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Attorneys for Plaintiff Paola Olivo

[Counsel for Plaintiff Roya Noori on the following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ROYA NOORI and PAOLA OLIVO on behalf
of themselves, all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

VISTA COMMUNITY CLINIC; and DOES 1-
100,

Defendants.

Case No.: Case No. 37-2023-00000144-CU-
OE-CTL
(Consolidated with Case No.37-2023-
00005665-CU-OE-CTL)

Assigned for All Purposes to:
Honorable James A. Mangione
Department C-75

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS COUNSEL
FEES PAYMENT, CLASS COUNSEL
LITIGATION EXPENSES PAYMENT,
AND CLASS REPRESENTATIVE
SERVICE PAYMENTS**

Hearing Date: January 24, 2025
Hearing Time: 9:00 a.m.
Hearing Place: Department C-75

Complaint Filed: January 3, 2023
FAC Filed: August 16, 2023
Trial Date: None Set

1 DAVID MARA (SBN 230498)
2 JILL VECCHI (299333)
3 **MARA LAW FIRM, PC**
4 2650 Camino Del Rio North, Suite 302
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8 *Attorneys for Plaintiff Roya Noori*
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I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am the founding member of Justice Law Corporation. I am the attorney of record for Plaintiff Paola Olivo (“Plaintiff Olivo”) and the Class in the instant action. Mara Law Firm, PC is the attorney of record for Plaintiff Roya Noori (“Plaintiff Noori”). Plaintiff Olivo and Plaintiff Noori are known as “Plaintiffs”. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On September 13, 2024, in Department C-75 of the above-entitled court, Honorable James A. Mangione preliminarily approved the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), provisionally certified the Justice Law Corporation and Mara Law Firm, PC as Class Counsel, conditionally certified the Class, and appointed Plaintiffs as the class representatives for settlement purposes. The Court ordered the mailing of the Class Notice. The Court adopted the notice procedures specified in the Settlement Agreement, which were outlined in the motion for preliminary approval, and ordered they be implemented. ILYM Group, Inc. was appointed by the Court to serve as the Administrator to administer the terms of the Settlement Agreement. The Court scheduled the Final Approval Hearing for January 24, 2025.

WORK PERFORMED BY JUSTICE LAW CORPORATION

3. Justice Law Corporation actively engaged in this litigation since it was initially filed. Prior to the filing and continuing over the duration of this case, Justice Law Corporation conducted a thorough investigation of the factual and legal issues. This included Justice Law Corporation drafting and propounding form interrogatories, special interrogatories, requests for admission, and requests for production of documents. Pursuant to discovery, exchange of information, and in preparation for early mediation, Justice Law Corporation received, among other things, the following information and evidence with which to properly evaluate the claims: (a) personnel records; (b) Class Members' demographic information (*e.g.*, information

bearing on the Class size); (c) documents pertaining to Defendant Vista Community Clinic's ("Defendant") relevant policies, practices, and procedures (*e.g.*, meal and rest breaks, timekeeping and payroll, reimbursement, etc.); and (d) sampling of time and payroll records. Using the information obtained, Justice Law Corporation determined: (i) Class Members' average hourly rates of pay; (ii) number of current and former Class Members employed during the Class Period; (iii) number of Class Members employed during the Private Attorney General Act of 2004 ("PAGA") Period; (iv) number of shifts worked by the Class Members during the Class Period; (v) number of hours generally worked during most shifts; (vi) number, length, and timing of meal and rest breaks taken; and (vii) number of workweeks and pay periods within the Class Period and PAGA Period.

4. Justice Law Corporation analyzed numerous documents produced from Defendant and other sources. Justice Law Corporation also located, interviewed, and obtained statements from putative class members. These interviews enabled Justice Law Corporation to determine the extent and frequency of the alleged violations, as well as learn more about the day-to-day circumstances giving rise to the violations. This information better prepared Justice Law Corporation for mediation, thereby increasing the likelihood of negotiating a settlement.

5. The documents analyzed provided a critical understanding of the nature of the work performed by the Class Members and the policies, practices, and procedures in place. The documents were used in analyzing liability and damages in connection with all phases of the litigation and mediation process. The extensive document and data exchanges allowed Justice Law Corporation to determine the strengths and weaknesses of the claims and defenses. This included, among other things: (a) determining Plaintiff Olivo's suitability as the putative class representative through interviews and analyses of employment documents and related records; (b) evaluating the potential claims and applicable defenses; (c) researching wage-and-hour class actions similar to the claims alleged, nature of the positions, and type of employer in the instant case; (d) locating and interviewing several putative class members to obtain corroboration for the legal theories developed; (e) drafting and propounding the formal discovery requests; (f) gathering the necessary documents and information to respond to the formal discovery requests;

(g) engaging in motions practice with Defendant; (h) frequently communicating and coordinating with co-counsel to successfully settle this matter; (i) analyzing the labor policies, practices, and procedures in place pursuant to the documents produced; (j) researching class certification and manageability in similar cases; (k) estimating and calculating potential damages for settlement purposes; (l) assisting with drafting the mediation brief and damages analysis; (m) preparing for and participating in full day of mediation; and (n) assisting with drafting, updating, and finalizing the Settlement Agreement (and exhibit).

6. After the exchange of relevant information and evidence, the Parties remotely participated in mediation on January 18, 2024. The mediator helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. Under the auspices of the mediator, the Parties eventually reached a settlement of this case. At all times, the negotiations were adversarial and non-collusive.

7. Class Counsel seek Class Counsel Fees Payment of \$1,050,000 (35% of the Gross Settlement Amount). This percentage award is commensurate with the: (a) risks undertaken; (b) immense time, effort, and expense dedicated to this matter; (c) skill and determination displayed along with the quality of work; (d) results achieved; and (e) other cases turned down to devote time and efforts to this matter. This was not a clear-cut case because several factors made this case challenging. These factors include, among others: (i) difficulties in pinning down job responsibilities, wages paid, and meal and rest breaks taken; (ii) myriad of documents that had to be reviewed and analyzed prior to mediation; (iii) shifting wage-and-hour laws overlaid by the risks of class certification being denied; (iv) drafting and propounding the formal discovery requests; (v) gathering the necessary documents and information to respond to the formal discovery requests; (vi) Defendant conducting its business in different locations, which initially made it difficult determining commonality and typicality; (vii) coordinating with co-counsel to effectively settle this matter; and (viii) Defendant's initial resistance to the relief.

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

1 9. Justice Law Corporation incurred many hours of work in connection with this
2 case that the fee request is also justified under a lodestar analysis. The total hours worked by
3 Justice Law Corporation totals 583.2 hours (200.4 hours for Douglas Han, 196.2 hours for
4 Shunt Tatavos-Gharajeh, and 186.6 hours for Halina Szymanski). Attached hereto as **Exhibit 1**
5 is the Task & Time Chart setting forth the breakdown of time for the requisite tasks. These
6 hours do not include the additional administrative oversight during the payment period,
7 preparation of the final report, and reporting before the Court regarding final disbursement.

8 10. Based upon the total of 583.2 hours worked and utilizing reasonable hourly rates
9 commensurate with the attorneys' experience, our base lodestar fees calculation is \$430,620.
10 The hourly rates are \$900 per hour for myself, \$800 per hour for my associate Shunt Tatavos-
11 Gharajeh, and \$500 per hour for my former associate Halina Szymanski. These hourly rates are
12 commensurate with our individual backgrounds, background of our firm, and our training and
13 experience in litigating class actions, particularly wage-and-hour matters.

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

1 report describes the 2022 rates charged by 183 Los Angeles County partners with “Fewer Than
2 21 Years” of experience. For this category, the Third Quartile Los Angeles County rate was
3 \$1,075 per hour for partners. Finally, our requested hourly rates are in line with the Laffey
4 Matrix, attached hereto as **Exhibit 3**.

5 12. The Class Counsel Fees Payment is in line with the awards in similar cases in
6 California and nationwide and is consistent with the market rates. Justice Law Corporation have
7 been routinely awarded at least thirty-five percent (35%) fee requests or more in similar class
8 action and representative matters throughout California, including San Diego County. (See
9 *Beltran v. California Coast Credit Union*, San Diego County Superior Court, Case No. 37-
10 2019-00015695-CU-OE-CTL [Consolidated With Case No. 37-2020-00001522-CU-OE-CTL],
11 final approval granted on August 9, 2024 granting 35% fee request; *Herrera v. Metal Surface*
12 *International, LLC*, San Diego County Superior Court, Case No. 37-2022-00003417-CU-OE-
13 CTL [Consolidated with 37-2021-00033571-CU-OE-CTL], final approval granted on May 24,
14 2024 granting 35% fee request; *Carlton v. Waxie Way, LLC, et al.*, San Diego County Superior
15 Court, Case No. 37-2021-00026158-CU-OE-CTL, final approval granted on November 6, 2023
16 granting 35% fee request; *Fuentes v. Apex Contracting and Restoration, Inc.*, San Diego County
17 Superior Court, Case No. 37-2022-00001417-CU-OE-CTL, final approval granted on August
18 23, 2023 granting 35% fee request; *Coombs v. Imaging Healthcare Specialists, LLC*, San Diego
19 County Superior Court, Case No. 37-2020-00043781-CU-OE-CTL, final approval granted on
20 June 16, 2023 granting 35% fee request; *Sapp v. Sound United, LLC*, San Diego County
21 Superior Court, Case No. 37-2020-0042943-CU-OE-CTL, final approval granted on May 26,
22 2023 granting 35% fee request; *Ibarra, et al. v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-*
23 *Pharma Services*, San Diego County Superior Court, Case No. 37-2022-00008619-CU-OE-
24 CTL, PAGA approval granted on April 28, 2023 granting 35% fee request; *Nepomuceno, et al.,*
25 *v. Portfolio Recovery Associates, LLC*, San Diego County Superior Court, Case No. 37-2021-
26 00006651-CU-OE-CTL [Consolidated with Case No. 37-2021-00006737-CU-OE-CTL], final
27 approval granted on December 29, 2022 granting 35% fee request; *Ceja v. Silvergate Bank*, San
28 Diego County Superior Court, Case No. 37-2020-0016207-CU-OE-CTL, final approval granted

1 on July 8, 2022 granting 35% fee request; *Ybanez v. Navy Federal Credit Union*, San Diego
2 County Superior Court, Case No. 37-2019-00016815-CU-OE-CTL [Consolidated with Case
3 No. 37-2019-00043142-CU-OE-CTL], final approval granted on June 3, 2022 granting 35% fee
4 request; *Rodriguez v. Means Engineering, Inc., et al.*, San Diego County Superior Court, Case
5 No. 37-2020-00024397-CU-OE-CTL, PAGA approval granted on April 1, 2022 granting 38%
6 fee request; *Fulinara v. Genmark Diagnostic, Inc.*, San Diego County Superior Court, Case No.
7 37-2019-00000877-CU-OE-CTL, final approval granted on February 18, 2022 granting 35% fee
8 request; *Webb-Brunner v. RA Medical Systems, Inc.*, San Diego County Superior Court, Case
9 No. 37-2019-00066232-CU-OE-CTL, final approval granted on January 7, 2022 granting 35%
10 fee request; *Bulle v. Killion Industries, Inc.*, San Diego County Superior Court, Case No. 37-
11 2020-00018510-CU-OE-CTL, final approval granted on October 26, 2021 granting 35% fee
12 request; *Hargrove, et al., v. San Diego County Credit Union*, San Diego County Superior Court,
13 Case No. 37-2019-00049944-CU-OE-CTL, PAGA approval granted on September 2, 2021
14 granting 38% fee request; and *Vilitchai v. Ametek Programmable Power, Inc., et al.*, San Diego
15 County Superior Court, Case No. 37-2015-00025968-CU-OE-CTL, final approval granted on
16 August 27, 2021 granting 48.75% fee request.) Consequently, the fee request is well within a
17 reasonable range.

18 13. On June 10, 2023, Justice Law Corporation and Mara Law Firm, PC entered a
19 Joint Prosecution Agreement (“JPA”). Attached hereto as **Exhibit 4** is a true and correct copy of
20 the fully executed JPA.

21 ADEQUACY OF JUSTICE LAW CORPORATION

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

25 15. Since its inception, our firm has almost exclusively focused on the prosecution of
26 consumer and employment class actions, involving wage-and-hour claims, unfair business
27 practices, or consumer fraud. Our firm has successfully litigated to conclusion over three
28 hundred (300) wage-and-hour class or representative actions. Currently, we are the attorneys of

1 record in over a dozen employment-related putative class actions in both state and federal courts
2 in California. During this time, in association with other law firms, we have obtained millions of
3 dollars on behalf of thousands of individuals in California.

4 16. Attached hereto as **Exhibit 5** is a list of some of the class action and
5 representative matters for which Justice Law Corporation have been appointed to serve as Class
6 Counsel that have been given final approval.

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

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

1 Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v. Renovate America, Inc.*,
2 *et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Antoine v.*
3 *Riverstone Residential CA, Inc.*, Sacramento County Superior Court, Case No. 34-2013-
4 00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-
5 1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County Superior Court,
6 Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern
7 County Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West, Inc.*, Kern
8 County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment,*
9 *Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity Brands*
10 *Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v.*
11 *Wood Group PSN, Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v.*
12 *Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-
13 550494; *Harbabikian v. Williston Financial Group, LLC*, Ventura County Superior Court, Case
14 No. 56-2016-004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern
15 County Superior Court, Case No. BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*,
16 Kern County Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton Energy Services,*
17 *Inc.*, Kern County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing*
18 *Serve, LLC*, Kern County Superior Court, Case No. S-1500-CV-282709; *Marketstar Wage and*
19 *Hour Cases*, Alameda County Superior Court, Case No. JCCP004820; *Rodriguez v. Delta*
20 *Sierra Beverage, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206727-CU-
21 OE-GDS; *Stuck v. Jerry Melton & Sons Construction, Inc.*, Kern County Superior Court, Case
22 No. BCV-16-101516; *Blevins v. California Commercial Solar, Inc.*, Kern County Superior
23 Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis Company, LLC*, Kern County Superior
24 Court, Case No. BCV-17-102836; and *Castro v. General Production Service of California, Inc.*,
25 Kern County Superior Court, Case No. BCV-15-101164. Shunt was also certified as class
26 counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-
27 1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case
28 No. BC546330; and *Nuncio v. MMI Services, Inc.*, Kern County Superior Court, Case No. S-

1 1500-CV-282534, cases that were certified after a contested class certification. Shunt is
2 handling class actions pending in California.

3 19. Halina Szymanski was an Associate Attorney at my office. Halina received her
4 undergraduate degree in 2018 from the University of California, Los Angeles, graduating with a
5 B.A. in Psychology and a minor in Global Studies. Halina earned her Juris Doctor degree from
6 the University of Southern California Gould School of Law. During her time in law school,
7 Halina served as the Executive Development Editor of the Interdisciplinary Law Journal. Halina
8 was admitted to practice in California in December 2021 and was admitted to practice in all
9 state and federal district courts in California. The focus of Halina's practice at Justice Law
10 Corporation was class action wage-and-hour law, including PAGA matters. Since joining
11 Justice Law Corporation, Halina has worked on several wage-and-hour class action and
12 representative PAGA matters that have been granted approval, including *Dam v. Rubber-Cal,*
13 *Inc.*, Orange County Superior Court, Case No. 30-2020-01176087-CU-OE-CXC; *Perez, et al.,*
14 *v. Laird MFG., LLC*, Merced County Superior Court, Case No. 22CV-01973; *McCrea v.*
15 *Rockridge Market Hall, LLC dba Market Hall Foods*, Alameda County Superior Court, Case
16 No. 22CV005647; *Park v. Brenda's LLC dba Brenda's French Soul Food*, San Francisco
17 County Superior Court, Case No. CGC-22-599371; *Carlton v. Waxie Way, LLC, et al.*, San
18 Diego County Superior Court, Case No. 37-2021-00026158-CU-OE-CTL; *Ramirez v.*
19 *Threshold Enterprises LTD*, Santa Cruz County Superior Court, Case No. 22CV00051; *Vega v.*
20 *Lamsco West, Inc.*, Los Angeles County Superior Court, Case No. 21STCV38069; and
21 *Aleksanyan v. Jet Delivery, Inc.*, Los Angeles County Superior Court, Case No. 22STCV27049.
22 Halina was also working on several wage-and-hour class action and representative PAGA
23 matters pending in various courts in California during her time with Justice Law Corporation.

24 **CLASS REPRESENTATIVE SERVICE PAYMENTS**

25 20. The Settlement provides for the Class Representative Service Payments of
26 \$10,000 to each Plaintiff (totaling \$20,000) for the time and effort serving as the class
27 representatives. Plaintiffs spent several hours (and days) producing relevant documents and past
28 employment records (e.g., personnel records), as well as providing the facts and evidence

1 necessary to prove the allegations (*e.g.*, description of work experience and work environment).
2 Plaintiffs were accessible whenever needed by Class Counsel and actively tried to obtain and
3 provide as much information as possible to benefit the Class (*e.g.*, giving the names and contact
4 information of several putative class members, discussing applicable legal theories, gathering
5 information from putative class members). Plaintiffs even assisted Class Counsel with
6 reviewing the documents produced by Defendant and other sources, developing a strategy to
7 obtain additional documents, determining the importance of the documents produced, and
8 reviewing the operative complaints, and formal discovery requests. Furthermore, Plaintiffs
9 prepared for and made themselves available to remotely attend mediation, provided their input
10 on the negotiations, and reviewed and approved the Settlement Agreement (and exhibit).
11 Plaintiffs were also made aware of and accepted the risks and sacrifices associated with serving
12 as the class representatives (*e.g.*, providing a broader release, risking an adverse judgment for
13 attorneys' fees and costs). Overall, Plaintiffs' contributions were instrumental to the eventual
14 settlement of this matter. For these reasons, it is appropriate and just for Plaintiffs to receive the
15 Class Representative Service Payments, in addition to the settlement payments, for the services
16 on behalf of the Class Members.

17 **LITIGATION COSTS AND EXPENSES INCURRED BY**
18 **JUSTICE LAW CORPORATION**

19 21. Justice Law Corporation incurred \$10,420.51 in costs and litigation expenses as
20 reflected in **Exhibit 6**. These costs and expenses were reasonable and necessary.

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

23
24 I declare that under the penalty of perjury under the laws of California the foregoing is
25 true and correct. Executed on this 20th day of November 2024 at Pasadena, California.

26 
27 Douglas Han
28

EXHIBIT 1

NOORI, ET AL. V. VISTA COMMUNITY CLINIC
(SAN DIEGO COUNTY SUPERIOR COURT CASE No. 37-2023-00000144-CU-OE-CTL)
OLIVO V. VISTA COMMUNITY CLINIC (Case Dismissed)
(SAN DIEGO COUNTY SUPERIOR COURT CASE 37-2023-00011846-CU-OE-NC)

ATTORNEY TASK AND TIME CHART

TASK	JUSTICE LAW CORPORATION			
	DH	STG	HS	FIRM TOTAL
Investigation and Research / Due Diligence				
Pre-Lawsuit Investigation of the Key Facts with a Focus on 1) Class Certification Elements, including Adequacy, Typicality, Superiority, and Commonality; 2) Merits of Plaintiff's Claims and the Merits of the Claims of the Putative Class Members; and 3) Potential Damages Exposure of Defendant with respect to the Damages Sustained by Paolo Olivo	2.6	7	6.9	16.5
Pre-Lawsuit Research and Analysis of Potential Damages Exposure of Defendant with Respect to the Damages Sustained by/Owed to Plaintiff Paolo Olivo and the Potential Class Employees	3.8	3.2	5.4	12.4
Research and Analysis of Potential Defenses Defendant May Raise, Including, <i>de minimis</i> Work, Non-compensable Off-the-clock Work, Arbitration Agreements, compliant policies and manageability	4.7	6.8	2.9	14.4
Investigation of Defendant, Defendant's Business Relationships, and the Industry in which It Operates and Various Staffing Agencies Which Provided Labor to Defendant	3.1	6.3	4.7	14.1
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Putative Class Members and Aggrieved Employees	2.8	4.1	2.6	9.5
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Manageability, Liability, and Civil Penalties	3.7	3.3	4.5	11.5
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.8	4.2	6.4	13.4
Meet and Communicate with Named Plaintiff Paola Olivo throughout the Pendency of the Case	21.9	16.8	10.4	49.1
Communicating with Putative Class members, and Conduct Interviews, and Request Authorization for Personnel Records	26.8	35.1	41.4	103.3

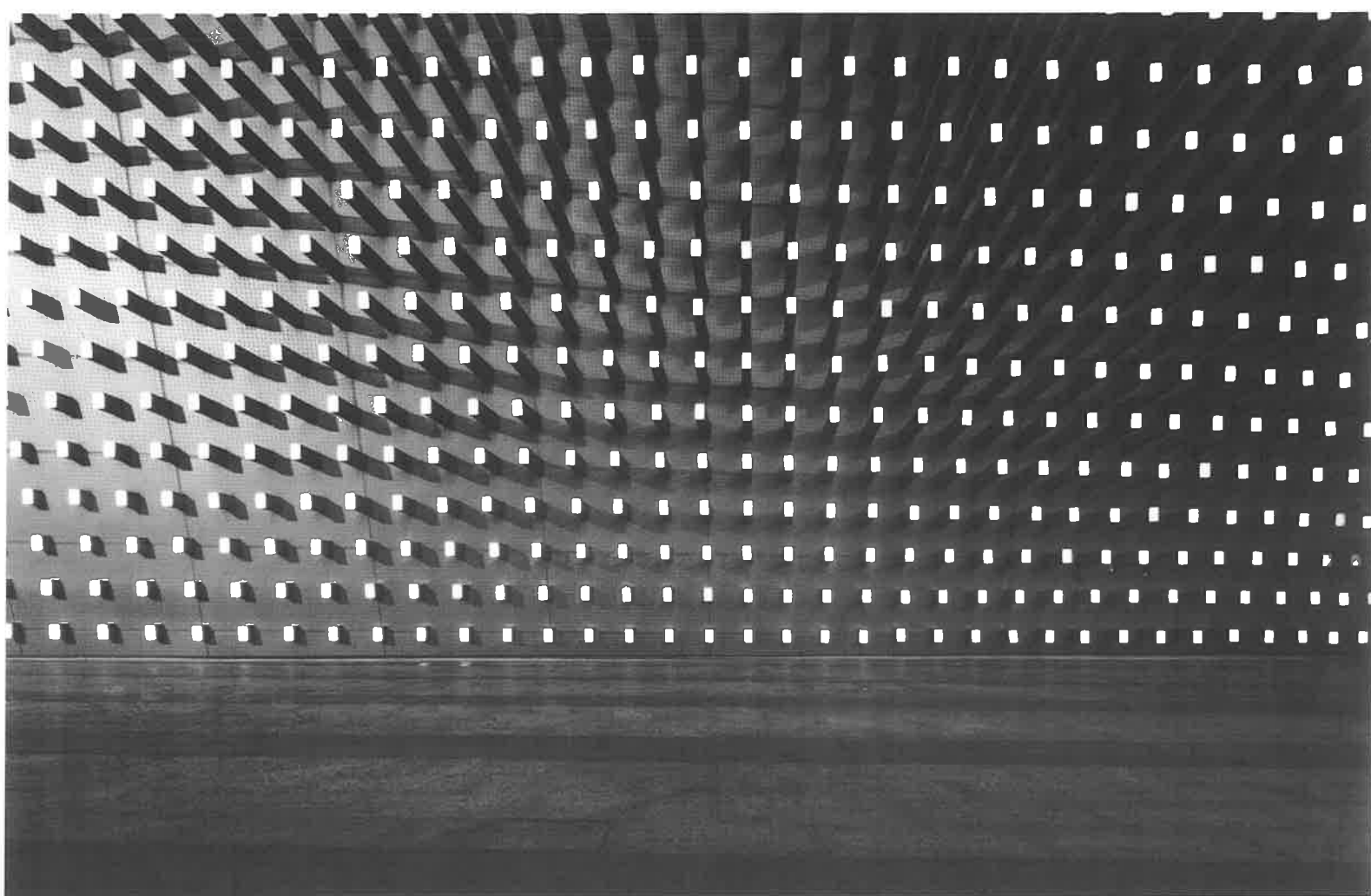
Pleadings and Court Filings (Case No. 37-2023-00011846-CU-OE-NC)					
Draft Plaintiff Paola Olivo's Class Action Complaint for Damages; Legal Research and Analysis of All Claims Involved (Filed 3.21.23)	3.3	0.5	0	3.8	
Review Court's Notice of Case Assignment and Civil Management Conference (Filed 3.23.23)	0.1	0.1	0.2	0.4	
Draft Plaintiff Olivo's Notice of Related Case (Filed 5.4.23)	0.2	0.1	0.5	0.8	
Review Defendant Vista Community Clinic's Declaration of Demurring or Moving Party in Support of Automatic Extension (Filed 5.9.23)	0.2	0.1	0.5	0.8	
Review Court's Notice of Dismissal (Filed 10.2.23)	0.1	0.1	0.2	0.4	
Draft Plaintiff Olivo's Notice of Entry of Order Granting Dismissal (Filed 10.12.23)	0.1	0.1	0.3	0.5	
Pleadings and Court Filings (Case No. 37-2023-00000144-CU-OE-CTL)					
Draft Plaintiff Paola Olivo's Notice of Related Case (Filed 5.4.23)	0.2	0.1	0.5	0.8	
Review Court's Notice of Rescheduled Hearing (Filed 7.17.23)	0.1	0.1	0.2	0.4	
Review Joint Stipulation and [Proposed] Order Regarding Filing First Amended Complaint (Filed 7.28.23)	0.4	0.2	0.7	1.3	
Review Court's Notice of Court Vacating Dates in Non-Lead Case SD (Filed 7.31.23)	0.1	0.1	0.2	0.4	
Review Plaintiffs Roya Noori and Paola Olivo's First Amended Class Action Complaint for Damages, Injunctive Relief, Declaratory Relief and Restitution Legal Research and Analysis of All Claims Involved (Filed 8.16.23)	0.2	1.9	1	3.1	
Review Plaintiffs' Case Management Statement Regarding the September 21, 2023 Case Management Conference (Filed 9.7.23)	0.1	0.1	0.3	0.5	
Review Court's Minute Order Dated September 21, 2023 (Filed 9.21.23)	0.1	0.1	0.2	0.4	
Review Joint Stipulation to Continue Case Management Conference by 90 Days; [Proposed] Order (Filed 2.9.24)	0.3	0.2	0.7	1.2	
Review Court's Notice of Rescheduled Hearing (Filed 2.13.24)	0.1	0.1	0.2	0.4	

Review Notice of Settlement and Joint Stipulation to Continue Case Management Conference; [Proposed] Order (Filed 4.15.24)	0.3	0.2	0.7	1.2
Review Court's Notice of Rescheduled Hearing (Filed 4.16.24)	0.1	0.1	0.2	0.4
Review Plaintiffs' Case Management Statement Regarding the September 13, 2024 Case Management Conference (Filed 8.20.24)	0.4	0.1	0	0.5
Review Defendant's Case Management Statement Regarding the September 13, 2024 Case Management Conference (Filed 8.28.24)	0.2	0.1	0	0.3
Review Court's Tentative Ruling Dated September 13, 2024 (Filed 9.13.24)	0.4	0.1	0	0.5
Review Court's Minute Order Dated September 13, 2024 (Filed 9.13.24)	0.3	0.1	0	0.4
Review Court's Order Granting Plaintiffs' Motion for Preliminary Approval (Filed 9.13.24)	0.4	0.1	0	0.5
Review Plaintiffs' Notice of Entry of Order Granting Plaintiffs' Motion for Preliminary Approval (Filed 9.25.24)	0.3	0.1	0	0.4
Review Court's Order Granting Plaintiffs' Motion for Final Approval; Prepare Notice of Entry of Order (Anticipated)	0.3	0.1	0	0.4
Appearances (Case No. 37-2023-00000144-CU-OE-CTL)				
Prepare for and Attend Initial Case Management Conference (on September 21, 2023 via MS Teams)	0	0	1.5	1.5
Prepare for and Attend Hearing on Motion for Preliminary Approval of Class Action Settlement and Case Management Conference (On September 13, 2024 via MS Teams)	1.5	0	0	1.5
Prepare for and Attend Hearing on Motion for Final Approval of Class Action Settlement (Anticipated)	2	0	0	2
Discovery and Depositions (Case No. 37-2023-00011846-CU-OE-NC)				
Draft Letter to Defense Counsel Re: Request for Personnel File, Pay Stubs and Time Records for Plaintiff Paola Olivo and Class Member Carlos Ochoa	0	1.4	0	1.4
Review and Analyze Plaintiffs Paola Olivo's Personnel File, Pay Stubs, and Time Records Produced by Defendant	0.9	1	3.3	5.2

Review and Analyze Class Member Carlos Ochoa's Personnel File, Pay Stubs, and Time Records Produced by Defendant	1.2	1.5	1.7	4.4
Review Defendant Vista Community Clinic's Form Interrogatories - General (Set One), Demands for Production of Documents, and Requests for Admissions (Set One) to Plaintiff Paola Olivo (Served 3.31.23)	1.4	2.1	1.7	5.2
Draft Plaintiff Paola Olivo's Form Interrogatories (Set One), Requests for Production of Documents (Set One), Requests for Admissions (Set One) and Special Interrogatories (Set One) to Defendant Vista Community Clinic (Propounded 4.20.23)	0.7	0.8	2.8	4.3
Draft Plaintiff Paola Olivo's Notice of Deposition of Defendant Vista Community Clinic's Person Most Qualified (Served 5.2.23)	0.8	0.9	1.5	3.2
Prepare Plaintiff Paola Olivo's Objections to Defendant Vista Community Clinic's Form Interrogatories - General (Set One), Demands for Production of Documents, and Requests for Admissions (Set One) (Served 6.1.23)	0.9	1.1	2.8	4.8
Mediation and Settlement				
Review Analyze Documents and Data Produced by Defendant in Response to the Mediation Information Letter, including Sample Time Keeping and Corresponding Pay Records	12.5	17	7.7	37.2
Prepare for Mediation, including Research Merits of Claims, Performing Damages Analysis, Reviewing Mediation Brief, and Compiling Mediation Exhibits and Putative Class Members Declarations	14.2	16.8	14.6	45.6
Prepare for and Attend Mediation with Mediator David Rotman (on January 18, 2024 via Zoom)	8.5	8.5	8.5	25.5
Negotiate, Draft and Finalize Settlement Agreement Terms with Co-Counsel and Defense Counsel; Meet and Confer and Revise Settlement Agreement and Class Notice	6.3	3.9	8	18.2
Coordinate Settlement Administration with Settlement Administrator; Ongoing Monitoring of Settlement Administration; Respond to Class Member Inquiries; Communicate with Class Member Re: Deadline and Claims Procedures	3	2.8	0	5.8
Letters and Correspondence				
Review Defendant's Meet and Confer Letter Dated May 23, 2023 (Sent 5.3.23)	0	0	2.1	2.1
Review Defendant's Meet and Confer Letter Dated June 8, 2023 (Sent 6.8.23)	1.1	0.6	0	1.7

Draft Correspondence to, and Respond to Correspondence from, Telephone conference calls with Co-Counsel and Defense Counsel throughout the Pendency of the Lawsuit	40.9	30.7	29.5	101.1
Law and Motion (Case No. 37-2023-00011846-CU-OE-NC)				
Prepare Plaintiff Olivo's Notice of Motion to Consolidate Actions (Filed 5.12.23)	1.5	0.9	0	2.4
Prepare Plaintiff Olivo's Notice of Non-Opposition to Motion to Consolidate Related Actions (Filed 6.1.23)	0.5	0.6	0.6	1.7
Review Defendant Vista Community Clinic's Notice of Demurrer and Demurrer to Plaintiff's Complaint; Memorandum of Points and Authorities; Request for Judicial Notice Supporting Demurrer to Plaintiff's Complaint; Meet-and-Confer Declaration of Walker Macon in Support Thereof (Filed 6.8.23)	0.9	0.7	1.6	3.2
Prepare Plaintiff Olivo's Request for Dismissal; Declaration of Halina E. Szymanski in Support Thereof; [Proposed] Order Granting Plaintiff Olivo's Request for Dismissal (Filed 10.4.23)	1.7	1.1	0	2.8
Prepare Plaintiff Olivo's Opposition to Defendant Vista Community Clinic's Demurrer; Declaration of Halina E. Szymanski in Support of Opposition Thereof (Filed 10.9.23)	1.6	1	2.7	5.3
Law and Motion (Case No. 37-2023-00000144-CU-OE-CTL)				
Prepare Plaintiff Olivo's Notice of Motion to Consolidate Related Actions; Memorandum of Points and Authorities in Support of Plaintiff Olivo's Motion to Consolidate Related Actions; Declaration of Halina E. Szymanski in Support Thereof; Request for Judicial Notice in Support Thereof; [Proposed] Order Granting Plaintiff Olivo's Motion to Consolidate Related Actions (Filed 5.12.23)	2.3	1.2	3.6	7.1
Prepare Plaintiff Olivo's Notice of Non-Opposition to Motion to Consolidate Related Actions (Filed 6.1.23)	0.5	0.6	0.6	1.7
Review Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class and PAGA Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval Hearing Date; Declaration of Douglas Han in Support Thereof; Declaration of David Mara in Support Thereof; and [Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of Class and PAGA Settlement (Filed 8.19.24)	9.3	5.6	0	14.9
Prepare and Review Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payments Briefing and Supporting Documents (Anticipated)	5.7	3.7	0	9.4
Total Hour Per Lawyer:	200.4	196.2	186.6	-
Total Hours Combined:	583.2			

EXHIBIT 2



ELM Solutions

2022 Real Rate Report[®]

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

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A Letter to Our Readers

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

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

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

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

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

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

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer ELM Solutions

Report Use Considerations

2022 Real Rate Report

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

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

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

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

Some key factors¹ that drive rates²:

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

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

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

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

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

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

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

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

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

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

EXHIBIT 3

LAFFEY MATRIX

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[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

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June 7, 2023

Douglas Han, Esq.
JUSTICE LAW CORPORATION
751 N. Fair Oaks Ave., Suite 101
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Re: *Vista Community Clinic*

JOINT PROSECUTION AGREEMENT

WHEREAS Plaintiff Roya Noori through her attorneys Mara Law Firm, PC (“MLF”), filed a Class action, which is currently pending before the San Diego Superior Court, Case No. 37-2023-00000144CU-OE-CTL (“*Noori* Action”).

WHEREAS Plaintiff Paola Olivo, through her attorneys Justice Law Corporation (“JLC”), filed a Class action, which is currently pending before the Stanislaus County Superior Court, Case No. 37-2023-000011846-CU-OE-NC (“*Olivo* Action”).

WHEREAS Plaintiff Olivo agreed to join the *Noori* Action as a Plaintiff.

WHEREAS Plaintiff Noori will amend her complaint to add in Plaintiff Olivo and her counsel, JLC.

WHEREAS the Parties and counsel to each case believe it is in the Parties’ and their counsel’s best interest to continue to work together for the common good of the class members.

IT IS HEREBY AGREED THAT:

1. The Parties and their Counsel agree to jointly pursue the claims asserted in the *Noori* and *Olivo* Actions and that JLC and MLF serve as co-lead counsel in the above-described action.
2. The Plaintiffs will execute this agreement which shall become part of the retainer agreements with Noori and Olivo, reflecting the agreement reached herein.
3. The Parties will coordinate their activities in connection with this joint representation agreement and they will keep each other informed of all material developments and shall share responsibility for oversight and the conduct of day-to-day activities in this litigation.

4. The Parties and their counsel will cooperate and make their best efforts to effectuate the recovery of reasonable costs and fees in the event of the successful prosecution and/or settlement of the underlying actions or any portion thereof. At that time and in that event, each of the parties' counsel shall submit to the Court their costs and time sheets quantifying and describing the general nature of all common benefit work performed by the respective law firm on behalf of the Plaintiffs in such action and/or on behalf of the putative class. Notwithstanding the foregoing, and regardless of the number of the hours worked by each firm, it is hereby agreed that the Parties shall share in any recovery as follows:

Attorneys' fees recovered in this action shall be divided and paid as follows:

JLC	50%
MLF	50%

5. This division of fees will not increase the fees paid by the representative plaintiffs or the class.

6. JLC and MLF each warrant that at this time they do not have reason to believe that any other firm or attorney will seek fees for work completed on behalf of their respective clients, and furthermore, that should any other firm or attorney make a claim for fees for work which was completed prior to the date of this agreement or hereinafter, on the behalf of one of the representative clients or parties, each party shall be solely responsible for defending against said claims.

7. Each party will bear its own costs in conducting this litigation including firm overheads, telephone, rent, travel, meals, etc.

8. Third-party costs incurred specifically to support this litigation including expert fees, transcripts, reproduction of written and electronic discovery, etc. will be shared by the parties in the following ratios:

JLC	50%
MLF	50%

9. The Parties shall each receive reimbursement of their expenses as approved by the Court. Should the court award expenses in an amount less than that sought by the Parties, the expense award shall be divided *pro rata* based on the relative amounts of expenses submitted to the Court by each of the parties, unless the Court expressly concludes that particular defects in the submission of specific expenses made by a particular party is the reason for failing to approve an expense; in which case the loss shall be borne entirely by the party who submitted the particular expense that was not approved.

10. Any disputes under this Agreement shall be submitted to the Stanislaus County Superior Court and will be governed by the laws of State of California.

11. This Agreement is made among Firms authorized to practice under the laws of the State of California and is intended to be governed by the ethical rules of California. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect and to give effect to the overall intention of fostering cooperation among counsel to best serve the interests of the clients.

12. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect.

13. This Agreement is the entire agreement between the Parties, and it supersedes any previous negotiations, agreements and understandings concerning the subject matters of this Agreement. This Agreement is intended to be and is final and binding. No modifications of this Agreement can be made except in writing signed by each of the Parties.

IN WITNESS WHEREOF, the undersigned have duly authorized and caused this Agreement to be executed:

Date: June __, 2023
06/09/2023

Paola Olivo



Plaintiff

Date: June __, 2023

Roya Noori

Plaintiff

Date: June 9, 2023

JUSTICE LAW CORPORATION



By: Douglas Han, Esq.

Date: June __, 2023

MARA LAW FIRM, PC

By: David Mara, Esq.

11. This Agreement is made among Firms authorized to practice under the laws of the State of California and is intended to be governed by the ethical rules of California. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions shall remain in force and effect and to give effect to the overall intention of fostering cooperation among counsel to best serve the interests of the clients.

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IN WITNESS WHEREOF, the undersigned have duly authorized and caused this Agreement to be executed:

Date: June __, 2023

Paola Olivo

Plaintiff

Date: June __, 2023
6/10/2023

Roya Noori
DocuSigned by:



05F2E2EBE3AB49F...
Plaintiff

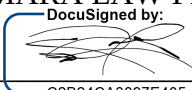
Date: June __, 2023

JUSTICE LAW CORPORATION

By: Douglass Han, Esq.

Date: June __, 2023
6/7/2023

MARA LAW FIRM, PC

DocuSigned by:


C2B24CA3807E405
By: David Mara, Esq.

EXHIBIT 5

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

EXHIBIT 6

JUSTICE LAW CORPORATION CASE COST DETAIL
Vista Community Clinic adv. Noori, et al.

<u>Date</u>	<u>Payee</u>	<u>Activity</u>	<u>Amount</u>
1/26/2023	United States Postal Service	Mailing Correspondence	\$ 114.10
2/7/2023	United States Postal Service	Mailing Correspondence	\$ 9.59
2/16/2023	United States Postal Service	Mailing Correspondence	\$ 13.04
3/16/2023	SignNow	Attorney Services	\$ 5.00
3/23/2023	SignNow	Attorney Services	\$ 5.00
3/23/2023	OneLegal	Filing & Filing Fee	\$ 1,490.66
4/3/2023	OneLegal	Service of Process	\$ 194.06
4/4/2023	OneLegal	Filing	\$ 13.33
5/4/2023	OneLegal	Filing	\$ 13.33
5/4/2023	United States Postal Service	Service of Documents	\$ 2.75
5/9/2023	OneLegal	Filing	\$ 13.33
5/12/2023	General Logistics System	Mailing Correspondence	\$ 15.53
5/12/2023	General Logistics System	Service of Process	\$ 15.53
5/16/2023	OneLegal	Filing & Filing Fee	\$ 461.16
5/23/2023	OneLegal	Filing	\$ 13.33
6/1/2023	General Logistics System	Service of Documents	\$ 15.02
6/2/2023	OneLegal	Filing	\$ 13.33
6/8/2023	OneLegal	Filing	\$ 13.33
10/12/2023	OneLegal	Filing	\$ 13.33
10/19/2023	OneLegal	Filing	\$ 26.66
1/5/2024	SignNow	Attorney Services	\$ 5.00
1/9/2024	SignNow	Attorney Services	\$ 5.00
1/17/2024	SignNow	Attorney Services	\$ 20.00
1/18/2024	David A. Rotman	Mediation Fees	\$ 6,625.00
2/8/2024	SignNow	Attorney Services	\$ 5.00
6/13/2024	SignNow	Attorney Services	\$ 5.00
	SignNow	Attorney Services (Anticipatory)	\$ 5.00
	LexisNexis	Legal Research	\$ 1,200.00
	Justice Law Corporation (In House)	Photocopies (594 @ \$0.15 per page)	\$ 89.10
		Total Cost	\$ 10,420.51