nakama	DFTOTHER	Draft Other	Draft Facts	1.1	450
12/13/2024	Scott Nakama	COMM	Communicate with client	4th email sent to client	0.1	450
12/13/2024	Scott Nakama	COMM	Communicate with client	Review third email sent by client	0.1	450
12/13/2024	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
12/13/2024	Scott Nakama	COMM	Communicate with client	Review second email sent to client	0.1	450
12/13/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450

12/13/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
12/10/2024	Scott Nakama	REVAN	Review/Analyze	Review Wage Statements	0.3	450
12/10/2024	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
12/10/2024	Scott Nakama	COMM	Communciate with client	Second phone call with client	1.5	450
12/10/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
12/10/2024	Scott Nakama	DFTOTHER	Draft Other	Draft facts	0.9	450
12/10/2024	Scott Nakama	COMM	Communcate with client	First phone call with client	0.5	450
12/10/2024	Scott Nakama	COMM	Communcate with client	Review first email from client	0.1	450
12/9/2024	Scott Nakama	COMM	Communcate with client	First email sent to client	0.1	450
12/9/2024	Scott Nakama	DFTOTH	Draft Other	Draft facts	2.7	450
11/26/2024	Scott Nakama	COMM	Communcate with client	Review first email from client	0.1	450
11/26/2024	Scott Nakama	COMM	Communcate with client	First email sent to client	0.1	450
11/25/2024	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
11/25/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
11/25/2024	Scott Nakama	COMM	Communicate with Client	Review first email from client	0.1	450
9/26/2024	Scott Nakama	COMM	Communciate with client	Review second email from client	0.1	450
9/26/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.3	450
9/26/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
9/5/2024	Scott Nakama	COMM	Communciate with client	Review second email from client	0.1	450
9/5/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
9/5/2024	Scott Nakama	COMM	Communciate with client	Review first email from client	0.1	450
8/21/2024	Scott Nakama	COMM	Communciate with client	Review first email from client	0.3	450
7/29/2024	Scott Nakama	COMM	Communicate with client	Review first email from clients	0.1	450
7/28/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
7/24/2024	Scott Nakama	COMM	Communciate with client	Review first email from client	0.1	450
7/17/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.2	450
7/17/2024	Scott Nakama	REVAN	Review/Analyze	Review personnel file	0.3	450
7/17/2024	Scott Nakama	COMM4	Communicate with supervising attorney	Communicate with Ashwin Ladva	0.2	450
7/17/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
7/16/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
7/2/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
7/2/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
7/2/2024	Scott Nakama	PREOTH	Prepare Other	Prepare litigation hold letter	0.2	450

7/1/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
7/1/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
7/1/2024	Scott Nakama	PREOTH	Prepare Other	Prepare onboarding letter to Plaitniff	0.3	450
7/1/2024	Scott Nakama	PREOTH	Prepare Other	Prepare employee records request to Defendant	0.2	450
6/28/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.2	450
6/27/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
6/27/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
6/25/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
6/11/2024	Scott Nakama	COMM	Communciate with client	Review first email from client	0.1	450
5/31/2024	Scott Nakama	COMM	Communciate with client	Review second email from client	0.1	450
5/31/2024	Scott Nakama	COMM	Communciate with client	Phone call with client	0.2	450
5/31/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
5/31/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
5/30/2024	Scott Nakama	COMM	Communicate with client	Second email sent to client	0.1	450
5/30/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
5/30/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
5/29/2024	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
5/29/2024	Scott Nakama	COMM	Communicate with client	First email sent o client	0.6	450
5/29/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.2	450
5/28/2024	Scott Nakama	COMM	Communicate with client	Phone call with client	0.3	450
5/28/2024	Scott Nakama	COMM	Communicate with client	Review second email from client	0.1	450
5/28/2024	Scott Nakama	COMM	Communicate with client	First email sent to client	0.1	450
5/28/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
5/24/2024	Scott Nakama	COMM4	Communicate with supervising attorney	Communicate with Ashwin Ladva	0.1	450
5/24/2024	Scott Nakama	COMM	Communicate with client	Review first email from client	0.1	450
5/24/2024	Scott Nakama	COMM	Communciate with client	First email sent to client	0.1	450
5/23/2024	Scott Nakama	COMM	Communciate with client	Review first email from client	0.1	450
5/7/2024	Scott Nakama	COMM	Communciate with client	First mail sent to client	0.1	450
5/7/2024	Scott Nakama	COMM	Communicate with client	Review first mail from client	0.1	450
5/2/2024	Scott Nakama	COMM	Communicate with client		0.4	450
5/1/2024	Scott Nakama	CONS	Consultation		1	450

Total

189.9 **\$85,455.00**
Hours **Fees**

EXHIBIT C

CLIENT: Burda

DATE	DESCRIPTION	QUANTITY
7/2/2023	Certified Mail Re: Request for Employment Records	1
12/17/2024	Filing PAGA Complaint with LWDA	1
12/17/2024	Certified Mail to the Employer Re: FEHA Right to Sue Letter and initial PAGA Notice	1
12/23/2024	Certified Mail to the Employer Re First Amended PAGA Notice	1
12/29/2024	Certified Mail	1
12/27/2024	One Legal efileing	1
	complaint,Summons CCS	inv.09997807
3/5/2025	First Amended Comp	1
3/12/2025	One Legal Case Management Statement filing	1
4/8/2025	ASSF: Process Service Service to Green Bay	1
4/8/2025	MM POS of Summons filed	
4/21/2025	One Legal efileing POS-Summons	1
5/8/2025	One Legal efileing CMC Statement	1
8/6/2025	One Legal: CMS	1
8/6/2025	One Legal: Notice of Change Address	1
8/12/2025	Judicate West: Mediation Fee	1
9/12/2025	Certified Mail	2
10/7/2025	One Legal: Case Management Statement	1
1/27/2026	One Legal: Case Management Statement	1
4/29/2026	One Legal: Case Management Statement	1

Total

PRICE	TOTAL AMOUNT	STAFF
\$6.03	\$6.03	
75	75	
6.38	6.38	
6.89	6.89	
7.16	7.16	MM
471.54	471.54	MM
22.87	22.87	SN
22.87	22.87	MM
100	100	JR
17.5	17.5	
24.82	24.82	MM
23.63	23.63	SN
23.63	23.63	J.R.
23.63	23.63	J.R.
3900	3900	J.R.
\$6.93	13.86	EA
23.63	23.63	J.R.
24.73	24.73	J.R.
24.73	24.73	SN

\$4,811.97



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	12/27/2024
Customer	0063457
Credit Sale	06667807
Amount Due	\$0
Tax Total	\$0.00

Bill To
The Law Offices of Ladva Law Firm 530 JACKSON STREET, 2ND FLOOR San Francisco CA 94133

Order Number	24377076
Contact	Ashwin Ladva
Attorney	Scott Nakama
Billing Code	000
Case Title	Mikaela Burda vs. GREEN BAY REMODELING INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	17700276
Case Number	C24-03484
Documents	Civil Case Cover Sheet,Original Summons Issued/Filed,Initial Complaint Filed

ONE LEGAL FEES	AMOUNT
Court Filing Fee	\$435.00
Court Technology Access Fee	\$3.50
eCheck Fee++	\$0.25
eFiling Charge	\$16.95
Disbursement Administration Charge	\$1.00
Convenience Fee‡	\$14.84
SUBTOTAL	\$471.54

FEES SUMMARY	AMOUNT
One Legal Fees	\$471.54
Sales Tax	\$0.00
TOTAL CHARGED	\$471.54

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

++ When it is most cost effective, One Legal disburses fees on your behalf via eCheck. We pass these savings directly on to you.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	3/12/2025
Customer	0063457
Credit Sale	06894427
Amount Due	\$0
Tax Total	\$0.00

Bill To

The Law Offices of Ladva Law Firm
530 JACKSON STREET, 2ND FLOOR
San Francisco CA 94133

Order Number	24899823
Contact	Ashwin Ladva
Attorney	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	18561484
Case Number	C24-03484
Documents	Case Management Conference Statement Filed

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$4.95
eCheck Fee++	\$0.25
eFiling Charge	\$16.95
Convenience Fee‡	\$0.72
SUBTOTAL	\$22.87

FEES SUMMARY	AMOUNT
One Legal Fees	\$22.87
Sales Tax	\$0.00
TOTAL CHARGED	\$22.87

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	3/5/2025
Customer	0063457
Credit Sale	06868775
Amount Due	\$0
Tax Total	\$0.00

Bill To

The Law Offices of Ladva Law Firm
530 JACKSON STREET, 2ND FLOOR
San Francisco CA 94133

Order Number	24817368
Contact	Ashwin Ladva
Attorney	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	18426940
Case Number	C24-03484
Documents	Amended Complaint Filed

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$4.95
eCheck Fee++	\$0.25
eFiling Charge	\$16.95
Convenience Fee‡	\$0.72
SUBTOTAL	\$22.87

FEES SUMMARY	AMOUNT
One Legal Fees	\$22.87
Sales Tax	\$0.00
TOTAL CHARGED	\$22.87

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1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/9/2025
Customer	0063457
Credit Sale	06991071
Amount Due	\$0
Tax Total	\$0.00

Bill To

The Law Offices of Ladva Law Firm
530 JACKSON STREET, 2ND FLOOR
San Francisco CA 94133

Order Number	25050058
Contact	Ashwin Ladva
Attorney	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	18808209
Case Number	C24-03484
Documents	Proof of Service of Summons

ONE LEGAL FEES

AMOUNT

eFiling Charge	\$16.95
Convenience Fee‡	\$0.55
SUBTOTAL	\$17.50

FEES SUMMARY

AMOUNT

One Legal Fees	\$17.50
Sales Tax	\$0.00
TOTAL CHARGED	\$17.50

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/21/2025
Customer	0063457
Credit Sale	07028211
Amount Due	\$0
Tax Total	\$0.00

Bill To
The Law Offices of Ladva Law Firm 530 JACKSON STREET, 2ND FLOOR San Francisco CA 94133

Order Number	25117260
Contact	Ashwin Ladva
Attorney	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	18917834
Case Number	C24-03484
Documents	Proof of Service of Summons

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$4.95
eCheck Fee++	\$0.14
eFiling Charge	\$16.95
eServe Charge	\$2.00
Convenience Fee‡	\$0.78
SUBTOTAL	\$24.82

FEES SUMMARY	AMOUNT
One Legal Fees	\$24.82
Sales Tax	\$0.00
TOTAL CHARGED	\$24.82

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

++ When it is most cost effective, One Legal disburses fees on your behalf via eCheck. We pass these savings directly on to you.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



5341 Old Redwood Highway Suite 310
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Bill To
The Law Offices of Ladva Law Firm 530 JACKSON STREET, 2ND FLOOR San Francisco CA 94133

Credit Card Sale

Date	5/8/2025
Customer	0063457
Credit Sale	07090086
Amount Due	\$0.00

One Legal Order Number	25325969
Contact	Ashwin Ladva
Attorney Name	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Case Number	C24-03484
Court	Superior Court of California, Contra Costa County
Court Transaction Number	19261205
Documents	Case Management Conference Statement Filed

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.95
eCheck Fee++	\$0.99
SUBTOTAL	\$5.94

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$16.95
Convenience Fee‡	\$0.74
SUBTOTAL	\$17.69

FEES SUMMARY	AMOUNT
Disbursements	\$5.94
One Legal Fees	\$17.69
Sales Tax	\$0.00
TOTAL CHARGED	\$23.63

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

++ When it is most cost effective, One Legal disburses fees on your behalf via eCheck. We pass these savings directly on to you. Learn more at

www.onelegal.com/echeck.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To

avoid these fees, you can choose to pay via ACH.



5341 Old Redwood Highway Suite 310
Petaluma, CA 94954
1-800-938-8815 ext. 1
TIN: 85-4343705

Bill To
The Ladva Law Firm 240 Stockton Street Floor 8 San Francisco CA 94108

Credit Card Sale

Date	1/22/2026
Customer	0063457
Credit Sale	07957408
Amount Due	\$0.00

One Legal Order Number	27264666
Contact	Ashwin Ladva
Attorney Name	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Case Number	C24-03484
Court	Superior Court of California, Contra Costa County
Court Transaction Number	22348640
Documents	Case Management Conference Statement Filed

STATUTORY DISBURSEMENTS*	AMOUNT
Court Technology Access Fee	\$4.95
eCheck Fee++	\$0.99
SUBTOTAL	\$5.94

ONE LEGAL FEES	AMOUNT
eFiling Charge	\$17.95
Convenience Fee‡	\$0.84
SUBTOTAL	\$18.79

FEES SUMMARY	AMOUNT
Disbursements	\$5.94
One Legal Fees	\$18.79
Sales Tax	\$0.00
TOTAL CHARGED	\$24.73

Past due balance may be charged a late payment fee and/or a late charge of up to 1.5% per month (18% per annum).

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To



5341 Old Redwood Highway
Suite 310
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	4/29/2026
Customer	0063457
Credit Sale	08322880
Amount Due	\$0
Tax Total	\$0.00

Bill To

The Ladva Law Firm
240 Stockton Street
Floor 8
San Francisco CA 94108

Order Number	28088108
Contact	Ashwin Ladva
Attorney	Scott Nakama
Billing Code	000
Case Title	Mikaela Burdavs.GREEN BAY REMODELING INC.
Court	Superior Court of California, Contra Costa County
Court Transaction Number	23520935
Case Number	C24-03484
Documents	Case Management Conference Statement Filed

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$4.95
eCheck Fee++	\$0.99
eFiling Charge	\$17.95
Convenience Fee‡	\$0.84
SUBTOTAL	\$24.73

FEES SUMMARY	AMOUNT
One Legal Fees	\$24.73
Sales Tax	\$0.00
TOTAL CHARGED	\$24.73

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++ When it is most cost effective, One Legal disburses fees on your behalf via eCheck. We pass these savings directly on to you.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

avoid these fees, you can choose to pay via ACH.



Scott Nakama <snakama@ladvalaw.com>

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

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "snakama@ladvalaw.com" <snakama@ladvalaw.com>

Tue, Dec 17, 2024 at 4:19 PM

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1067953-24
Order Number: ORD-000312464
Total: \$75.00
Card Type: Visa
Date: 12/17/2024

Billing Information
Name: Scott Nakama
Email: snakama@ladvalaw.com
Billing Address:
530 Jackson Street, 2nd Floor
San Francisco, California
94133

Attorney Service of San Francisco

M: PO Box 460038, San Francisco, CA 94146
Ship: 4083 - 24th St., #460038, SF 94114
415/495-4221 F: 415/495-8730
NOTE NEW ADDRESSES

Invoice

Date	Invoice No.
3/8/2025	76154

Bill to
Ladva Law Firm 530 Jackson St., 2d Fl. San Francisco, CA 94133

Terms	Due Date	Reference	Your File No.
	3/8/2025		

Date of Service	Item	Description/Report	Charges
3/6/2025	CCSC Process EB	MIKAELA BURDA v. GREEN BAY REMODELING INC., et al. Contra Costa County Superior Court #C24-03484 Summons, First Amended Complaint, Notice of Case Mgmt Conference GREEN BAY REMODELING INC. - Service was effected by substituted service by serving Michael Perry Yarom, AFS by delivery to Christian Cabrera, employee at 1415 Oakland Blvd, Suite 102, Walnut Creek, CA 94596 on 3/6/2025 @ 1:58 PM. Copy mailed on 3/6/25 from San Francisco, CA. Server: Edwin M. Blama, RPS: Contra Costa #901	100.00
Total			\$100.00

Attorney Service of San Francisco

M: PO Box 460038, San Francisco, CA 94146
Ship: 4083 - 24th St., #460038, SF 94114
415/495-4221 F: 415/495-8730
NOTE NEW ADDRESSES

Invoice

Date	Invoice No.
3/8/2025	76154

Bill to
Ladva Law Firm 530 Jackson St., 2d Fl. San Francisco, CA 94133

Terms	Due Date	Reference	Your File No.
	3/8/2025		

Date of Service	Item	Description/Report	Charges
3/6/2025	CCSC Process EB	MIKAELA BURDA v. GREEN BAY REMODELING INC., et al. Contra Costa County Superior Court #C24-03484 Summons, First Amended Complaint, Notice of Case Mgmt Conference GREEN BAY REMODELING INC. - Service was effected by substituted service by serving Michael Perry Yarom, AFS by delivery to Christian Cabrera, employee at 1415 Oakland Blvd, Suite 102, Walnut Creek, CA 94596 on 3/6/2025 @ 1:58 PM. Copy mailed on 3/6/25 from San Francisco, CA. Server: Edwin M. Blama, RPS: Contra Costa #901	100.00
Total			\$100.00

INVOICE
Due Upon Receipt

Scott S. Nakama, Esq.
Ladva Law Firm

Invoice Number: 670891
Invoice Date: 8/5/2025
JW Case: A332470
Case Manager: Rebecca Hoefer

Mikaela Burda vs. Green Bay Remodeling, Inc.
Neutral: Hon. Russell L. Hom, Ret.

Description	Hours	Rate	Fee	Share	Total
Case Management Fee	-	\$450.00	\$450.00	-	\$450.00
Full Day Rate - 9/24/2025	-	\$690.00	\$6,900.00	1/2	\$3,450.00
Please Note:			Total Due Now:		\$3,900.00
FULL DAY RATE: Covers a maximum 10 hours of time inclusive of review/preparation. Any additional time will be billed at the mediator's hourly rate of \$690.					

Remittance Instructions:

Please reference invoice 670891 on your check made payable to Judicate West and mail to
1851 East First Street, Suite 1600, Santa Ana, CA 92705.

To pay online via ACH or credit card please visit: www.judicateguest.com/Resource/Payment

JW's Tax ID: 33-0626684. JW's W-9 is available online under "Resources" at www.JudicateWest.com

Invoices are due upon receipt to secure your reserved date(s).

Any retainers billed are for additional time required including, but not limited to, review, preparation, and/or post session neutral services. Any unused retainer will be refunded. Please refer to your Services Agreement or Neutral Fee Schedule for information regarding cancelation/continuance deadlines.

All filing fees and the initial case management fee are non-refundable.

For arbitration matters, indigent consumers as defined by Cal. Code Civ. Proc. § 1284.3(b)(1) may obtain a waiver of JW's filing fees and case management fees.

Please contact a JW Case Manager for more information.

Thank you for choosing Judicate West

CENTURY CITY | DOWNTOWN LOS ANGELES | OAKLAND | SACRAMENTO | SAN DIEGO | SANTA ANA

EXHIBIT D

Case Name: Burda v. Green Bay Remodeling
Thursday, October 9, 2025

Requesting Attorney:

Scott Nakama
Ladva Law Firm
SNakama@LadvaLaw.com
415.296.8844

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	85
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$444.20
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,285.80
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$2,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Burda v. Green Bay Remodeling

Thursday, October 9, 2025

Requesting Attorney's Name: Scott Nakama

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Toll-Free Customer Service Representative	Flat Rate	\$29.20	1	\$29.20

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$444.20

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	85	\$127.50
USPS First Class 1oz Postage	Per Piece	\$0.74	85	\$62.90
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	10	\$20.40
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,285.80

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$2,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.