

1 **MAYALL HURLEY P.C.**
2 **ROBERT J. WASSERMANN (SBN: 258538)**
3 rwassermann@mavallaw.com
4 **NICHOLAS F. SCARDIGLI (SBN: 249947)**
5 nscardigli@mavallaw.com
6 **112 S Church St.**
7 **Lodi, CA 95240**
8 **Telephone: (209) 477-3833**
9 **Website: www.mavallaw.com**

7 **JAMES HAWKINS APLC**
8 **James R. Hawkings (SBN: 192925)**
9 **Isandra Fernandez (SBN: 220482)**
10 **Anthony Draper (SBN: 344391)**
11 **9880 Research Drive, Suite 200**
12 **Irvine, CA 92618**
13 **Telephone: (949) 387-7800**

11 **Attorneys for Plaintiff Tiffany Soliman, Maria Carralez,**
12 **Eugene Bautista and the Putative Class**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SANTA CLARA**

15 TIFFANY SOLIMAN, MARIA CARRALEZ,
16 and EUGENE BAUTISTA, on behalf of
17 themselves and all other similarly situated,

18 Plaintiff,

19 vs.

20 SATELLITE HEALTHCARE, INC.; and
21 DOES 1-100, inclusive,

22 Defendants.

Case No. 21CV38721

DECLARATION OF ROBERT J.
WASSERMANN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

23 I, Robert J. Wassermann, declare:

24 1. I am an attorney duly licensed to practice before all the courts of this state and am a
25 shareholder of Mayall Hurley P.C., attorneys for Plaintiffs Tiffany Soliman, Maria Carralez, and
26 Eugene Bautista ("Plaintiffs"), individually, on behalf of all others similarly situated, and as proxy for
27 the LWDA.
28

1 2. I have personal knowledge of the matters set forth herein and, if called upon to do so,
2 could and would competently testify thereto under oath.

3 **Procedural History, Investigation, Mediation and Settlement**

4 3. Our co-counsel, James Hawkins, APLC, undertook representation of Plaintiff Tiffany
5 Soliman in April 2021 and began investigating her claims shortly thereafter.

6 4. In September 2021, Plaintiff Soliman sent written notice to the LWDA and Satellite
7 Healthcare, Inc. (“Satellite”) regarding alleged violations of the California Labor Code and Private
8 Attorneys General Act (“PAGA”) and the facts and theories supporting the same.

9 5. In September 2021, Plaintiff Soliman filed this class action alleging failures to pay all
10 wages and sick pay, to provide meal and rest breaks, to reimburse employee expenses, to timely pay
11 wages, to furnish accurate itemized wage statements and unfair business practices (hereinafter the
12 “Class Action”).

13 6. Plaintiff Soliman filed amended complaints in January 2022 and June 2022
14 supplementing the claims and allegations against Satellite.

15 7. My office began investigating Plaintiff Carralez’s claims in June 2022 and undertook
16 formal representation of her that same month.

17 8. In September 2022, Plaintiff Carralez sent written notice to the LWDA and Satellite
18 regarding alleged PAGA violations and the facts and theories supporting the same.

19 9. In September 2022, Plaintiff Carralez filed a class action in the United States District
20 Court for the Eastern District of California, *Carralez v. Satellite Healthcare, Inc.*, Case No. 2:22-AT-
21 00946 (hereinafter the “*Carralez Action*”), alleging substantially similar Labor Code violations.

22 10. In December 2022, the Parties in the *Carralez Action* exchanged Initial Disclosures
23 and filed a Joint Status Report.

24 11. In January 2023, the Parties agreed to mediate the *Carralez Action* with well-respected
25 mediator and retired Alameda County Judge, Ronald Sabraw.¹

26
27 ¹ Judge Sabraw served for seven years as the complex litigation judge in Alameda County handling hundreds of complex
28 litigation matters, including numerous consumer, employee, and securities class actions, mass tort claims, complex
coordinated cases, anti-trust, and unfair business practices matters. See e.g., www.jamsadr.com/sabraw/

1 12. In January 2023, Plaintiff Carralez filed a first amended complaint adding, in pertinent
2 part, Plaintiff Eugene Bautista as a class representative and alleging violations of the PAGA.

3 13. In February 2023, the Parties agreed to continue all discovery, motion, and related
4 deadlines in the *Carralez Action* in conjunction with their agreement to mediate.

5 14. In May 2023, counsel Plaintiffs agreed to jointly prosecute and mediate the cases.

6 15. Through independent inquiry, research, and informal discovery, Class Counsel²
7 thoroughly and diligently investigated and pursued the claims. This process has included, but not
8 been limited to, (1) obtaining and reviewing Plaintiffs' personnel file, payroll records, and time
9 records; (2) identifying, researching, and pleading the appropriate claims, including filing several
10 amended pleadings to assert additional claims as they ripened and/or were discovered; (3) exhausting
11 administrative remedies; (4) identifying, requesting, and securing the payroll and time records for the
12 entire Class (consisting of nearly 1,000 pages of documents and several hundred thousand lines of
13 data, each consisting of multiple individual data points); (5) propounding formal and informal
14 discovery to secure relevant policy documents and numerical information regarding the size of the
15 Class and the scope of the claims; (6) evaluating and determining the impact of a prior class action
16 settlement completed by Satellite in April 2020 (*Pascual v. Satellite*, Santa Clara County Superior
17 Court Case No. 19CV345211); (7) retaining an expert to analyze the payroll and time data provided
18 by Satellite and personally conducting spot checks to ensure the accuracy of the damages
19 calculations; (8) creating a reliable damages model; and (9) developing and implementing a strategy
20 for mediation and settlement.

21 16. In December 2022, my office propounded 24 special interrogatories, 17 requests for
22 admission, and 54 requests for production of documents on Satellite. My office also prepared, but did
23 not send, a *Belaire-West* Notice.

24 17. In January 2023, after the Parties agreed to mediation, my office apprised Satellite of
25 exactly what documents and data we required to engage in a productive mediation.

26
27 ² All capitalized terms herein shall have the same meaning and identified in the Parties' Joint Stipulation of Class and
28 PAGA Representative Action Settlement and Release ("Settlement Agreement", "Settlement", or "SA"), attached hereto
as **Exhibit 1**.

1 18. In March 2023, my office retained an expert, Econ One Research, Inc., to analyze and
2 evaluate the data to be produced by Satellite for the Parties' mediation.

3 19. Between April 2023 and their mediation on July 7, 2023, the Parties engaged in an
4 informal pre-mediation information/data exchange. In total, Satellite provided Class Counsel with
5 nearly 1000 pages of documents relating to the policies and practices applicable to the Class, as well
6 as several hundred thousand lines of data (each consisting of multiple individual data points)
7 constituting the time and payroll records of all of the Class Members.

8 20. From these documents and data, Class Counsel and their expert created a damages
9 model for use during the mediation. This included fully evaluating all data furnished by Satellite and
10 determining Satellite's potential exposure during Class Period.

11 21. Prior to the mediation, I had multiple discussions with our retained expert to ensure the
12 parameters of the data were as represented, that the data was usable and reliable (including cross-
13 checking to ensure the same), and the analysis was accurate. I also personally spot-checked a number
14 of calculations to ensure their accuracy.

15 22. Prior to the mediation, I also had multiple discussions with Satellite's counsel
16 regarding our understanding of the data, the scope of the Class's claims, their merits, and Satellite's
17 defenses. We also spoke about Plaintiff Carralez's individual pregnancy discrimination and
18 retaliation claims which, like formal discovery, had been tabled after the Parties agreed to mediation.

19 23. The Parties participated in a full-day mediation with experienced wage and hour class
20 action mediator Judge Sabraw on July 7, 2023.

21 24. The Parties were not able to reach an agreement at the mediation but continued to
22 communicate extensively with Judge Sabraw over the next week and a half.

23 25. On July 17, 2023, Judge Sabraw communicated a mediator's proposal to the Parties.
24 On July 24, 2023, Judge Sabraw advised the Parties his proposal had been accepted.

25 26. On November 3, 2023, after several months of intensive negotiations regarding
26 specific terms, and an unfortunate bout with COVID-19 by counsel for one of the Parties, the Joint
27
28

1 Stipulation for Class and Paga Representative Action Settlement and Release (“Settlement”) was
2 finally executed. A true and correct copy of the Settlement is attached hereto as **Exhibit 1.**³

3 27. At all times, the Parties’ negotiations were adversarial, non-collusive, and at arms’
4 length.

5 28. On December 29, 2023, Plaintiffs filed their Motion for Preliminary Approval. On
6 April 30, 2024, this Court continued Plaintiffs’ Motion for Preliminary Approval and sought additional
7 information from the Parties. On June 18, 2024, Plaintiffs submitted the additional information to
8 include an Addendum to their Settlement, a true and correct copy of which is attached hereto as
9 **Exhibit 2.** Finally, on July 23, 2024, this Court granted approval of the Settlement.

10 **Summary of General Settlement Terms**

11 29. The Settlement provides for payment of a total Gross Fund of \$2,425,000; \$50,000
12 allocated to resolve PAGA Claims and \$2,375,000 allocated to resolve the claims of the Class
13 Members. SA ¶ 12, 21. The Class Members include all current and former non-exempt California
14 Employees of Satellite who worked during the Class Period, i.e., April 21, 2020, through September
15 6, 2023. SA ¶ 6, 7.

16 30. The Net Settlement Amount, i.e., the portion of the Gross Fund remaining after
17 deducting Attorneys’ Fees and Costs, the Class / PAGA Representative Enhancement Payments, the
18 Labor and Workforce Development Agency Payment, and the Settlement Administration Fees and
19 Costs, is expected to be approximately \$1,476,666.67. SA ¶ 3, 8, 14, 21, 15, 39.

20 31. Satellite represented that there were approximately 2,485 Class Members (1,478
21 current employees and 1,007 former employees) who had worked approximately 216,787 workweeks
22 from April 21, 2020, through July 17, 2023. In order to protect the Class Members and ensure the
23 Settlement represents a fair, reasonable, and adequate resolution, if any of those numbers increases
24 by more than 10% during Class Period, Satellite shall have the option to either (i) allow the Gross
25

26 ³ On November 30, 2023, after the Parties executed the Settlement Agreement, they entered into a settlement of
27 Plaintiff Carralez’s individual pregnancy discrimination and retaliation claims. Per the agreement the terms of the
28 settlement are confidential. The negotiated resolution of Plaintiff Carralez’s individual claims is not contingent on the
Court’s approval of the Settlement Agreement. The Parties will, however, disclose them to the court in camera if
required by the Court.

1 Fund to increase on a pro rata basis above 10%, or (ii) shorten the Class Period so that the threshold
2 is not exceeded. SA ¶ 53.

3 32. Absent this negotiated resolution and significant protracted and costly litigation, it is
4 my strong belief that Class Members would be at significant risk of failing to realize any monetary
5 recovery from the claims asserted through this matter.

6 33. Each Class Member's Individual Settlement Payment will be calculated based on the
7 number of Workweeks he/she worked during the Class Period. SA ¶ 43.

8 34. The portion of the Gross Fund allocated to resolution of Class Claims is expected to
9 yield a gross average recovery of \$987.84 for each Participating Class Member.

10 35. The actual expected average distribution, after payment of the Labor and Workforce
11 Development Agency Payment, Settlement Administration Costs, Attorneys' Fees and Costs, and
12 Class / PAGA Representative Enhancement Payments, is expected to be more than \$572.35.

13 36. The average payment resulting from the settlement of the PAGA claims during PAGA
14 Period will be more than \$5.07.

15 37. These recoveries are cognizable and, in my opinion, are fair, adequate, and reasonable
16 under the circumstances.

17 **Class Counsel's Damages Analysis and Valuation of the Class Claims**

18 38. The Settlement represents a compromise of highly disputed claims. Satellite
19 vigorously denies Plaintiffs' allegations in their entirety, denies that certification is appropriate
20 (except for settlement purposes), contends it has complied with the law, and asserts numerous
21 affirmative defenses, both legal and factual.

22 39. The Settlement has and will result in substantial benefits to all Class Members and is
23 in their collective best interest.

24 40. After reviewing and analyzing the payroll/time data and documents produced, Class
25 Counsel and their expert developed a damages model illustrating Satellite's exposure for each of the
26 claims asserted. Class Counsel also evaluated the value of the Class Members' damages against the
27 defenses asserted by Satellite and the likelihood of success of some of Satellite's arguments to
28

1 determine a more realistic and reasonable anticipated damages exposure. This damages model
2 informed the litigation and the settlement negotiations.

3 *Satellite's Maximum Exposure*

4 Off-the-Clock Claims

5 41. Plaintiffs alleged that during the Class Period they were at times required to work off-
6 the-clock due to staffing issues and patient demands. As discussed in greater detail below, however,
7 Satellite employed facially valid timekeeping policies as well sophisticated timekeeping software that
8 tracked employee time to the minute. Analysis of the time and payroll data also did not reveal an off-
9 the-clock issue reflected in the records, themselves. Further, Class Counsel's investigation revealed
10 that, to the extent there was an off-the clock problem, the amount of time allegedly spent working off
11 the clock was not terribly significant. Accordingly, Class counsel generously estimated the value of
12 this claim to be approximately **\$671,361**, equal to 5 minutes of off-the-clock time per employee, per
13 workweek.

14 Regular Rate Claims

15 42. Plaintiffs also alleged that, although they were entitled to and at times received non-
16 discretionary bonuses and other items of compensation (including shift differentials and premiums),
17 Satellite did not properly calculate their regular rate of pay for purposes of overtime, meal/rest break
18 premiums, and sick pay. Class Counsel and their Expert's review and analysis of the Class Members'
19 time and payroll data revealed that they were underpaid approximately **\$270,133** because of the
20 alleged regular rate issue (\$131,481 dollars because of the alleged miscalculation of their overtime
21 and doubletime, \$39,893 because of the alleged miscalculation of their meal/rest break premiums,
22 and \$98,812 because of the alleged miscalculation of their sick pay).

23 Meal / Rest Break Claims

24 43. Plaintiffs alleged that during the Class Period they were not always provided
25 compliant meal and rest breaks. Plaintiffs also alleged that when they were not provided compliant
26 meal and rest breaks they were not always paid premiums as required by law, or that those premiums
27 were not paid at their regular rate of pay (accounting for non-discretionary bonuses and other items of
28 compensation). Although these claims faced significant hurdles, Class Counsel and their expert's

1 review and analysis of the Class Members' time and payroll data revealed that they could be
2 responsible for **\$4,798,991.10** in meal and rest break premiums (\$3,604,977.10, in meal break
3 premiums⁴ and \$1,194,014 in rest break premiums⁵) if they were able to prevail on these claims.

4 Wage Statement Claims

5 44. Because Plaintiffs alleged they were not properly paid minimum wage, overtime, sick
6 pay, and meal and rest break premiums, they also allege they were not provided accurate itemized
7 wage statements. If each foregoing alleged violation created a wage statement violation, potential
8 penalties could exceed **\$6,300,000** (as a result of more than 63,000 allegedly deficient wage
9 statements).

10 Waiting Time Penalty Claims

11 45. Because Plaintiffs alleged they were not properly paid minimum wage, overtime, sick
12 pay, and meal or rest break premiums, they also alleged they were not timely paid all wages due and
13 owing to them at the end of their employment. If liability was established on each of these claims
14 and each of 1,007 former employee Class Member was underpaid and owed waiting time penalties,
15 Satellite's total liability could potentially be **\$7,910,186.40** (1,007 x \$32.73/hr. x 8 hrs/day x 30
16 days).

17 Reimbursement Claims

18 46. Plaintiffs alleged that during the Class Period they were not always reimbursed for all
19 the expenses they incurred while performing their job duties, specifically the use of their cell phones.
20 Assuming a \$5/mo. payment was owed per employee, Satellite could owe up to **\$291,000**.

21 Unfair Business Practices

22 47. Plaintiffs alleged that during the Class Period Satellite engaged in unfair business
23 practices by failing to properly pay minimum wage, overtime, sick pay, and meal and rest break
24

25 ⁴ This number was reached by determining the total number of allegedly missed, short or late meal breaks in the data
26 (approximately 112,327) and multiplying that by the average regular rate of pay, \$32.73, for a total of \$3,676,462.71.
27 Next Class Counsel assumed a 10% violation rate on shifts over 12 hours, creating another \$1,300,788.39 in liability
28 (39,743 shifts x \$32.73). Finally, Class Counsel subtracted the \$1,372,274 in premiums already paid by Satellite
during the Class Period.

⁵ This number assumed a 5% violation rate on rest break eligible shifts during the Class Period.

1 premiums. The unfair business practices claim allowed Plaintiffs to extend the statutes of limitations
2 on their other claims and the damages are therefore already accounted for.

3 48. Based upon the foregoing, Satellite's maximum potential liability was calculated at
4 **\$13,122,671.40**. As discussed in detail below, this number assumes 100% success by Plaintiffs on all
5 of their claims and does not adequately account for Satellite's numerous defenses or likely reductions
6 by the Court. Still, the portion of the Gross Fund attributable to the Class Claims (\$2,375,000)
7 constitutes more than 18% of this amount.

8 **Class Counsel's Damages Assessment**

9 49. Because 100% success in litigation is unrealistic, Class Counsel also determined a
10 realistic estimate for the potential recovery for each of the class claims asserted. Under this more
11 measured approach, Class Counsel (1) applied a 50% discount to the off-the-clock claims because
12 they are difficult to certify and prove, and it is unlikely every single Class Member worked off-the-
13 clock during each workweek throughout the entire the Class Period, leaving **\$335,680.50**; (2) applied
14 no discount to the regular rate claims because they are the most easily proven and are demonstrable
15 from Satellite's own records, leaving **\$270,133**; (3) assumed a 50% discount to the meal and rest
16 period claims because Satellite employe facially valid meal and rest break policies, to account for the
17 likelihood that some of the presumptively denied meal periods were actually taken by Class Members
18 and/or were voluntarily foregone without any input/interference by Satellite, to account for the
19 overarching difficulty of certifying meal break claims (E.g. *Aguirre v. Genesis Logistics* (C.D. Cal.
20 2016) 2016 WL 6573986 * 6 (cataloguing cases), and because Class Counsel's expert found only
21 2,883 short or late second meal period violations (after accounting for Satellite's meal period waiver
22 and meal period policies), leaving **\$1,896,849.14**; (4) assumed **\$717,000** in wage statement penalties
23 accounting for wage statements rendered deficient because of alleged regular rate miscalculations or
24 the inclusion of "Missed Lunch" and/or "OTADJ BONUS" hours in total hours worked; (5) applied a
25 75% discount to the waiting time penalties claims based upon Satellite's defenses to each of the
26 claims and contention that its conduct was not willful, leaving **\$1,977,546.60**; and (6) applied 50%
27 discount to the reimbursement claim because the difficulty in proving the claims in light of Satellite's
28 policies and practice of providing cell phones to certain employees, leaving **\$145,500**.

1
2 50. Under this more measured approach, Class Counsel determined the Class' realistic
3 expectations as to a damages/statutory penalty award after trial would be closer to **\$5,342,709.24**.
4 The portion of Gross Fund allocated to Class Members' claims (\$2,3750,000) represents a
5 substantial 44.457% of this realistic recovery.

6 **Satellite's Defenses and Mitigating Factors**

7 51. Overall, Satellite raised a number of legitimate substantive arguments against the
8 Class Claims, which have the potential to substantially limit and/or potentially eviscerate the Class'
9 recovery. At the very least, these defenses would have resulted in substantial motion practice,
10 particularly on Satellite's challenges to class certification (especially of meal/rest break and wage
11 statements claims), along with Satellite's continued contention it never violated any applicable laws,
12 always appropriately compensated employees, and that any unfortunate violations which may have
13 occurred were not willful.

14 **Off-the-Clock Claims**

15 52. Plaintiffs' off-the-clock claims, face significant difficulties at certification and on the
16 merits. As established through formal and informal discovery and the Parties' pre-mediation
17 information exchange, Satellite employed facially valid timekeeping policies and sophisticated
18 timekeeping software that tracked employee time to the minute. Unsurprisingly, Class Counsel's
19 expert's analysis of the Class Members' time and payroll records did not reveal any uncompensated
20 off-the-clock time by the Class Members. Accordingly, Class Counsel determined that the
21 difficulties encountered by some of the named Plaintiffs were more likely than not the result of
22 failures to adhere to said policies at the individual branch level rather than a systemic, uniform
23 problem that would be ripe for class certification. In the absence of (a) significant off-the-clock time
24 demonstrable from Satellite's own records or (b) unlawful or non-existent policies from which
25 classwide off-the-clock time could be assumed, it would be difficult, if not impossible to obtain
26 certification.

1 53. Based upon the foregoing, if this matter were to proceed, the Class faced serious risk
2 that certification could be denied and there would be no recovery for the Class Members on their off-
3 the-clock claims.

4 Regular Rate Claims

5 54. Plaintiffs’ regular rate claims are likely to be certified as such claims generally
6 implicate certifiable issues. *Evans v. Wal-Mart Stores, Inc.* (C.D. Cal. 2019) 2019 WL 7169791 * 6-
7 7. To the extent Satellite asserted the bonuses and other items of compensation were in fact
8 discretionary and need not be included in “regular rate”, that merits defense would not impact
9 certifiability—that issue itself present a certifiable common question. *Id.* at * 6. Accordingly, I have
10 a high degree of confidence in these claims and the value they could provide to the class.

11 Meal and Rest Break Claims

12 55. Meal and rest break claims are traditionally difficult to certify. *Pittmon v. CACI Intl.*
13 (C.D. Cal. 2022) 2022 WL 4596554 * 7-8. Here, the claims focused on a) the denial of compliant
14 meal and rest breaks because of the Class Members’ busy schedules and b) the propriety of
15 Satellite’s 12-hour shift option. Through formal and informal discovery and the Parties’ pre-
16 mediation information exchange, Satellite established that it employed facially valid meal and rest
17 break policies and that it had paid out nearly \$1,400,000 in premiums to the Class Members during
18 the Class Period. Additionally, Satellite contended that its 12-hour shift option was lawful insofar as
19 it actually provided Class Members with *more* time for meal breaks than is mandated by law.
20 Accordingly, it was Satellite’s position that any allegations of “non-compliant” meal or rest breaks
21 would necessarily require individualized inquiries, such as whether the employee voluntarily chose
22 to forego the break, whether individual branch managers were failing to uphold Satellite’s policies,
23 and whether premiums had already been paid. The necessity for such individualized inquiries,
24 Satellite contended, would destroy commonality, cause individual issues to predominate, and render
25 class certification inappropriate or subject to attack on appeal. See e.g., *Ruiz v. Affinity Logistics*
26 *Corp.*, 2009 WL 648973 * 6 (S.D. Cal. 2009) (where individualized inquiries as to reason breaks
27 were not taken is required, certification may be improper).

1 56. In light of the foregoing, Class Counsel conclude there was cognizable risk of not
2 obtaining certification of the Class Members' meal and rest break claims. Additionally, even if
3 certification were to be obtained, the value of said claims would be reduced significantly as a result
4 of the nearly \$1,400,000 in premiums already paid by Satellite to Class Members during the Class
5 Period. Ultimately, Class Counsel believe that if litigation were to continue, the Class Members
6 would be in serious jeopardy of losing on their meal and rest break claims and receive nothing at all.

7 Wage Statement Claims

8 57. The certifiability of any derivative wage statement claims are tied to the certifiability
9 of the underlying claims and are thus subject to the risks outlined in the preceding sections. E.g.
10 *Dawson v. Hertz Transporting, Inc.* (C.D. Cal. 2018) 2018 WL 6112623 * 9; *Lampe v. Queen of the*
11 *Valley Med. Ctr.* (2018) 19 Cal.App.5th 832, 852. In addition, the derivative wage statement claim
12 is subject to the substantive challenge that requisite injury is lacking because of the wholly
13 derivative nature of the claims and the wage statements accurately outlined the amounts *actually*
14 *paid* to Class Members. *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1336-
15 1337. While I believe the derivative wage statement claims are viable because the wage statements
16 did not accurately reflect the wages actually earned (primarily due to the failure to accurately
17 calculate regular rate of pay), the case law presents a risk. *Castillo v. Bank of Am. Nat. Assn.* (C.D.
18 Cal. 2019) 2019 WL 7166055 * 8.

19 58. The stand-alone wage statement claim based on alleged violations of Labor Code
20 section 226(a)(9) because the wage statements do not accurately identify all applicable hourly rates
21 and the corresponding number of hours worked at each rate has a smoother path to certification, but
22 is unfortunately much less valuable.

23 59. Ultimately, Class Counsel find it likely that the wage statement claims could be
24 certified, but would face significant issues at the merits phase and that the most likely result would
25 be recovering penalties only for those wage statements that were rendered deficient because of the
26 easily provable regular rate problem and the standalone 226(a)(9) issue.

1 Waiting Time Penalty Claims

2 60. Because of the aforementioned violations, Plaintiffs alleged they were entitled to
3 waiting time penalties under Labor Code section 203. In addition to all of the defenses set forth
4 above, Satellite also argued that it acted in good faith and that its conduct was not willful such that
5 waiting time penalties would have been available under California Labor Code section 203. The
6 recency of changes to the law expanding liability of 203 penalties, including *Ferra v. Lowes*
7 *Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, further bolstered this argument. Since it was only
8 recently established that meal and rest period premiums constitute “wages” which are required to be
9 paid in full on separation, Satellite was expected to argue any failures to pay all wages could not
10 have been sufficiently “willful” to justify imposition of waiting time penalties. *Diaz v. Grill*
11 *Concepts Svcs., Inc.*, 23 Cal.App.5th 859, 868 (2d Dist. Cal. 2018) (holding that failure to pay is not
12 willful if there is uncertainty in the law or employer has good faith argument, based in law or fact,
13 that the wages were not due).

14 61. Because of the risks to the off-the-clock and meal and rest break claims, it is
15 reasonable to expect that any 203 penalties awarded would relate only to the regular rate claims and
16 therefore be substantially reduced.

17 Reimbursement Claims

18 62. Plaintiffs also alleged that Satellite failed to reimburse them for cell phone use.
19 Through formal and informal discovery and the Parties’ pre-mediation information exchange,
20 Satellite established that, throughout the entire Class Period, they employe facially valid
21 reimbursement policies and issued cell phones to a number of employees in select positions.

22 63. In light of the forgoing, and because of the individualized nature of the inquiry
23 required to determine why Class Members did not submit requests for reimbursement, Class Counsel
24 determined it was more likely than not that the Class Members would not prevail on this claim or
25 that their damages would be significantly reduced.

26 64. Considering all of the circumstances, and the inherent risks in further litigation that
27 would undoubtedly have included multi-pronged legal attacks, the Settlement—which is expected to
28 *actually provide* a cognizable average recovery of more than \$572.35 for each Class Members (even

1 after the deduction of payments to the LWDA, Administrator, Class Representatives, and attorneys’
2 fees and costs)—presents a fair, adequate, and reasonable result and the *most* viable avenue to
3 actually receiving monetary redress for the alleged misconduct of Satellite.

4 65. While I am confident that certification and success on the merits could have been
5 attained on some of the Class Members’ claims, continued litigation was guaranteed to be costly,
6 time consuming, and uncertain in outcome. Appellate proceedings would only further delay and
7 jeopardize recovery by Class Members. Shifting sentiment regarding PAGA claims add yet another
8 layer of concern to continued litigation. By contrast, the proposed Settlement ensures timely relief
9 and substantial recovery for the Class.

10 66. The Released Claims, as outlined in Paragraph 27 of the Settlement, were narrowly
11 tailored to track the factual allegations underlying the claims advanced on behalf of the Class
12 Members, are limited to the Class Period, and do not include a Civil Code section 1542 waiver.

13 **PAGA Penalty Exposure Calculations**

14 67. Satellite’s maximum exposure for civil penalties pursuant to the PAGA was estimated
15 to be \$6,175,000. This valuation assumed that PAGA civil penalties would be awarded at the
16 maximum rate per pay period in which there was an alleged violation during the PAGA Period, but
17 without stacking. It is also of note that only 25% of any PAGA recovery would be distributed to
18 Class Members who were employed during the PAGA Period.

19 68. Because of Satellite’s numerous defenses, because the amount of PAGA penalties
20 imposed is discretionary and often reduced significantly by courts, and because the propriety of
21 assessing a full violation for each and every pay period is unlikely, a steep discount of 90% or more
22 is appropriate, leaving \$617,500 as a realistic potential recovery for the PAGA claims.

23 69. The Settlement allocates \$50,000 to the resolution of PAGA claims for civil penalties.
24 SA ¶ 14. The Parties negotiated this amount in good faith, intending to serve the punitive and
25 deterrent purposes of the PAGA. This equates to approximately 0.8% of the maximum and 8% of
26 the realistic PAGA exposure, which is an appropriate resolution under the circumstances because the
27 punitive and deterrent purposes of the PAGA are being served by the substantial damages and
28 statutory penalties being paid to the Class in resolution of the substantive Class Claims. *Jennings v.*

1 *Open Door Marketing, LLC* (N.D. Cal. 2018) 2018 WL 4773057 *8-9 (approving PAGA recovery
2 of 0.6% of maximum); *Ahmed v. Beverly Health & Rehabilitation Svcs. (E.D. Cal. 2018) Inc.*, 2018
3 WL 746393 *10.

4 70. As set forth above, it is expected that average payment resulting from the settlement of
5 the PAGA claims during PAGA Period will be more than \$5.07. The PAGA allocation serves the
6 punitive and deterrent purposes of the statute, particularly considering the substantial amount
7 Satellite is also remitting directly to Class Members to resolve their claims. The propriety of the
8 allocation is underscored by the nature and inherent risks of further litigation, and the ability of the
9 Court to exercise its discretion to reduce any civil penalty amount imposed.

10 **The Notice and Notice Plan Comply with the CCP, CRC, and Satisfy Due Process**

11 71. On August 30, 2024, after it was processed through the National Change of Address
12 Database, the Court-approved Class Notice was mailed to each Class Member via First Class mail.
13 Of the 2,586 Class Notices mailed, just 124 were returned as undeliverable. After skip tracing, Class
14 Notices were re-mailed and only 28 remained undeliverable. Admin Dec. ¶ 5-8. This equates to a
15 stellar 98.92% of the Class having been successfully noticed.

16 72. Since the mailing of the court-approved Class Notice I have received numerous calls
17 from Class Members about the settlement in this matter. Not one of the Class Members I have spoken
18 with has indicated any opposition to or dissatisfaction with the terms of the Settlement, the proposed
19 Enhancement Payments to Plaintiffs, or the fees and costs of Class Counsel as set forth in the Class
20 notice.

21 73. As of the filing of Plaintiffs' Fees Motion, not one of the 2,586 Class Members have
22 objected in any way, to any degree, to the terms of the Settlement including Class Counsel's requested
23 award of fees and costs or Plaintiffs' requested Service Payments. Admin Dec. ¶ 10.

24 74. I solicited bids from several administrators and, after negotiating in an effort to obtain
25 the most reliable and cost-effective service possible, the Parties selected Atticus Administration, LLC
26 to serve as Administrator. Atticus sees \$22,718 for its services in administering the settlement.
27 Admin Dec. ¶ 16. I believe Atticus Administration, LLC's fee to be reasonable in relation to the size
28 of the class and the work to be performed.

1 **Notice to the Labor and Workforce Development Agency**

2 75. The LWDA has been apprised of the Settlement as required by law. Since preliminary
3 approval was granted, Plaintiffs' have also submitted the Court's Order Granting Plaintiffs' Motion
4 for Preliminary Approval of Class Action Settlement to the LWDA. See **Exhibit 3**. Plaintiffs' Fee
5 Motion and Motion for Final Approval will be submitted to the LWDA immediately after they are
6 filed. The LWDA has not commented upon or objected to the settlement of the PAGA claims.

7 **Plaintiff Has and Will Serve the Class Well**

8 76. Plaintiffs' interests in prosecuting this Class Action and obtaining the most beneficial
9 recovery possible fully comports with the collective interests of the Class Members. Plaintiffs
10 understand the claims and theories that are being advanced, have been involved through the litigation,
11 and have no conflicts with the other members of the Class they seek to represent. Plaintiffs were
12 subjected to the same unlawful policies, practices, and procedures, having been 1) underpaid because
13 of Satellite's failures to properly calculate and pay overtime and minimum wages (primarily because
14 of errors in calculating the regular rate of pay), 2) denied meal and rest periods and associated
15 premiums, 3) furnished inaccurate itemized wage statements, and 4) not timely paid all wages due
16 and owing upon separation. Were they not serving as Class Representatives, Plaintiffs would be
17 members of the Settlement Class. As such, Plaintiffs are uniquely positioned to understand and
18 represent the interests of every Settlement Class Member.

19 77. Plaintiffs have and are prepared to continue adequately representing the interests of the
20 Class Members. Plaintiffs demonstrated their commitment to prosecuting this Class Action on behalf
21 of the Class Members by, amongst other things, locating and retaining attorneys, participating in
22 discovery and investigation, filing the *Carralez* and *Soliman Class Actions* and willingly exposing
23 their names and reputations to detriment by filing the Class Action, and helping to facilitate the
24 Settlement for which approval is now sought, including participating in and being available
25 throughout the entire remote mediation process and subsequent settlement negotiations with respect
26 to the MOU and the long form settlement agreement.

1 78. A Google search of Plaintiffs' reveals—on the *first page of results*—that they have
2 been engaged in employment-related litigation against their former employer, information readily
3 available to any prospective employer. See **Exhibits 4, 5, and 6**.

4 79. Plaintiffs, who have worked diligently with Class Counsel throughout this entire
5 litigation, including taking numerous calls with Class Counsel, participating in responding to the
6 Parties' formal and informal information exchange, and participating in the mediation and settlement
7 negotiations, should be rewarded for taking the initiative to pursue these claims on behalf of their
8 former coworkers, and for their role in reaching a settlement providing for valuable monetary relief to
9 the Class.

10 80. Plaintiffs will apply for a Class / PAGA Representative Enhancement Payment in the
11 amount \$10,000 each, or a combined 1.23% of the Gorss Fund, in consideration for their service as
12 Class Representatives. I believe this to be fair, reasonable and appropriate.

13 81. Class Members have been apprised of Plaintiffs' request as well as their ability to
14 review their moving papers on the Administrator's website, and to object to said request if they so
15 desire. As of the filing of Plaintiffs' Fee Motion, not a single Class Member objected to the sought
16 Enhancement Payments. See Admin. Dec. ¶ 10.

17 **The Attorneys' Fees Sought by Class Counsel are Reasonable and Should be Approved**

18 82. Plaintiffs seek an attorneys' fees award of one-third of the \$2,425,000 Settlement, or
19 \$808,333.33. Based upon my experience, as well as my review of fee awards in similar class and
20 representative actions, the requested fee request is reasonable under the circumstances and is
21 consistent with recent Federal and California court awards in similar wage and hour class settlements.

22 83. Litigating large employment class and representative actions is neither appealing to, nor
23 realistic for many lawyers and law firms. The law is constantly changing and a single ruling or
24 legislative change can devastate a case. See e.g., *Epic Systems Corp. v. Lewis*, 138 S.Ct. 1612 (2018)
25 and Assembly Bill No. 1506. Plaintiff's lawyers undertake the obligation to finance the litigation and
26 bear significant risk in the event of an unsuccessful outcome, at trial or otherwise. This case was taken
27 on a contingency basis with the possibility that plaintiffs' counsel would receive no compensation
28

1 whatsoever for our efforts. The potential costs that must be advanced in wage and hour class and
2 representative actions like this one are substantial.

3 84. Representing employees in class and representative actions also requires specialized
4 skill and the willingness to take assume the aforementioned risks. As set forth below and in the
5 declaration our of our Co-Counsel, James Hawkins APLC, Class Counsel have extensive experience in
6 employment class and representative actions.

7 85. In standard, single-plaintiff wage-and-hour cases, Mayall Hurley, P.C. routinely
8 charges a contingent fee at or above one-third of the gross recovery. Therefore, had we negotiated
9 individual retainer agreements with the Class Members in this action, we would have expected equal
10 to or more than we are presently requesting attorneys' fees.

11 86. Throughout the litigation of this case, Class Counsel worked tirelessly and without
12 compensation (or any promise of compensation) to achieve the Settlement reached. Work performed
13 on this matter necessarily required Mayall Hurley P.C. to forego other profitable work.

14 87. At all times during the pendency of this action, Mayall Hurley, P.C., has operated under
15 a computerized billing system. On all cases, including this case, attorneys and paralegals entered their
16 time worked on the case contemporaneously with the work done. Each billing entry is identified by
17 the initials of the timekeeper performing the work, the date the work was performed, a description of
18 the word performed, the time worked, the assigned hourly rate for the timekeeper, and the total value
19 of the work performed. Attached as **Exhibit 7** is the consolidated billing record of Mayall Hurley,
20 P.C. generated by the timekeepers working on this case. These records accurately reflect the hours our
21 attorneys and paralegals have worked on this case, during which we sought to efficiently manage,
22 staff, assign, and divide the work between our respective attorneys and to avoid duplication of effort.
23 All of these hours worked were reasonably and necessarily expended on this litigation.

24 88. The hourly rates of individual attorneys vary depending upon his or her level of
25 experience, with more experienced attorneys billed at higher rates. The customary hourly rate my
26 office charges in plaintiff's employment class action cases ranges from \$473/hr (for an associate
27 specializing in employment litigation) to \$1,141/hr (for a senior partner with over 40 years of
28 experience), are commensurate with the rates of practitioners with similar experience in plaintiffs'

wage-and-hour class actions within the California legal market, and have also been approved by numerous federal and state courts across the state.⁶

89. As of the filing of Plaintiffs' Motion, Mayall Hurley, P.C.'s attorneys have worked in excess of 358.85 hours in prosecuting this case. The result is a lodestar of more than \$338,700. The lodestar is summarized in the chart below:

<u>Timekeeper</u>	<u>Experience</u>	<u>Rate/Hour</u>	<u>Hours</u>	<u>Total</u>
Nicholas F. Scardigli (Shareholder)	2007	\$948	21.60	\$20,476.80
Jenny D. Baysinger (Shareholder)	2007	\$997	3.25	\$3,081.00
Robert Wasserman (Shareholder)	2008	\$948	318.70	\$300,721.60
Vladimir J. Kozina (Shareholder)	2012	\$948	15.30	\$14,504.10
Total:			358.85	\$338,783.80

⁶ *Ali v. Sutter Gould Medical Foundation, Inc.*, Sacramento County Superior Court Case No. 34-2017-00217486, Order Granting Final Approval of Class Action Settlement, May 30, 2019 (approving fee request at rates based upon the Laffey Matrix and with multiplier of more than 1.5); *Pacheco v. Bushfire Grill, Inc.*, United States District Court, Southern District of California Case No. 3:18-CV-01696-JAH-WVG, Order Granting Final Approval of Class Action Settlement and Granting Motion for Attorneys' Fees, Costs and Service Payment (awarding 33 1/3% of common fund based on similar rates); *Grady and Duran v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2017-13867, Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, May 29, 2019, (approving fee request at identical rates based upon the Laffey Matrix); *Kumar v. Forty Niners Stadium Management Company, LLC*, Santa Clara County Superior Court, Case No. 17CV3121427, Order Granting Final Approval of Class Action Settlement, Fees and Costs of Class Counsel, Service Payment to Class Representative, Settlement Administration Costs, and Entering Final Judgment, March 29, 2019 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Smith v. Wal-Mart Stores, Inc.*, United States District Court, Northern District, Case No. 3:16-cv-02832-JD, Order of Final Approval of Class Action Settlement and Judgment, Dkt. No. 86 filed September 21, 2018 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States District Court of California, Eastern District, Case No. 2:16-1747-WBS-KJN, Memorandum and Order RE: Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment, Dkt. No. 49, April 25, 2018 (approving fee request of one-third of the common fund at nearly identical rates based upon the Laffey Matrix); *Hugues v. The Morning Star Trucking Company, LLC*, Yolo County Superior Court Case No. CV-1215, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Final Judgment, August 3, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding multiplier of 1.407); *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BV592580, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Entering Final Judgment, August 7, 2017 (approving fee request of one-third at nearly identical rates based on the Laffey Matrix) and; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx), Order Granting Plaintiff's Motions for Final Approval of the Settlement Agreement and for Attorney Fees, Costs, and Service Payment, Docket No. 34, June 26, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding a multiplier of 1.44).

1 90. Our Co-Counsel, James Hawkins ALPC, have also incurred attorneys' fees of
2 \$165,000, litigating this case on behalf of the class. See Declaration of Draper ¶ 22).

3 91. Combined, Class Counsel have expended 613.85 hours and incurred attorneys' fees of
4 \$504,483.80 litigating this case.

5 92. I anticipate Mayall Hurley P.C. and our Co-Counsel will incur several thousand dollars
6 of additional attorneys' fees in representing the Class through final judgment in this matter. This will
7 include, but not be limited to, fielding additional Class inquires, attending the Final Approval Hearing,
8 preparing for and attending a final compliance hearing, and overseeing administration of the
9 Settlement.

10 93. Class Members have been apprised of Plaintiffs' request as well as their ability to
11 review their moving papers on the Administrator's website, and to object to their request if they so
12 desire. As of the filing of Plaintiff's Fee Motion, not a single Class Member objected to the attorneys'
13 fees sought by Class Counsel. See Admin. Dec. ¶ 10.

14 **The Litigation Costs Sought by Class Counsel are Reasonable**

15 94. To date, Mayall Hurley P.C. has incurred actual costs of \$26,664.13. These costs
16 include including filing fees, process server fees, court reporter fees, postage, computerized legal
17 research charges, mediators' fees and expert fees, etc. All of these costs were necessarily incurred in
18 the efficient but diligent prosecution of this action. (**Exhibit 7**; Pgs. 20-21). These entries were
19 contemporaneously entered by staff members responsible for recording the same. Mayall Hurley P.C.
20 has kept contemporaneous and accurate costs records, receipts and invoices, and will readily produce
21 them to the Court, if ordered to do so.

22 95. Our Co-Counsel, James Hawkins ALPC, have also incurred costs of \$3,850.12
23 litigating this case on behalf of the class. (See Declaration of Draper ¶ 21, Ex. 1).

24 96. Combined, Class Counsel have incurred \$30,514.25 in actual costs litigating this case.
25 That figure is \$4,485.75 less than the \$35,000 originally sought by Class Counsel.

26 97. Class Members have been apprised of Plaintiffs' request as well as their ability to
27 review their moving papers on the Administrator's website, and to object to their request if they so
28

1 desire. As of the filing of Plaintiff's Fee Motion, not a single Class Member objected to the costs
2 sought by Class Counsel. See Admin. Dec. ¶ 11.

3 **Experience of Class Counsel**

4 98. I received a B.A. from the University of California San Diego in June 2005. In
5 December 2007, I received a J.D. from Thomas Jefferson School of Law. In 2008, I became a
6 member of the State Bar of California. In 2013, I became a member of the State Bar of Illinois. I
7 have been an attorney with Mayall Hurley P.C. since 2008. I became a Shareholder in 2014. I served
8 as the firm's Director of Human Resources from July 2015 through July 2020. Since that time, I have
9 served as the Firm's Director of Marketing. I have practiced almost exclusively plaintiffs'
10 employment litigation for more than 10 years. I have been selected as a "Rising Star" by Super
11 Lawyers Magazine, recognizing the top 2.5 percent of California attorneys, every year since 2016.

12 99. My law firm, Mayall Hurley P.C., primarily through attorneys Nicholas F. Scardigli,
13 Jenny Baysinger, and myself, has pursued this action aggressively, and many other similar class,
14 collective, and representative actions. For instance, Mayall Hurley P.C. has recently been approved
15 as class counsel in *Kalaveras v. NCR Corporation*, Contra Costa County Superior Court Case No.
16 C20-01186; *Smith v. DI Logistics, Inc., et al*, San Bernardino County Superior Court Case No.
17 CIVDS2011469; *Gonzalez v. Xtreme Manufacturing, LLC*, Eastern District of California Case No.
18 2:20-cv-03734-PSG-AGR; *Markson, et al. v. CRST International, Inc., et al*, Central District of
19 California Case No. 5:17-cv-01261-SB; *Espinoza/Renteria v. Love's Country Stores, Inc.*, San
20 Bernardino County Superior Court Case No. CIVDS2016581; *Rodriguez v. Allen Distribution, L.P.*,
21 San Joaquin County Superior Court Case No. STK-CV-UOE-2020-000; *McGee v. Brosnan Risk West*
22 *Coast*, San Mateo County Superior Court Case No. 19-CV-04464; *Botti v. SAFE Credit Union*,
23 Sacramento County Superior Court Case No. 34-2019-00261736; *Mediodia v. SoCal Jet Services,*
24 *Inc.*, Los Angeles County Superior Court Case No. 18STCCV09751; *Flores v. Dart Container Corp.,*
25 *et al*, Eastern District of California Case No. 2:19-cv-00083-WBS-EFB; *Rodriguez v. J-M*
26 *Manufacturing, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-6065; *Arata*
27 *v. Cozad Trailer Sales, LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2020-
28 1774; *Modica v. Iron Mountain Information Management Svcs., Inc.*, United States District Court,

1 Eastern District of California Case No. 2:19-cv-00370-TLN-JDP; *Magee v. Thyssenkrupp Materials,*
2 *N.A., et al.*, Alameda County Superior Court Case No. RG19027231; *Basinger v. Il Palio Restaurant*
3 *Group, Inc.*, San Diego County Superior Court Case No. 37-2018-00004296-CU-OE-CTL; *Pacheco*
4 *v. Bushfire Grill, Inc., et al*, United States District Court, Southern District of California, Case No.
5 3:18-cv-01696-JAH-WVG; *Wise v. ULTA Salon, Cosmetics & Fragrance, Inc.*, United States District
6 Court, Eastern District of California, Case No. 1:17-cv-00853-DAD-EPG; *Fernando and Kalaveras*
7 *v. Burroughs, Inc.*, Alameda County Superior Court, Case No. RG18906875; *Mansur v. Owens-*
8 *Brockway Glass Container, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOW-
9 2018-14631; *Alderson v. Alameda County Agricultural Fair Association*, Alameda County Superior
10 Court, Case No. RG18912654; *Terry v. Mare Island Dry Dock, LLC*, Solano County Superior Court,
11 Case No. FCS051650; *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San
12 Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476; *Escalera v. La Tapatia Mexican*
13 *Market, Inc.*, San Joaquin County Superior Court, Case No., ST-CV-UOE-2017-5296; *Garcia, et al.*
14 *v. HMS Host USA, Inc.*, United States District Court, Northern District of California, Case No. 17-cv-
15 03069-RS; *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court, Case
16 No. 34-2017-00217486; *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County
17 Case No. STK-CV-UOE-2017-13867; *Kumar v. Forty Niners Stadium Management Company*, Santa
18 Clara County Superior Court, Case No. 17CV3121427; *Gast v. Flooring Liquidators, Inc.*, Stanislaus
19 County Superior Court, Case No. 2026223; *Russell v. KeHe Distributors, Inc.*, United States District
20 Court, Eastern District of California, Case No. 2:17-at-00592; *Smith v. Wal-Mart Stores, Inc. et al.*,
21 United States District Court, Northern District of California, Case No. 3:16-cv-02832-JD; *Titus v. The*
22 *Martin-Brower, LLC*, United States District Court, Eastern District of California, Case No. 2:17-cv-
23 00558-JAM-GGH; *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County
24 Superior Court Case No. CV16-1215; *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et*
25 *al.*, United States District Court, Eastern District of California, Case No. 2:16-cv-01747-WBS-KJN;
26 *Guzman-Padilla, et al. v. Gerard Van De Pol, et al.*, United States District Court, Eastern District of
27 California, Case No. 2:17-cv-00196-JAM-KJN; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*,
28 United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx);

1 *Stevens v. Suncrest Solar, Inc.*, Fresno County Superior Court, Case No. 16CECG03355; *Cardoza v.*
2 *Blazona Concrete Construction, Inc.*, Alameda County Superior Court Case No. RG17866256;
3 *Maasrani v. Waterton Hospitality Management*, San Mateo County Superior Court, Case No.
4 17CIV05470; *Huynh v. Parker-Hannifin Corporation*, Stanislaus County Superior Court, Case No.
5 2022325; *Moser v. O'Connor Woods Housing Corporation*, San Joaquin County Superior Court,
6 Case No. STK-CV-UOE-2014-0009861; *Bastami v. Semiconductor Components Industries, LLC*,
7 Santa Clara County Superior Court, Case No. 16cv297447; *Davis v. Balfour Beatty Infrastructure,*
8 *Inc.*, Los Angeles County Superior Court, Case No. BC592580; *Van Lith v. iHeartmedia +*
9 *Entertainment, Inc. et al.*, United States District Court, Eastern District of California, Case No. 1-16-
10 cv-00066-SKO; *Clark v. Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-CV-
11 UOE-2016-6457, and *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No.
12 FCS046149, all wage-and-hour class actions with claims similar to the instant matter. Not including
13 this matter, we have several other wage-and-hour class actions currently pending final approval in
14 which we have been preliminarily approved as class counsel. My law firm and I have also
15 represented plaintiffs in numerous representative employment actions, settlements in which have
16 been approved by multiple California and federal courts, and are currently prosecuting dozens more.

17 100. Mayall Hurley, P.C. has also obtained class and/or conditional certification (outside of
18 the settlement context) in a number of cases, including *Liu v. QNAP, Inc.*, Los Angeles County
19 Superior Court Case No. 19PSCV00668; *Bice v. Vensure HR, Inc., et al.*, San Joaquin County
20 Superior Court, Case No. STK-CU-UOE-2016-1264; *Perez et al. v. Abbate Family Farms Limited*
21 *Partnership et al.*, San Joaquin County Superior Court, Case No. 39-2012-00288653-CU-OE-STK,
22 *Wilk v. Skechers U.S.A., Inc.*, United States District court, Central District of California, Case No. 5-
23 18-CV-01921-JGB-SP; *Titus v. Paramount Equity Mortgage, LLC*, United States District Court,
24 Eastern District of California, Case No. 2:17-cv-00349-MCE-KJN; and *Solati v. RPM Mortgage,*
25 *LLC*, Solano County Superior Court Case No. FCS048401.

26 101. I am also currently lead counsel or co-lead counsel in more than 15 employment class
27 action cases and a handful of PAGA representative cases.

28 I declare under penalty of perjury under the laws of the State of California that the foregoing

1 is true and correct. Executed on December 10, 2024, in Lodi, California.

2
3
4 

5 Robert J. Wassermann

EXHIBIT 1

MAYALL HURLEY P.C.
ROBERT J. WASSERMANN (SBN: 258538)
rwassermann@mayalllaw.com
NICHOLAS F. SCARDIGLI (SBN: 249947)
nscardigli@mayalllaw.com
112 S Church St.
Lodi, CA 95240
Telephone: (209) 477-3833
Website: www.mayalllaw.com

JAMES HAWKINS APLC
James R. Hawkings (SBN: 192925)
Isandra Fernandez (SBN: 220482)
Anthony Draper (SBN: 344391)
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7800

Attorneys for Plaintiff Tiffany Soliman, Maria Carralez, Eugene Bautista and the Putative Class

EPSTEIN BECKER & GREEN, P.C.
Michael S. Kun (SBN: 208684)
mkun@ebglaw.com
Kevin D. Sullivan (SBN: 270343)
ksullivan@ebglaw.com
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Telephone: (310) 556-8861

Attorneys for Defendant Satellite Healthcare, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

TIFFANY SOLIMAN, MARIA CARRALEZ, and
EUGENE BAUTISTA, on behalf of themselves
and all other similarly situated,

Plaintiff,

vs.

SATELLITE HEALTHCARE, INC.; and DOES
1-100, inclusive,

Defendants.

Case No. 21CV38721

JOINT STIPULATION FOR
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE

1 **JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION**
2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs
5 Tiffany Soliman, Maria Carralez, and Eugene Bautista, individually, on behalf of all others
6 similarly situated, and as proxy for the LWDA, and Defendant Satellite Healthcare, Inc.
7 (“Satellite” or “Defendant”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions
10 contained elsewhere in this Settlement Agreement will also be effective:

- 11 1. “*Soliman Action*” means *Soliman, et al. v. Satellite Healthcare, Inc.*, Santa Clara
12 County Superior Court case number 21CV387218, including the amendments
13 contemplated by paragraph 66 of this Settlement Agreement.
- 14 2. “*Carralez Action*” means *Carralez, et al. v. Satellite Healthcare, Inc.*, United
15 States District Court, Eastern District of California case number 2:22-CV-01613-KJM-
16 DB.
- 17 3. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
18 Class Counsel’s litigation and resolution of the *Soliman Action* and the class claims
19 asserted *Carralez Action*, and all Court approved costs incurred and to be incurred by
20 Class Counsel in the *Soliman Action* and the *Carralez Action*, including but not limited
21 to, costs associated with documenting the Settlement, providing any notices to
22 governmental agencies required as part of the Settlement or Court Order, securing the
23 Court’s approval of the Settlement, administering the Settlement, obtaining entry of a
24 Judgment terminating the *Soliman Action*, and expenses for any experts. Class Counsel
25 will request attorneys’ fees not in excess of one-third (1/3) of the Gross Fund, or Eight
26 Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three
27 (\$808,333.33). Class Counsel will request costs not in excess of Thirty-Five Thousand
28 Dollars (\$35,000), to be deducted from the Gross Fund.

1 4. "Class Counsel" means Mayall Hurley P.C. and James Hawkins ALPC

2 5. "Class List" means a complete list of all Class Members that Defendant will
3 diligently and in good faith compile from its records and provide to the Settlement
4 Administrator within fifteen (15) calendar days after Preliminary Approval of this
5 Settlement. The Class List will be formatted in Microsoft Office Excel and will include
6 each Class Member's full name; most recent mailing address; Social Security number;
7 dates of employment in class positions; the respective number of Workweeks that each
8 Class Member worked during the Class Period in class positions; and any other relevant
9 information needed to calculate settlement payments.

10 6. "Class Member" or "Settlement Class" means all current and former non-exempt
11 California employees of Defendant who worked during the Class Period.

12 7. "Class Period" means April 21, 2020, through September 6, 2023.

13 8. "Class / PAGA Representative Enhancement Payment" means the amount to be
14 paid to Plaintiffs in the *Soliman* Action in recognition of their effort and work in
15 prosecuting the *Soliman* Action on behalf of Class Members, and for thier general
16 releases of claims. Subject to the Court granting final approval of this Settlement
17 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request
18 Court approval of Class / PAGA Representative Enhancement Payment of Ten
19 Thousand Dollars (\$10,000) each.

20 9. "Court" means the California Superior Court for the County of Santa Clara
21 County.

22 10. "Defendant" means Satellite Healthcare, Inc.

23 11. "Effective Date" is a condition of performance of the obligations under this
24 Settlement. The "Effective Date" of this Settlement shall mean the first court date after
25 both of the following have occurred: (i) approval of this settlement is granted by the
26 Court, and (ii) judgment approving this settlement becomes Final. "Final," as used in
27 the definition of Effective Date, shall mean the latest of: (i) if there is an appeal of the
28 Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of

1 such appeal, or the expiration of the time to file a petition for certiorari in the United
2 States Supreme Court petition or a petition for review in the California Supreme Court,
3 as applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the
4 date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the
5 expiration date of the time for filing or noticing any appeal from the judgment, i.e., 61
6 days following notice of entry of judgment.

7 12. "Gross Fund" means the agreed amount of Two Million Four Hundred Twenty-
8 Five Thousand Dollars (\$2,425,000), to be paid by Defendant in full satisfaction of all
9 Released Claims arising from the *Soliman* Action, which includes all Individual
10 Settlement Payments to Participating Class Members, Attorneys' Fees and Costs to
11 Class Counsel, the Class / PAGA Representative Enhancement Payment to Plaintiffs, the
12 Labor and Workforce Development Agency Payment, and Settlement Administration
13 Costs to the Settlement Administrator. This Gross Fund has been agreed to by Plaintiffs
14 and Defendant based on the aggregation of the agreed-upon settlement value of
15 individual claims in the *Soliman* Action. Subject to any potential increase under
16 paragraph 51 below, in no event will Defendant be liable for more than the Gross Fund
17 with respect to the Released Claims of Participating Class Members. There will be no
18 reversion of the Gross Fund to Defendant. Defendant will be separately responsible for
19 any employer payroll taxes required by law, which shall not be paid from the Gross
20 Fund.

21 13. "Individual Settlement Payment" means each Participating Class Member's
22 respective share of the Net Settlement Amount.

23 14. "Labor and Workforce Development Agency Payment" means the amount that
24 the Parties have agreed to pay to the Labor and Workforce Development Agency
25 ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004
26 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") out of the PAGA Settlement Amount. The
27 Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Gross Fund will
28 constitute the PAGA Allocation and be remitted in consideration for the resolution of

1 Class Members' claims arising under PAGA during the PAGA Period. Pursuant to
2 PAGA, Seventy-Five Percent (75%) of the PAGA Settlement Amount, or \$37,500, will
3 constitute the Labor and Workforce Development Agency Payment and Twenty-Five
4 Percent (25%) of the PAGA Settlement Amount, or \$12,500, will constitute the Net
5 PAGA Settlement Amount to be paid to Class Members.

6 15. "Net Settlement Amount" means the portion of the Gross Fund remaining after
7 deducting the Attorneys' Fees and Costs, the Class / PAGA Representative
8 Enhancement Payments, the Labor and Workforce Development Agency Payment, and
9 Settlement Administration Costs. The Net Settlement Amount will be distributed to
10 Participating Class Members. There will be no reversion of the Net Settlement Amount
11 to Defendant if any funds cannot be distributed.

12 16. "Net Class Settlement Amount" means the portion of the Gross Fund remaining
13 after deducting the Attorneys' Fees and Costs, the Class / PAGA Representative
14 Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration
15 Costs. The Net Class Settlement Amount will be distributed to Participating Class
16 Members. There will be no reversion of the Net Class Settlement Amount to Defendant
17 if any funds cannot be distributed.

18 17. "Net PAGA Settlement Amount" refers to the 25% portion of the PAGA
19 Settlement Amount available for distribution to Class Members who worked during the
20 PAGA Period, regardless of whether he/she is a Participating Class Member. There will
21 be no reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot
22 be distributed.

23 18. "Notice of Objection" means a Class Member's valid and timely written
24 objection to the Settlement Agreement. For the Notice of Objection to be valid, it should
25 include: (i) the objector's full name, signature, address, and telephone number, (ii) a
26 written statement of all grounds for the objection accompanied by any legal support for
27 such objection; and (iii) copies of any papers, briefs, or other documents upon which the
28 objection is based, if any documents are a basis of the objection.

19. “Notice Packet” or “Class Notice” means the Notice of Class and PAGA Representative Action Settlement, substantially in the form attached as **Exhibit A**.

20. “PAGA Claims” shall refer to claims for the imposition of civil penalties pursuant to the PAGA arising out of alleged violations of the California Labor Code and/or wage orders as outlined in the Released Claims committed against Class Members during the PAGA Period.

21. “PAGA Settlement Amount” shall refer to the amount the Parties have agreed to allocate to the resolution of PAGA Claims during the PAGA Period. The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Gross Fund will constitute the PAGA Settlement Amount.

22. “PAGA Period” is the period of time from September 29, 2020, through September 6, 2023.

23. “Parties” means Plaintiffs and Defendant collectively.

24. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion and are thus entitled to a share of the Net Class Settlement Amount.

25. “Plaintiffs” means Tiffany Soliman, Maria Carralez, and Eugene Bautista.

26. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

27. “Released Claims” means all claims, rights, demands, liabilities, and causes of action, for, failure to pay all minimum wage and overtime, to provide meal and rest breaks and to provide meal and rest break premiums at the correct rates of pay, to reimburse business expenses, to compensate for all paid sick leave at the correct rate of pay, to provide accurate itemized wage statements, and waiting time penalties, arising under Labor Code sections 201-203, 204, , 226, 226.7, 246, 510, 510, 512, 558, 1182.12 *et seq.*, 1194, 1197, 1198, 1199, 2698 *et seq.*, and 2802 and the applicable California wage orders, as well as any and all corresponding claims that could have been brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. sections 201, *et seq.* based on

1 the facts alleged in the complaint and in accordance with *Rangel v. PLS Check Cashers*
2 *of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out release of
3 California state law claims was *res judicata* against FLSA claims “which were direct
4 federal law counterparts to the state law claims settled”), as well as unfair business
5 practices and imposition of PAGA civil penalties during the PAGA Period based upon
6 the same, and any claims that were alleged in the pleadings or the LWDA letters or that
7 could have been alleged based on the facts asserted in the pleadings or the LWDA letters
8 during the relevant Release Period (April 21, 2020, through September 6, 2023).

9 28. “Released PAGA Claims” means all claims, rights, demands, liabilities, and
10 causes of action, for civil penalties based upon the failure to pay all minimum wage and
11 overtime, to provide meal and rest breaks and to provide meal and rest break premiums
12 at the correct rates of pay, to reimburse business expenses, to compensate for all paid
13 sick leave at the correct rate of pay, to provide accurate itemized wage statements, and
14 waiting time penalties, arising under Labor Code sections 201-203, 204, 210, 226, 226.7,
15 246.5, 510, 512, 558, 1182.12 *et seq.*, 1194, 1197, 1198, 1199, 2698 *et seq.*, and 2802
16 and the applicable California wage orders, and any claims that were alleged in the
17 pleadings or the LWDA letters or that could have been alleged based on the facts
18 asserted in the pleadings or LWDA letters during the PAGA Period (September 29, 2020
19 through September 6, 2023).

20 29. “Released Parties” means Defendant and each of its former and present parents,
21 subsidiaries, divisions, successors in interest, predecessors in interest, and affiliated
22 corporations and entities and each of their respective former and present officers,
23 directors, employees, partners, shareholders, principals, agents, attorneys, insurers, and
24 any other assigns or legal representatives.

25 30. “Release Period” means April 21, 2020, through September 6, 2023.

26 31. “Request for Exclusion” means a timely letter submitted by a Class Member
27 indicating a request to be excluded from the non-PAGA portion of the Settlement. The
28 Request for Exclusion must: (i) set forth the name, address, telephone number and last

four digits of the Social Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

32. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection or workweek disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

33. "Settlement Administration Costs" means the costs payable from the Gross Fund to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Fund, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Fund.

34. "Settlement Administrator" or "Administrator" means the third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. "Workweeks" means each full or partial week that each Class Member during the Class Period worked for Defendant in a class position. All Class Members will be credited with at least one Workweek.

TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

1 36. Funding of the Gross Fund. Defendant will send a one-time check or wire
2 transfer in the amount of the Gross Fund of Two Million Four Hundred Twenty-Five
3 Thousand Dollars (\$2,425,000) to the Settlement Administrator, which will be deposited
4 into a Qualified Settlement Account to be established by the Settlement Administrator.
5 Defendant will pay the employer's share of payroll taxes separately. After the Effective
6 Date, the Gross Fund will be used for: (i) Individual Settlement Payments; (ii) the Labor
7 and Workforce Development Agency Payment; (iii) the Class Representative
8 Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement
9 Administration Costs. Defendant will fund the Gross Fund within ten (10) days of the
10 Effective Date. Defendant shall submit any additional payroll taxes within ten (10) days
11 following calculations from the Settlement Administrator.

12 37. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees
13 and Costs of not more than one-third of the Gross Fund, or Eight Hundred Eight
14 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (808,333.33),
15 plus the reimbursement of costs and expenses associated with Class Counsel's litigation
16 and settlement of the *Soliman* Action and the *Carralez* Action, not to exceed Thirty-Five
17 Thousand Dollars (\$35,000), both of which will be paid from the Gross Fund. These
18 amounts satisfy all of the claims for attorney's fees and costs in the *Soliman* Action and
19 the *Carralez* Action. A reduction in these amounts by the Court is not grounds to void
20 the Agreement.

21 38. Class / PAGA Representative Enhancement Payments. In exchange for a general
22 and complete release, and in recognition of their efforts and work in prosecuting the
23 *Soliman* Action and the *Carralez* Action on behalf of Class Members, Defendant agrees
24 not to oppose or impede any application or motion for a Class / PAGA Representative
25 Enhancement Payments of Ten Thousand Dollars (\$10,000) for each named Plaintiff. A
26 reduction in this amount by the Court is not grounds to void the Agreement. The Class /
27 PAGA Representative Enhancement Payments will be paid from the Gross Fund and
28 will be in addition to any Individual Settlement Payment Plaintiffs may be entitled to

1 pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any
2 and all applicable taxes on the Class / PAGA Representative Enhancement Payments.

3 39. Settlement Administration Costs. The Settlement Administrator will be paid for
4 the reasonable costs of administration of the Settlement and distribution of payments
5 from the Gross Fund, which shall not exceed Twenty-Five Thousand Dollars (\$25,000).
6 These costs, which will be paid from the Gross Fund, will include, *inter alia*, the
7 required tax reporting on the Individual Settlement Payments, the issuing of 1099 and
8 W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross
9 Fund, establishing and maintaining a settlement website in the manner described below,
10 and providing necessary reports and declarations.

11 40. Creation and Maintenance of Website.

12 Within 10 calendar days of its receipt of the Class List, the Settlement Administrator
13 shall initiate an information-only website in conjunction with its administration of the
14 Settlement. The Settlement Administrator's website will (i) provide notice of and
15 information about the Settlement to Class Members, and (ii) allow Class Members to
16 view the Settlement Agreement, Order of Preliminary Approval, Motion for Final
17 Approval, Motion for Attorneys' Fees, Costs and Services Payment, and Order of Final
18 Approval as each is filed with or by the Court. The domain name used for the
19 Settlement Administrator's website will be subject to the Parties' reasonable approval.
20 The Settlement Administrator shall take down the website within 10 calendar days
21 following the Court's Order of Final Approval, unless the Court orders otherwise.

22 41. PAGA Settlement Amount and Distribution. Subject to Court approval, the
23 Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Gross Fund
24 will be designated for satisfaction of civil penalties arising out of the PAGA Claims
25 during the PAGA Period. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-
26 Two Thousand Five Hundred Dollars (\$42,500), of this sum will be paid to the LWDA
27 and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500,
28 will constitute the Net PAGA Settlement Amount and will be paid to Class Members

1 who worked within the PAGA Period (regardless of whether they object to or are
2 excluded from the non-PAGA portion of the Settlement) on a pro-rata basis.

3 42. Net Class Settlement Amount. The entire Net Class Settlement Amount will be
4 distributed to Participating Class Members. No portion of the Net Class Settlement
5 Amount will revert or be retained by Defendant.

6 43. Individual Settlement Payment Calculations. Individual Settlement Payments
7 will be calculated and apportioned from the Net Class Settlement Amount based on the
8 number of Workweeks a Participating Class Member worked during the Class Period.
9 Specific calculations of Individual Settlement Payments will be made as follows:

10 43(a) The Settlement Administrator will calculate the total number of
11 Workweeks worked by each Participating Class Member during each relevant
12 Class Period and the aggregate total number of Workweeks worked by all
13 Participating Class Members during the relevant Class Period.

14 43(b) To determine each Participating Class Member's share of the Net
15 Class Settlement Amount, the Settlement Administrator will use the following
16 formula: The Net Class Settlement Amount allocated to the Class Members will
17 be divided by the aggregate total number of Workweeks worked by each
18 Participating Class Member during the relevant Class Period, resulting in the
19 "Workweek Value."

20 43(c) Each Participating Class Member's share of the Net Class Settlement
21 Amount will be calculated by multiplying each individual Participating Class
22 Member's total number of Workweeks by the Workweek Value. Participating
23 Class Members whose employment with Defendant ended on or before
24 preliminary approval will each receive credit for an additional 10 Workweeks to
25 compensate them for waiting time penalties. All Class Members who were
26 employed during the PAGA Period will also receive a pro rata share of the
27 \$12,500 Net PAGA Settlement Amount. The Individual Settlement Payment
28 will be reduced by any required deductions for each Participating Class Member

as specifically set forth herein, including employee-side tax withholdings or deductions.

43(d) The entire Net Settlement Amount will be disbursed to Participating Class Members as set forth above.

44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

45. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

46. Delivery of the Class List. Within Ten (10) days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

47. Notice by First-Class U.S. Mail. Within ten (10) days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List as updated by the process in Paragraph 46, below.

48. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no

1 forwarding address is provided, the Settlement Administrator will promptly attempt to
2 determine the correct address using a skip-trace, or other search using the name, address
3 and/or Social Security number of the Class Member involved, and will then perform a
4 single re-mailing. Those Class Members who receive a re-mailed Notice Packet,
5 whether by skip-trace or by request, will have between the later of (i) an additional ten
6 (10) calendar days from the re-mailing or (ii) the Response Deadline to submit a Request
7 for Exclusion or an objection to the Settlement.

8 49. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
9 Packet will provide: (i) information regarding the nature of the *Soliman* Action; (ii) a
10 summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv)
11 the total number of Workweeks the Class Member worked for Defendant during the
12 Class Period; (v) each Class Member's estimated Individual Settlement Payment and the
13 formula for calculating Individual Settlement Payments; (vi) the dates which comprise
14 the Class Period; (vii) instructions on how to submit Requests for Exclusion, Notices of
15 Objection or Workweek disputes; (viii) the deadlines by which the Class Member must
16 postmark or fax Request for Exclusions, Notices of Objection or Workweek disputes;
17 and (ix) the claims to be released.

18 50. Disputed Information on Notice Packets. Class Members will have an
19 opportunity to dispute the Workweek information provided in their Notice Packets. To
20 the extent Class Members dispute their employment dates or the number of Workweeks
21 on record, Class Members may produce evidence to the Settlement Administrator
22 showing that such information is inaccurate. The Settlement Administrator will decide
23 the dispute. Defendant's records will be presumed correct, but the Settlement
24 Administrator will evaluate the evidence submitted by the Class Member and will make
25 the final decision as to the merits of the dispute. All disputes will be decided within five
26 (5) business days of the Response Deadline.

27 51. Defective Submissions. If a Class Member's Request for Exclusion is defective
28 as to the requirements listed herein, that Class Member will be given an opportunity to

1 cure the defect(s). The Settlement Administrator will mail the Class Member a cure
2 letter within three (3) business days of receiving the defective submission to advise the
3 Class Member that his or her submission is defective and that the defect must be cured to
4 render the Request for Exclusion valid. The Class Member will have until the later of (i)
5 Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
6 whichever date is later, to postmark or fax a revised Request for Exclusion. If the
7 revised Request for Exclusion is not postmarked or received by fax within that period, it
8 will be deemed untimely.

9 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
10 the Class portion of the Settlement Agreement (i.e. to not waive individual claims for
11 relief encompassed by the Released Claims and not receive a portion of the Net Class
12 Settlement Amount) must sign and fax or postmark a written Request for Exclusion to
13 the Settlement Administrator within the Response Deadline. In the case of Requests for
14 Exclusion that are mailed to the Settlement Administrator, the postmark date will be the
15 exclusive means to determine whether a Request for Exclusion has been timely
16 submitted. Any Class member who requests to be excluded from the class settlement
17 will not be entitled to any portion of the Net Class Settlement Amount and will not be
18 bound by the terms of the class settlement or have any right to object, appeal or
19 comment thereon, although the Released PAGA Claims applicable to the PAGA Period
20 will still apply to each such individual, and each such individual shall be entitled to his
21 or her pro rata share of the Net PAGA Settlement Amount.

22 53. Class Size / Escalator Clause. The Gross Fund was calculated based on the
23 understanding that there were approximately 2,485 Class Members (1,478 current
24 employees and 1,007 former employees) who had worked approximately 216,787
25 Workweeks from April 21, 2020 through July 17, 2023. In the event either the total
26 number of Class Members, former Class Members, or total workweeks is more than 10%
27 larger for the Class Period, then Defendant will have the option to either (i) allow the
28 Gross Fund to increase on a pro rata basis above 10% to the extent the threshold is

1 exceeded (e.g., if the total number of Class Members for the Class Period is actually
2 11% more than 2,485 Class Members, the Gross Fund shall increase by 1%), or (ii)
3 shorten the Class Period such that the threshold is not exceeded – i.e., such that there is
4 not an increase in the total number of Class Members, former Class Members, or total
5 workweeks increase of more than 10%. In the event that more than one of the total
6 number of Class Members, former Class Members, or total workweeks increase by more
7 than 10%, the category with the largest increase shall control for purposes of this
8 escalator clause.

9 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
10 Member who does not affirmatively opt-out of the Settlement Agreement by submitting
11 a timely and valid Request for Exclusion will be bound by all of its terms, including
12 those pertaining to the Released Claims during the Release Period, as well as any
13 Judgment that may be entered by the Court if it grants final approval to the Settlement.

14 55. Objection Procedures. To object to the Settlement Agreement, a Class Member
15 should fax or postmark a Notice of Objection to the Settlement Administrator on or
16 before the Response Deadline. The Notice of Objection should be signed by the Class
17 Member and contain all information required by this Settlement Agreement. At no time
18 will any of the Parties or their counsel seek to solicit or otherwise encourage Class
19 Members to submit written objections to the Settlement Agreement or appeal from the
20 Order and Judgment. Class Counsel will not represent any Class Members with respect
21 to any such objections to this Settlement. If a Class Member submits both a valid
22 Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void
23 and the Class Member will be deemed to have opted out of membership as a
24 Participating Class Member.

25 56. Certification Reports Regarding Individual Settlement Payment Calculations.
26 The Settlement Administrator will provide Defendant's counsel and Class Counsel a
27 weekly report that certifies the number of Class Members who have submitted valid
28 Requests for Exclusion, objections to the Settlement, and whether any Class Member has

submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

57. Distribution Timing of Settlement Payments. Within ten (10) days after Defendant funds the Gross Fund as outlined in paragraph 36, the Settlement Administrator will issue payments to: (i) Participating Class Members; (ii) the Labor and Workforce Development Agency; (iii) PAGA payments to Class Members who opted out of the non-PAGA portions of the settlement; (iv) Plaintiffs; and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days.

59. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for preparation of the declaration, and the Settlement Administrator's failure to comply with this requirement will not affect the settlement's validity.

60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Thirty-three Percent (33%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Sixty-Seven (67%) will be allocated as non-wages (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued. Each Class Member's Labor and Workforce Development Agency Payment will be allocated as non-wages (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,

1 Class Members receiving payments from the Labor and Workforce Development
2 Agency Payment, and Class Counsel any W-2, 1099, or other tax forms as may be
3 required by law for all amounts paid pursuant to this Settlement. The Settlement
4 Administrator will also be responsible for forwarding all payroll taxes and penalties to
5 the appropriate government authorities.

6 62. Tax Liability. Defendant makes no representation as to the tax treatment or legal
7 effect of the payments called for hereunder, and Plaintiffs and Participating Class
8 Members are not relying on any statement, representation, or calculation by Defendant
9 or by the Settlement Administrator in this regard.

10 63. Circular 230 Disclaimer. Each party to this agreement (for purposes of this
11 section, the “acknowledging party” and each party to this agreement other than the
12 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of
13 this agreement, and no written communication or disclosure between or among the
14 parties or their attorneys and other advisers, is or was intended to be, nor will any such
15 communication or disclosure constitute or be construed or be relied upon as, tax advice
16 within the meaning of United States Treasury Department circular 230 (31 CFR part 10,
17 as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
18 own, independent legal and tax counsel for advice (including tax advice) in connection
19 with this agreement, (b) has not entered into this agreement based upon the
20 recommendation of any other party or any attorney or advisor to any other party, and
21 (c) is not entitled to rely upon any communication or disclosure by any attorney or
22 adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party; and (3) no attorney or adviser to any other party has imposed any
24 limitation that protects the confidentiality of any such attorney’s or adviser’s tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this agreement.

28 64. No Prior Assignments. The Parties and their counsel represent, covenant, and

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or
2 purported to assign, transfer, or encumber to any person or entity any portion of any
3 liability, claim, demand, action, cause of action or right herein released and discharged.
4 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not
5 finally approve the Settlement as provided herein; or (ii) the Settlement does not become
6 final for any other reason, then this Settlement Agreement, and any documents generated
7 to bring it into effect, will be null and void. Any order or judgment entered by the Court
8 in furtherance of this Settlement Agreement will likewise be treated as void from the
9 beginning. Furthermore, in the event that 4% or more of the Class Members opt-out of
10 the Settlement, or Class Members who represent more than 4% of the aggregate
11 Workweeks opt-out of the Settlement, then Defendant shall have in its sole discretion the
12 option to nullify the Settlement Agreement which shall thereafter be null and void. The
13 amount of the Gross Fund is deemed a material term and Defendant may revoke the
14 agreement if the Court insists on a change that increases the obligation of Defendant to
15 pay an amount in excess of the Gross Fund. In the event that Defendant exercise its
16 right to nullify the Settlement they shall be responsible for any and all costs incurred by
17 the Settlement Administrator to date. Changes requested by the Court to the allocation
18 of funds between PAGA and the remaining class claims, or changes in the amount of
19 attorney's fees and costs or enhancement awards to Plaintiffs, or changes to the
20 procedures accompanying the administration of the Settlement will not form the basis
21 for any party in the *Soliman* Action or *Carralez* Action to revoke this Agreement.

22 66. Amendment of the *Soliman* Action and Stay and Dismissal of the *Carralez*
23 Action: Within fourteen (14) days of the full execution of this Settlement Agreement,
24 the Parties shall take all necessary steps to amend the operative complaint in the *Soliman*
25 Action in order to (1) add Maria Carralez and Eugene Bautista as named plaintiffs in that
26 action and (2) add the claims and theories of liability that Carralez and Bautista had
27 alleged in the *Carralez* Action in order to be consistent with the claims set forth in the
28 releases provided herein. Also within fourteen (14) days of the filing of amended

1 complaint in the *Soliman* action, the Parties shall take all necessary steps to seek
2 dismissal of the *Carralez* Action without prejudice. Upon occurrence of the Effective
3 Date, Carralez and Bautista shall file a request dismissal with prejudice of the *Carralez*
4 Action.

5 67. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
6 in the *Soliman* Action to request the Preliminary Approval of the Settlement Agreement,
7 and the entry of a Preliminary Approval Order for: (i) conditional certification of the
8 Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed
9 Settlement Agreement, (iii) setting a date for a Final Approval/Settlement Fairness
10 Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent
11 to all Class Members as specified herein. In conjunction with the Preliminary Approval
12 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of
13 this Settlement, and will include the proposed Notice Packet, which will include both the
14 proposed Notice of Class and PAGA Representative Action Settlement document,
15 attached as Exhibit A. Class Counsel will be responsible for drafting all documents
16 necessary to obtain preliminary approval, but Defendant's counsel will have the right to
17 review the drafts prior to filing.

18 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
19 the deadlines to postmark Requests for Exclusion or objections to the Settlement
20 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness
21 Hearing will be conducted to determine the Final Approval of the Settlement Agreement
22 along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the
23 Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv)
24 the Labor and Workforce Development Agency Payment; and (v) all Settlement
25 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held
26 earlier than fifteen (15) days after the Response Deadline. Class Counsel will be
27 responsible for drafting all documents necessary to obtain final approval. Class Counsel
28 will also be responsible for drafting the attorneys' fees and costs application to be heard

1 at the final approval hearing, but Defendant's counsel will have the right to review the
2 drafts.

3 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
4 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will
5 present the Judgment to the Court for its approval. After entry of the Judgment, the
6 Court will have continuing jurisdiction solely for purposes of addressing: (i) the
7 interpretation and enforcement of the terms of the Settlement, (ii) Settlement
8 administration matters, and (iii) such post-Judgment matters as may be appropriate under
9 court rules or as set forth in this Settlement Agreement.

10 70. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being
11 released by all Participating Class Members, Plaintiffs will release and forever discharge
12 the Released Parties, to the fullest extent permitted by law, of and from any and all
13 claims, known and unknown, asserted and not asserted, which Plaintiffs have or may
14 have against the Released Parties as of the date of execution of this Settlement
15 Agreement. To the extent the foregoing release is a release to which Section 1542 of the
16 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs
17 expressly waive any and all rights and benefits conferred by the provisions of Section
18 1542 of the California Civil Code or similar provisions of applicable law which are as
19 follows: A general release does not extend to claims that the creditor or releasing party
20 does not know or suspect to exist in his or her favor at the time of executing the release,
21 and that, if known by him or her would have materially affected his or her settlement
22 with the debtor or released party. Specifically excluded from this release are Plaintiff
23 Carralez's claims for pregnancy discrimination, failure to prevent discrimination and
24 retaliation, and retaliation which the Parties are separately negotiating.

25 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
26 include the terms set forth in any attached Exhibits, which are incorporated by this
27 reference as though fully set forth herein. Any Exhibits to this Settlement Agreement
28 are an integral part of the Settlement.

1 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
2 constitute the entirety of the Parties' settlement terms. No other prior or
3 contemporaneous written or oral agreements may be deemed binding on the Parties, and
4 no Party is relying on any representation not contained in this agreement.

5 73. Amendment or Modification. No amendment, change, or modification to this
6 Settlement Agreement will be valid unless in writing and signed, either by the Parties or
7 their counsel.

8 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
9 warrant and represent they are expressly authorized by the Parties whom they represent
10 to negotiate this Settlement Agreement and to take all appropriate action required or
11 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
12 its terms and to execute any other documents required to effectuate the terms of this
13 Settlement Agreement. The Parties and their counsel will cooperate with each other and
14 use their best efforts to effect the implementation of the Settlement. If the Parties are
15 unable to reach agreement on the form or content of any document needed to implement
16 the Settlement, or on any supplemental provisions that may become necessary to
17 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
18 to resolve such disagreement.

19 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
21 previously defined.

22 76. California Law Governs. All substantive terms of this Settlement Agreement and
23 Exhibits hereto will be governed by and interpreted according to the laws of the State of
24 California, except to the extent Federal Law applies.

25 77. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement Agreement may be executed in one or
27 more counterparts. All executed counterparts and each of them, including electronic
28 (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to

1 be one and the same instrument.

2 78. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties
3 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the
4 *Soliman* Action and the *Carralez* Action, and the Parties have arrived at this Settlement
5 after arm's-length negotiations with the assistance of an experienced wage/hour
6 mediator and in the context of adversarial litigation, taking into account all relevant
7 factors, present and potential. The Parties further acknowledge that they are each
8 represented by competent counsel and that they have had an opportunity to consult with
9 their counsel regarding the fairness and reasonableness of this Settlement.

10 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the
12 fullest extent possible consistent with applicable precedents so as to define all provisions
13 of this Settlement Agreement as valid and enforceable.

14 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
15 to class certification for purposes of this Settlement only; except, however, that Plaintiffs
16 or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the
17 amount they request from the Court, and either party may appeal any court order that
18 materially alters the Settlement Agreement's terms.

19 81. Class Action Certification for Settlement Purposes Only. The Parties agree to
20 stipulate to class action certification for purposes of the Settlement only. If, for any
21 reason, the Settlement is not approved, the stipulation to certification will be void. The
22 Parties further agree that certification for purposes of the Settlement is not an admission
23 that class action certification is proper under the standards applied to contested
24 certification motions and that this Settlement Agreement will not be admissible in this or
25 any other proceeding as evidence that either (i) a class action should be certified, or (ii)
26 Defendant is liable to Plaintiffs or any Class Member or any other person or entity, other
27 than according to the Settlement's terms.

28 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the

1 dispute that has arisen between them and to avoid the burden, expense and risk of
2 continued litigation. In entering into this Settlement, Defendant does not admit, and
3 specifically denies, that it violated any federal, state, or local law; violated any
4 regulations or guidelines promulgated pursuant to any statute or any other applicable
5 laws, regulations or legal requirements; breached any contract; violated or breached any
6 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
7 conduct with respect to its employees or anyone else. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected
9 with it, will be construed as an admission or concession by Defendant of any such
10 violations or failures to comply with any applicable law. Except as necessary in a
11 proceeding to enforce the terms of this Settlement, this Settlement Agreement and its
12 terms and provisions will not be offered or received as evidence in any action or
13 proceeding to establish any liability or admission on the part of Defendant or to establish
14 the existence of any condition constituting a violation of, or a non-compliance with,
15 federal, state, local or other applicable law.

16 83. Injunction Against Duplicative Claims: Upon Preliminary Approval of the
17 Settlement Agreement, all Participating Class Members shall be enjoined from filing,
18 joining, or becoming a party, member or representative in any actions, claims,
19 complaints, or proceedings in any state or federal court on an individual, representative,
20 collective or class action basis, or with the California Department of Industrial
21 Relations' Division of Labor Standards Enforcement ("DLSE") or the United States
22 Department of Labor ("DOL"), or from initiating any other proceedings, regarding any
23 of the Released Claims defined herein above.

24 84. No Public Comment: Following the filing of the Motion for Preliminary
25 Approval, the Parties understand and agree that there may be media coverage of the
26 Settlement not initiated by Plaintiffs or Defendant, directly or indirectly, as a result of
27 the public filings. Notwithstanding the foregoing, Plaintiffs, Defendant, and their
28 respective counsel agree that no Party shall issue any press release to the news media,

1 nor shall any Party disclose any information regarding this settlement in their marketing
2 materials or firm websites, nor shall any Party communicate in any way with news
3 media concerning the settlement, the *Soliman* Action, or the *Carralez* Action. This
4 provision shall not apply to or limit the public filing of motions or other case materials in
5 the *Soliman* Action, or the *Carralez* Action related to seeking and obtaining Court
6 approval of the proposed Settlement Agreement, the fees and costs of Class Counsel, the
7 Class / PAGA Representative Enhancement Payments, and the other relief set forth in
8 this Settlement Agreement. This provision also shall not prohibit Class Counsel from
9 listing the *Soliman* Action, or the *Carralez* Action by name in support of motions for
10 appointment as class counsel, certification, attorneys' fees and costs, or the like in other
11 matters.

12 85. Encouragement of Class Members: The Parties to this Agreement and the
13 counsel representing such Parties shall not, directly or indirectly, through any person,
14 encourage or solicit any Class Member to exclude himself or herself from this
15 Settlement (opt out) or to object to it. However, Class Counsel and Defendant may
16 respond to inquiries from Class Members. Class Counsel and Defendant's counsel
17 represent, through their signatures below, that they have not taken any action prior to
18 signing this Agreement that would encourage any Class Member to exclude himself or
19 herself from this Settlement, or to object to it. Class Counsel represents and warrants
20 that at the time of signing this Agreement, it has no clients or prospective clients who are
21 potential plaintiffs with potential or actual causes of action against Defendant.

22 86. Waiver. No waiver of any condition or covenant contained in this Settlement
23 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
24 considered to imply or constitute a further waiver by such Party of the same or any other
25 condition, covenant, right or remedy.

26 87. Enforcement Actions. In the event that one or more of the Parties institutes any
27 legal action or other proceeding against any other Party or Parties to enforce the
28 provisions of this Settlement or to declare rights and/or obligations under this

1 Settlement, the successful Party or Parties will be entitled to recover from the
2 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
3 witness fees incurred in connection with any enforcement actions.

4 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the
5 terms and conditions of this Settlement Agreement. Accordingly, this Settlement
6 Agreement will not be construed more strictly against one party than another merely by
7 virtue of the fact that it may have been prepared by counsel for one of the Parties, it
8 being recognized that, because of the arms-length negotiations between the Parties, all
9 Parties have contributed to the preparation of this Settlement Agreement.

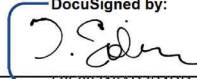
10 89. Representation by Counsel. The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this
12 Settlement Agreement, and that this Settlement Agreement has been executed with the
13 consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and
14 represent that there are no liens on the Settlement Agreement.

15 90. All Terms Subject to Final Court Approval. All amounts and procedures
16 described in this Settlement Agreement will be subject to final Court approval.

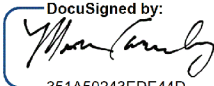
17 91. Cooperation and Execution of Necessary Documents. All Parties will cooperate
18 in good faith and execute all documents to the extent reasonably necessary to effectuate
19 the terms of this Settlement Agreement.

20 92. Binding Agreement. The Parties warrant that they understand and have full
21 authority to enter into this Settlement Agreement, and further intend that this Settlement
22 Agreement will be fully enforceable and binding on all parties, and agree that it will be
23 admissible and subject to disclosure in any proceeding to enforce its terms,
24 notwithstanding any mediation confidentiality provisions that otherwise might apply
25 under federal or state law.

26 Dated: 11/3/2023

27 DocuSigned by:
28 
Tiffany Soliman
Plaintiff / Class Representative

1 Dated: 11/3/2023

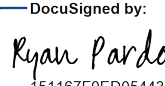
DocuSigned by:

351A50243EDE44D...
Maria Carralez
Plaintiff / Class Representative

2
3
4 Dated: 11/11/2023

DocuSigned by:

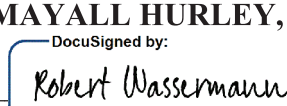
9C5EE369CABC494...
Eugene Bautista
Plaintiff / Class Representative

5
6
7 Dated: 11/2/2023

DocuSigned by:

151167F0ED05443...
Satellite Healthcare, Inc.
Defendant

8
9
10
11 APPROVED AS TO FORM

12
13 Dated: 11/2/2023

MAYALL HURLEY, P.C.
DocuSigned by:

077A13A0E77A4C5...
Nicholas F. Scardigli
Attorneys for Plaintiffs and the Putative Class

14
15
16
17 Dated: 11/7/2023

JAMES HAWKINS ALPC
DocuSigned by:

437ADF3D53BA46D...
Isandra Fernandez
Anthony Draper
Attorneys for Plaintiffs and the Putative Class

18
19
20
21
22 Dated: November 2, 2023

EPSTEIN BECKER & GREEN, P.C.

Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant Satellite Healthcare, Inc.

EXHIBIT A

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(Soliman, Carralez, and Bautista v. Satellite Healthcare, Inc., Superior Court of the State of
California, County of Santa Clara, Case No. 21CV387218)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< >>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the Private Attorney Generals Act (“PAGA”) Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Settlement Administrator as explained in Section 7 below.
Object The Response Deadline is _____	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement of the above-captioned matter (the “Settlement”) is pending in the Superior Court of the State of California, in and for the County of Santa Clara (the “Court”) has been reached between Plaintiffs Tiffany Soliman, Maria Carralez, and Eugene Bautista (“Plaintiffs”) and Defendant Satellite Healthcare, Inc. (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt California employees of Defendant who worked at any time from April 21, 2020, through September 6, 2023 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to be part of the Settlement as proposed, you don’t need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

2. What is this class and representative action lawsuit about?

In September 2021, Plaintiff Soliman filed a Complaint against Defendant in this Court (“Soliman Class Action”), alleging the following claims against Defendant: Failure to pay lawful wages, failure to provide meal and rest breaks, failure to reimburse business expenses, failure to timely pay wages, failure to provide accurate itemized wage statements, unfair competition. In January 2022 and June 2022, Plaintiff Soliman filed amended complaints supplementing her claims.

On September 14, 2022, Plaintiff Carralez filed a Complaint against Defendant in the United States District Court for the Eastern District of California, Case No. 2:22-at-00946 (“Carralez Class Action”), alleging substantially similar claims. On January 30, 2023, Plaintiff Carralez filed an amended complaint against Defendant adding Plaintiff Bautista, supplementing her allegations and claims, and adding a cause of action under the PAGA.

As part of this Settlement, in December 2023, Plaintiffs filed a Third Amended Complaint in the Soliman Class Action, adding Plaintiffs Carralez and Bautista as a named plaintiffs, and consolidating their claims. This consolidated lawsuit is referred to as the “Action”.

Defendant denies and disputes all claims. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement and payroll requirements; that Defendant is not liable for any of the damages or penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Mayall Hurley P.C. and James Hawkins ALPC to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Four Hundred Twenty-Five Thousand Dollars (\$2,425,000) (the “Gross Fund”) to fund the settlement of this Action. The Gross Fund includes all Individual Settlement Payments to Participating Class Members, Attorneys’ Fees and Costs to Class Counsel, the Class / PAGA Representative Enhancement Payment to Plaintiffs, the Labor and Workforce Development Agency Payment, and

Settlement Administration Costs to the Settlement Administrator. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within ten (10) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” is the date the Judgment is final and no longer subject to appeal. Ten (10) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$25,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Fund, which is presently Eight Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three (\$808,333.33), and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class / PAGA Representative Enhancement Payments. Class / PAGA Representative Enhancement Payments in an amount not to exceed \$10,000 to each of the three Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$50,000 relating to the claim for penalties under PAGA, \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments based on their respective pay periods employed during the PAGA Period (September 30, 2020, through September 6, 2023). “Aggrieved Employees” mean all individuals who were employed by Defendant in California as hourly, non-exempt employees during the PAGA Period, regardless of whether they submit an Election Not to Participate in Settlement. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class / PAGA

Representative Enhancement Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ [REDACTED], based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks employed during the Class Period by Participating Class Members to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks employed by each Participating Class Member during the Class Period and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-five percent (75%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest, non-wage damages and penalties allegedly due to employees (the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Defendant and the Released Parties shall receive a release from the Participating Class Members of all claims, rights, demands, liabilities, and causes of action, for failure to pay all minimum wage and overtime, to provide meal and rest breaks and to provide meal and rest break premiums at the correct rates of pay, to reimburse business expenses, to compensate for all paid sick leave at the correct rate of pay, to provide accurate itemized wage statements, and waiting time penalties, arising under Labor Code sections 201-203, 204, 226, 226.7, 246, 510, 510, 512, 558, 1182.12 *et seq.*, 1194, 1197, 1198, 1199, 2698 *et seq.*, and 2802 and the applicable California wage orders, as well as any and all corresponding claims that could have been brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. sections 201, *et seq.* based on the facts alleged in the complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out release of California state law claims was *res judicata* against FLSA claims “which were direct federal law counterparts to the state law claims settled”), as well as unfair business practices and imposition of PAGA civil penalties during the PAGA Period based

upon the same, and any claims that were alleged in the operative complaint and the LWDA letters or that could have been alleged based on the facts asserted in the operative complaint or LWDA letters, for the time period from April 21, 2020 to September 6, 2023 (“Released Claims”).

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and/or any other Released Party about Released Class Claims resolved by the Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Fund, Defendant shall receive a release from the State of California and the Aggrieved Employees of all claims and/or causes of action by Aggrieved Employees against the Released Parties that were seeking to assess and collect civil penalties based upon the failure to pay all minimum wage and overtime, to provide meal and rest breaks and to provide meal and rest break premiums at the correct rates of pay, to reimburse business expenses, to compensate for all paid sick leave at the correct rate of pay, to provide accurate itemized wage statements, and waiting time penalties, arising under Labor Code sections 201-203, 204, 210, 226, 226.7, 246.5, 510, 512, 558, 1182.12 et seq., 1194, 1197, 1198, 1199, 2698 et seq., and 2802 and the applicable California wage orders, and any claims that were alleged in the pleadings or the LWDA letters, or that could have been alleged based on the facts asserted in the pleadings or LWDA letters, for the time period from September 29, 2020 through September 6, 2023 (“Released PAGA Claims”). The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims seeking relief other than civil penalties, claims for vested health insurance benefits, wrongful termination, unemployment insurance, disability insurance, social security, worker’s compensation, and claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$[REDACTED]>>. Defendant’s records reflect that you have worked <<[REDACTED]>> workweeks for Defendant as a Class Member during the Class Period (April 21, 2020, through September 6, 2023).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is <<[REDACTED]>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing] (“Response Deadline”).

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: [REDACTED] or (800) [REDACTED].

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service awards to the Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Settlement and Released Class Claims in the *Soliman, Carralez, Bautista v. Satellite Healthcare, Inc.* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; and (3) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Soliman, Carralez, Bautista v. Satellite Healthcare, Inc.*, Case No. 21CV387218. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Soliman, Carralez, Bautista v. Satellite Healthcare, Inc.*, in the Superior Court of the State of California, County of Santa Clara, Case No. 21CV387218.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection. The Final Approval Hearing can be attended remotely through CourtCall. Please check the Court's website for current information concerning appearances and how to view court proceedings: https://ww.sccourt.org/online_services/case_info.shtml. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Robert J. Wassermann
rwassermann@mayallaw.com
Nicholas F. Scardigli
nscardigli@mayallaw.com
Jenny D. Baysinger
jbaysinger@mayallaw.com
Mayall Hurley P.C.
112 S Church St.
Tel.: (209) 477-3833

JAMES HAWKINS APLC
James R. Hawkings (SBN: 192925)
Isandra Fernandez (SBN: 220482)
Anthony Draper (SBN: 344391)
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7800

Counsel for Defendant:

EPSTEIN BECKER & GREEN, P.C.
Michael S. Kun (SBN: 208684)
mkun@ebglaw.com
Kevin D. Sullivan (SBN: 270343)
ksullivan@ebglaw.com
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Telephone: (310) 556-8861

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, the new hearing date can be found on the Court Public Portal webpage for the Santa Clara County Superior Court (_____) by entering the Case No. 21CV387218.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [REDACTED] or write to *Soliman, Carralez, Bautista v. Satellite Healthcare, Inc.* Settlement Administrator, c/o [REDACTED]; or contact Class Counsel listed above.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents by going to Settlement Administrator's website at [REDACTED] under "Class Notices" for *Soliman, Carralez, Bautista v. Satellite Healthcare, Inc.* You may also get more details by examining the Court's file on the Internet via the Court Public Portal webpage for the Santa Clara County Superior Court (<https://traffic.sccscourt.org/search>) and entering the Case No. 21CV387218. If you wish to view the Court files in person, you go to the Clerk's Office at 161 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void if not cashed within one hundred eighty (180) days after its mailing. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

MAYALL HURLEY P.C.
 ROBERT J. WASSERMANN (SBN: 258538)
rwassermann@mayallaw.com
 NICHOLAS F. SCARDIGLI (SBN: 249947)
nscardigli@mayallaw.com
 112 S Church St.
 Lodi, CA 95240
 Telephone: (209) 477-3833
 Website: www.mayallaw.com

JAMES HAWKINS APLC
 James R. Hawkings (SBN: 192925)
 Isandra Fernandez (SBN: 220482)
 Anthony Draper (SBN: 344391)
 9880 Research Drive, Suite 200
 Irvine, CA 92618
 Telephone: (949) 387-7800

Attorneys for Plaintiff Tiffany Soliman, Maria Carralez, Eugene Bautista and the Putative Class

EPSTEIN BECKER & GREEN, P.C.
 Michael S. Kun (SBN: 208684)
mkun@ebglaw.com
 Kevin D. Sullivan (SBN: 270343)
ksullivan@ebglaw.com
 1925 Century Park East, Suite 500
 Los Angeles, CA 90067
 Telephone: (310) 556-8861

Attorneys for Defendant Satellite Healthcare, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

TIFFANY SOLIMAN, MARIA CARRALEZ, and
 EUGENE BAUTISTA, on behalf of themselves
 and all other similarly situated,

Plaintiff,

vs.

SATELLITE HEALTHCARE, INC.; and DOES
 1-100, inclusive,

Defendants.

Case No. 21CV38721

ADDENDUM TO JOINT STIPULATION
 FOR CLASS AND PAGA
 REPRESENTATIVE ACTION
 SETTLEMENT AND RELEASE

**ADDENDUM TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

This Addendum to Joint Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Tiffany Soliman, Maria Carralez, and Eugene Bautista, individually, on behalf of all others similarly situated, and as proxy for the LWDA, and Defendant Satellite Healthcare, Inc. (“Satellite” or “Defendant”).

1. In the event an Individual Settlement Payment and/or Aggrieved Employee’s individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure Section 384 as follows: to the Court Appointed Special Advocates for Children, Child Advocates of Silicon Valley.

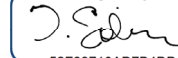
2. “Aggrieved Employees” means all current and former non-exempt California employees of Defendant who worked during the PAGA Period.

3. Upon the Effective Date and full funding of the Gross Settlement Amount, Defendant and the Released Parties shall receive a release of the Released Claims and Released PAGA Claims from Participating Class Members, the LWDA, and the Aggrieved Employees.

4. The Parties agree that the Released PAGA Claims do not include any non-PAGA claims (e.g., underlying wage and hour claims seeking relief other than civil penalties) including, but not limited to, claims for vested health insurance benefits, wrongful termination, unemployment insurance, disability insurance, social security, worker’s compensation, and claims outside of the PAGA Period.

Dated: 6/17/2024

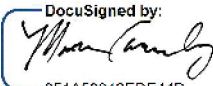
DocuSigned by:



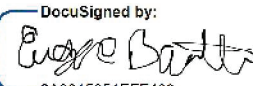
Tiffany Soliman
Plaintiff / Class Representative

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 6/14/2024

DocuSigned by:

351A50243EDE44D...
Maria Carralez
Plaintiff / Class Representative

Dated: 6/14/2024

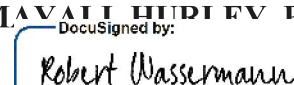
DocuSigned by:

2A9315951EFF493...
Eugene Bautista
Plaintiff / Class Representative

Dated:

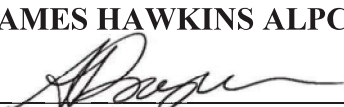
Satellite Healthcare, Inc.
Defendant

APPROVED AS TO FORM

Dated: 6/14/2024

MAVAT HUBLEV P.C.
DocuSigned by:

077A13A0E77A4C5...
Robert J. Wassermann
Nicholas F. Scardigli
Attorneys for Plaintiffs and the Putative Class

Dated: June 14, 2024

JAMES HAWKINS ALPC

Isandra Fernandez
Anthony Draper
Attorneys for Plaintiffs and the Putative Class

Dated:

EPSTEIN BECKER & GREEN, P.C.

Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant Satellite Healthcare, Inc.

1 Dated: _____

Maria Carralez
Plaintiff / Class Representative

2

3

4 Dated: _____

Eugene Bautista
Plaintiff / Class Representative

5

6

7 Dated: 6/17/2024

Ryan Pardo
Satellite Healthcare, Inc.
Defendant

8

9

10

APPROVED AS TO FORM

11

12

MAYALL HURLEY, P.C.

13 Dated: _____

Robert J. Wassermann
Nicholas F. Scardigli
Attorneys for Plaintiffs and the Putative Class

14

15

16

JAMES HAWKINS ALPC

17

18 Dated: _____

Isandra Fernandez
Anthony Draper
Attorneys for Plaintiffs and the Putative Class

19

20

EPSTEIN BECKER & GREEN, P.C.

21

22 Dated: June 14, 2024


Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant Satellite Healthcare, Inc.

23

24

25

26

27

28

EXHIBIT 3

Robert Wassermann

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, December 6, 2024 1:21 PM
To: Robert Wassermann
Subject: Thank you for your Court Order or Judgment Submission

12/06/2024 01:20:42 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cwassermann%40mayallaw.com%7Cbde587afd56f4f2ea1a108dd163be053%7C05d52ced3a0f41ca99a7a9f9e83f079b%7C0%7C0%7C638691168614614390%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIslIAiOiJXaW4zMilslkFOljoiTWFpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=51rFxBNrk118qry8mNtcT6x1HoNuPjF4VC4X15j5seg%3D&reserved=0

EXHIBIT 4



tiffany soliman



Sign in

[All](#) [Images](#) [Videos](#) [News](#) [Shopping](#) [Forums](#) [Web](#) [More](#)[Tools](#)

Facebook

<https://www.facebook.com/tiffany.soliman.5>

Tiffany Soliman

Tiffany Soliman · Former Dialysis Technician at Renal Advantage Inc. · Studied Medical Terminology/Phlebotomy at OLBONE COLLEGE · Went to Alhambra Senior High.



satellitehealthcaresettlement.com

<https://www.satellitehealthcaresettlement.com> · S... PDF

Soliman, Carralez, and Bautista v. Satellite Healthcare, Inc ...

between Plaintiffs **Tiffany Soliman**, Maria Carralez, and Eugene Bautista ... In September 2021, Plaintiff Soliman filed a Complaint against Defendant in this Court ...

8 pages

Images :



Tiffany Solomon - Advanced S...



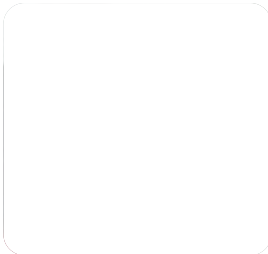
LinkedIn



Tiffany Solomon, M. Ed. - Acad...



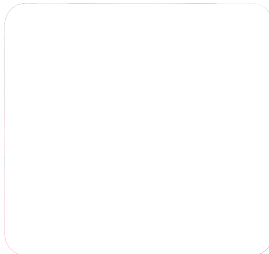
LinkedIn



Tiffany Solomon - Hair Design...



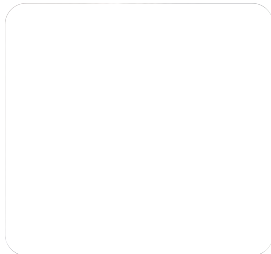
LinkedIn



Instagram photo by Tiffany Sol...



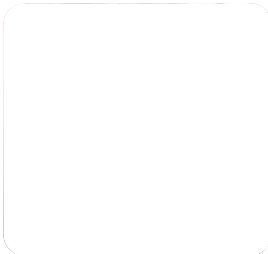
Instagram



Tiffany Solomon - United State...



LinkedIn



Tiffany Solomon - COSENTIN...



LinkedIn

[Show more images](#)

Instagram · beyoutiffful

90+ followers

beyoutiffful - Tiffany Soliman

This account is private. Already follow beyoutiffful? Switch to the app or log in to see their photos and videos. Switch to the App.

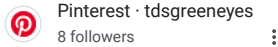


Instagram · greeneyes1971

10+ followers

greeneyes1971 - Tiffany Soliman

156 following. This account is private. Already follow greeneyes1971? Switch to the app or log in to see their photos and videos. Switch to the App.



tiffany soliman (tdsgreeneyes) - Profile

tiffany soliman ; Stews · 2 Pins ; Pickling · 5 Pins ; Asian · 24 Pins ; Salads · 35 Pins ; Sauces & marinades · 2 Pins.



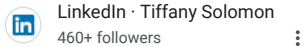
Amended Complaint Filed No Fee

Sep 30, 2021 — ... **TIFFANY SOLIMAN** on behalf of herself and all others similarly situated Plaintiff, VS. SATELLITE HEALTHCARE, INC, a California corporation ...



Tiffany Soliman (tiffanysoliman1991) - Profile

See what **Tiffany Soliman** (tiffanysoliman1991) has discovered on Pinterest, the world's biggest collection of ideas.



Tiffany Solomon - Advanced Strategic Insight, Inc.

Cameron, North Carolina, United States · Advanced Strategic Insight, Inc.
Tiffany is Top-Notch. Outstanding Instructor and Military Professional. She is and always was very prepared, extremely knowledgeable and willing to help.
Missing: ~~soliman~~ | Show results with: [soliman](#)



40+ "Tiffany Solomon" profiles

Tiffany Solomon. Claims Adjuster | Current student: BSc in Information Technology with a concentration in Cybersecurity | Public Notary. Buffalo, NY.
Missing: ~~soliman~~ | Show results with: [soliman](#)

1 2 3 4 5 6 7 8 9 10 [Next](#)

Results are personalized - [Try without personalization](#)

Lodi, California - [Based on your past activity](#) - [Update location](#)

[Help](#) [Send feedback](#) [Privacy](#) [Terms](#)

EXHIBIT 5



maria carralez



Sign in

[All](#) [Images](#) [Videos](#) [News](#) [Shopping](#) [Forums](#) [Web](#) [More](#)[Tools](#)

Casetext - CoCounsel

<https://casetext.com> › ... › ED CA › 2023 › November

[Carralez v. Satellite Healthcare, Inc., 2:22-cv-01613-KJM-DB](#)

Nov 21, 2023 — **Maria Carralez**, Plaintiff, v. Satellite Healthcare, Inc., Defendant. ORDER. This matter is before the court on the parties' joint stipulation to ...



GovInfo (.gov)

<https://www.govinfo.gov> › app › details › USCOURTS-...

[22-1613 - Carralez v. Satellite Healthcare, Inc.](#)

Office Location. Sacramento ; Case Type. civil ; Nature of Suit. Fair Labor Standards Act ; Cause. 29:201 Fair Labor Standards Act ; Party Names. Satellite ...



Casetext - CoCounsel

<https://casetext.com> › ... › ED CA › 2023 › May

[Carralez v. Satellite Healthcare, Inc., 2:22-CV-01613-KJM-DB](#)

MARIA CARRALEZ, and EUGENE BAUTISTA, Plaintiff, v. SATELLITE HEALTHCARE, INC. corporation; and DOES 1-100, inclusive, Defendants. Complaint filed: 8/14/ ...



satellitehealthcaresettlement.com

<https://www.satellitehealthcaresettlement.com> › S... PDF

[Soliman, Carralez, and Bautista v. Satellite Healthcare, Inc ...](#)

On September 14, 2022, Plaintiff **Carralez** filed a Complaint against Defendant in the United States District. Court for the Eastern District of California, Case ...
8 pages



Instagram · mcarrales

100+ followers

[Maria Carrales \(@mcarrales\) • Instagram photos and videos](#)

I'm thrilled to share my journey as a children's book author, a path that has filled me with joy and inspiration!

Missing: **carralez** | Show results with: [carralez](#)

[Images](#) :

Official #MijaMercado Vendor...
Instagram

Maria Carrales Obituary - Falfu...
Dignity Memorial

10+ "Maria Carrales" profiles | ...
LinkedIn

1 NOTICE OF PROPOSED SET...
Satellite Healthcare Settle...

Candace Watson, CENTURY 2...
Century 21

Obituary | LeeRoy Carralez of ...
Hillview Funeral Chapels

Show more images

Facebook
<https://www.facebook.com/maria.carrales.1>

Maria Carrales
Maria Carrales · Works at Grandma Cookie Children's Book Author · Went to Mccollum High School · Lives in Mission, Texas · From San Antonio, Texas · Married to ...
Missing: [carralez](#) | Show results with: [carralez](#)

LinkedIn
<https://www.linkedin.com/pub/dir/Maria/Carrales>

10+ "Maria Carrales" profiles
View the profiles of professionals named "Maria Carrales" on LinkedIn. There are 10+ professionals named "Maria Carrales", who use LinkedIn to exchange ...
Missing: [carralez](#) | Show results with: [carralez](#)

The UFW Foundation
<https://www.ufwfoundation.org>

AB 2183 March: August 26th Sacramento - State Capitol
Maria Carralez Delia Vasquez Maggie Mejia Fernando Avalos Mardelle Moreno ... Maria Carralez
rsvpd +1 2 years ago. Delia Vasquez rsvp'd + ...

Pinterest
<https://mx.pinterest.com/mariacarralez>

Maria Carralez (mariacarralez) - Profile
Avatar del usuario. **Maria Carralez**. mariacarralez. ·. 0 seguidores. ·. Siguiendo a 0. Seguir.
mariacarralez aún no ha guardado ningún Pin.

EXHIBIT 6

eugene bautista satellite healthcare

X | Voice Search | Images | Search

Settings | App | Sign in

All | Images | News | Videos | Maps | Forums | Shopping | More | Tools

satellitehealthcaresettlement.com

https://www.satellitehealthcaresettlement.com > S... PDF

Soliman, Carralez, and Bautista v. Satellite Healthcare, Inc ...

As part of this Settlement, in December 2023, Plaintiffs filed a Third Amended Complaint in the Soliman. Class Action, adding Plaintiffs Carralez and **Bautista** ...

8 pages

satellitehealthcaresettlement.com

https://www.satellitehealthcaresettlement.com

Satellite Healthcare Settlement: Home

A CLASS ACTION LAWSUIT IS PENDING, SOLIMAN, CARRALEZ, AND **BAUTISTA** v. **SATELLITE HEALTHCARE, INC.**, IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ...

Missing: **eugene** | Show results with: **eugene**

People also ask

Who is the new CEO of Satellite Healthcare?

What is a satellite clinic in healthcare?

What does Satellite Healthcare do?

How many employees does Satellite Healthcare have?

Feedback

LinkedIn

https://www.linkedin.com > pub > dir > Eugene > Bautista

70+ "Eugene Bautista" profiles

Eugene Bautista. Hospital & Health Care Professional. Philippines. Xerox Business Services Philippines Inc.

Missing: **satellite** | Show results with: **satellite**

Images

1 NOTICE OF PROPOSED SETT...

Satellite Healthcare Settle...

70+ "Eugene Bautista" profiles...

LinkedIn

Satellite Healthcare Dialysis C...

BenitoLink

Show more images

HHS Office of Population Affairs (.gov)

https://opa.hhs.gov > sites > default > files > title-x...

Title X Family Planning Directory

... **Healthcare** for the Homeless. 780 Albany Street. Boston. MA. 02118. 857-654-1000 ...
Satellite Clinic. 6040 Public Landing. Road. Snow Hill. MD. 21863. 410-632 ...

373 pages

 Imperial Health Plan

<https://imperialhealthplan.com> › uploads › 2024/07 PDF ⋮

Provider Directory Bay Area CA

Jul 1, 2024 — This directory is current as of 07/01/2024. This directory provides a list of Imperial Health Plan of California, Inc.'s current network ...

 California Hospital Association

<https://calhospital.org> › proposed_chcq_org_chart PDF ⋮

California Department of Public Health Center for ...

California Department of Public Health. Center for **Health Care** Quality. FIELD OPERATIONS
NORTH DIVISION. STATEWIDE SURVEYORS. LIFE SAFETY SECTION.
64 pages

 Health Partners of Northern California

<https://healthpartnersnca.org> › uploads › 2020/06 PDF ⋮

Provider Directory

Bautista BCBA, Marina. San Jose , Michelle. Baldes MA, Mindy. Ray , Nicole ... **Satellite Healthcare** of University Park. (209) 774-5800. 590 E Harding Way.
68 pages

 WelbeHealth

<https://welbehealth.com> › uploads › 2023/09 › W... PDF ⋮

WelbeHealth_Directory_Print Template.xlsx

First Name. Last Name. Degree. Specialty. Address. City. State. Zip. SOCHEAT. PREAM.
ACUPUNCTURE. ACUPUNCTURE. 3525 Firestone Blvd. South Gate.

 Medi-Cal (.gov)

<https://mcweb.apps.prd.cammis.medi-cal.ca.gov> › ... XLS ⋮

TIN Provider To be Deactivated

SATELLITE HEALTHCARE MOUNTAIN VIEW LLC. 2636, 1760011274, **SATELLITE HEALTHCARE**
OF KATELLA AVENUE LLC. 2637, 1386615458, **SATELLITE HEALTHCARE** OF SAN CARLOS, LLC.

EXHIBIT 7

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION

Voice (209) 477-3833
Facsimile (209) 473-4818

112 S CHURCH STREET
LODI, ALIFORNIA 95207-8253

December 10, 2024
Invoice Number 0

MARIA ELENA CARRALEZ

In the matter of: CARRALEZ V. SATELLITE HEALTHCARE -
CONTINGENCY
Our file number: SCA 20412

For Professional Services Rendered

NJS	06/13/2022	0.10	0.10	948.00	94.80
06/13/2022	NJS	Voicemail from Carralez		0.10	\$94.80
NJS	06/14/2022	0.10	0.10	948.00	94.80
06/14/2022	NJS	Review JZ memo re: phone call with Carralez re: potential claims		0.10	\$94.80
NJS	06/15/2022	0.50	0.50	948.00	474.00
06/15/2022	NJS	Research re: Defendant; draft letter to Defendant re: records requests		0.50	\$474.00
NJS	06/27/2022	0.10	0.10	948.00	94.80
06/27/2022	NJS	Email from defense counsel		0.10	\$94.80
NJS	07/14/2022	1.70	1.70	948.00	1,611.60
07/14/2022	NJS	Review personnel records produced by Defendant		1.70	\$1,611.60
NJS	07/15/2022	0.20	0.20	948.00	189.60
07/15/2022	NJS	Emails to/from Carralez		0.20	\$189.60
RJW	07/18/2022	0.50	0.50	948.00	474.00
07/18/2022	RJW	Reviewed wage statements. Conference with Carralez re pay		0.50	\$474.00
NJS	07/18/2022	1.10	1.10	948.00	1,042.80
07/18/2022	NJS	Prep for phone call with Carralez; research re: 2020 class settlement against Defendant; phone call to Carralez; memo re: phone call with Carralez		1.10	\$1,042.80
NJS	07/19/2022	3.40	3.40	948.00	3,223.20
07/19/2022	NJS	Emails from/to Carralez; review Carralez documents; research/memo re: potential issues with Carralez's wage statements; SMS from/to Carralez; phone call to Carralez		3.40	\$3,223.20
NJS	07/20/2022	0.10	0.10	948.00	94.80
07/20/2022	NJS	Email to Carralez		0.10	\$94.80
RJW	07/26/2022	6.00	6.00	948.00	5,688.00
07/26/2022	RJW	Reviewed Carralez docs / pre-lit docs from Satellite. Calculating underpayments. Began researching potential claims.		6.00	\$5,688.00

RJW	07/28/2022	3.00	3.00	948.00	2,844.00
07/28/2022	RJW	Reviewing handbook and other client docs. Research re claims.		3.00	\$2,844.00
NJS	07/28/2022	0.80	0.80	948.00	758.40
07/28/2022	NJS	Emails from/to Carralez; review Carralez documents		0.80	\$758.40
NJS	07/28/2022	0.10	0.10	948.00	94.80
07/28/2022	NJS	Email from Carralez		0.10	\$94.80
RJW	07/29/2022	5.50	5.50	948.00	5,214.00
07/29/2022	RJW	Began drafting complaint. Conference with Carralez re facts / claims. Doc review. Research as necessary.		5.50	\$5,214.00
NJS	07/29/2022	0.10	0.10	948.00	94.80
07/29/2022	NJS	Email to Carralez		0.10	\$94.80
NJS	07/29/2022	0.10	0.10	948.00	94.80
07/29/2022	NJS	Emails from Carralez		0.10	\$94.80
NJS	07/30/2022	0.30	0.30	948.00	284.40
07/30/2022	NJS	Emails to/from Carralez; SMSs from/to Carralez		0.30	\$284.40
RJW	08/01/2022	0.00	0.00	948.00	0.00
08/01/2022	RJW	Continued drafting complaint. Conference with Carralez re facts / claims.		0.00	\$0.00
RJW	08/01/2022	4.50	4.50	948.00	4,266.00
08/01/2022	RJW	Continued drafting complaint. Conference with Carralez re facts / claims		4.50	\$4,266.00
RJW	08/02/2022	3.50	3.50	948.00	3,318.00
08/02/2022	RJW	Reviewing prior settlement, approval motions, etc.		3.50	\$3,318.00
NJS	08/16/2022	0.20	0.20	948.00	189.60
08/16/2022	NJS	Emails from Carralez; review Carralez documents		0.20	\$189.60
RJW	08/17/2022	2.50	2.50	948.00	2,370.00
08/17/2022	RJW	Research re claims / unlawful deductions		2.50	\$2,370.00
NJS	08/17/2022	0.10	0.10	948.00	94.80
08/17/2022	NJS	Email to Carralez		0.10	\$94.80
RJW	08/18/2022	2.75	2.75	948.00	2,607.00
08/18/2022	RJW	Reviewing additional documents from Carralez. Telephone conferences re facts / claims. Conference with employment team re claims. Research as necessary. Revising / editing complaint.		2.75	\$2,607.00
NJS	08/18/2022	1.50	1.50	948.00	1,422.00
08/18/2022	NJS	SMSs from/to Carralez; review Carralez document; research/memo re: deductions re: "DP IMPUTED" income		1.50	\$1,422.00
RJW	08/22/2022	1.50	1.50	948.00	1,422.00
08/22/2022	RJW	Conference with VJK re claims / strategy. Comparing policies, punch records and payroll records.		1.50	\$1,422.00
VJK	08/22/2022	0.60	0.60	948.00	568.80
08/22/2022	VJK	Review asserted claims and conference re validity of deductions		0.60	\$568.80
RJW	08/30/2022	1.50	1.50	948.00	1,422.00
08/30/2022	RJW	Pulled docs. Research re claims. Conference with VJK re facts, claims, strategy.		1.50	\$1,422.00
RJW	08/31/2022	1.00	1.00	948.00	948.00
08/31/2022	RJW	Reviewed further updated complaint. Revised / edited as		1.00	\$948.00

necessary. Reviewing wage statements for exhibits.
Communications with Client re facts.

RJW	09/12/2022		3.50	3.50	948.00	3,318.00
09/12/2022	RJW	Revising complaint. Preparing exhibits. Communications with Carralez.		3.50		\$3,318.00
RJW	09/13/2022		2.50	2.50	948.00	2,370.00
09/13/2022	RJW	Drafting LWDA letter.		2.50		\$2,370.00
RJW	09/13/2022		2.00	2.00	948.00	1,896.00
09/13/2022	RJW	Finalizing complaint, exhibits, etc.		2.00		\$1,896.00
NJS	09/13/2022		0.20	0.20	948.00	189.60
09/13/2022	NJS	SMSs from Carralez		0.20		\$189.60
RJW	09/14/2022		1.50	1.50	948.00	1,422.00
09/14/2022	RJW	Finalized / filed Complaint and LWDA letter. Conferences with Client re facts / status.		1.50		\$1,422.00
NJS	09/14/2022		0.90	0.90	948.00	853.20
09/14/2022	NJS	SMSs from Carralez; review draft civil complaint; ECF emails re: Document Nos. 1 (Complaint), 2 (Summons), and 3 (New Case Documents)		0.90		\$853.20
VJK	09/14/2022		0.40	0.40	948.00	379.20
09/14/2022	VJK	Review draft complaint		0.40		\$379.20
NJS	09/16/2022		0.10	0.10	948.00	94.80
09/16/2022	NJS	ECF email re: Document No. 4 (Executed Summons)		0.10		\$94.80
NJS	09/27/2022		0.20	0.20	948.00	189.60
09/27/2022	NJS	Email from defense counsel's assistant; letter from defense counsel		0.20		\$189.60
NJS	09/27/2022		0.20	0.20	948.00	189.60
09/27/2022	NJS	Email from defense counsel; ECF email re: Document No. 5 (Stipulation)		0.20		\$189.60
NJS	10/05/2022		0.10	0.10	948.00	94.80
10/05/2022	NJS	Email from defense counsel		0.10		\$94.80
NJS	10/06/2022		1.10	1.10	948.00	1,042.80
10/06/2022	NJS	Review letter from defense counsel re: motion to dismiss; research/memo re: pending Soliman matter		1.10		\$1,042.80
RJW	10/08/2022		0.20	0.20	948.00	189.60
10/08/2022	RJW	Emails with OPC		0.20		\$189.60
NJS	10/08/2022		0.10	0.10	948.00	94.80
10/08/2022	NJS	Email from Carralez		0.10		\$94.80
NJS	10/09/2022		0.10	0.10	948.00	94.80
10/09/2022	NJS	Email to Carralez		0.10		\$94.80
RJW	10/10/2022		0.35	0.35	948.00	331.80
10/10/2022	RJW	Emails with OPC re F/U call		0.35		\$331.80
NJS	10/10/2022		0.20	0.20	948.00	189.60
10/10/2022	NJS	Emails from defense counsel		0.20		\$189.60
RJW	10/17/2022		2.50	2.50	948.00	2,370.00
10/17/2022	RJW	Reviewing letter from OPC re Motion to Dismiss / Stay. Reviewing Soliman Case. Conference with OPC. Left message for Hawkins.		2.50		\$2,370.00

NJS	10/17/2022		0.20	0.20	948.00	189.60
10/17/2022	NJS	Email from defense counsel's assistant; review Defendant's Notice of Related Case			0.20	\$189.60
RJW	10/27/2022		1.50	1.50	948.00	1,422.00
10/27/2022	RJW	Reviewing Motion to Dismiss or Stay			1.50	\$1,422.00
NJS	10/27/2022		0.10	0.10	948.00	94.80
10/27/2022	NJS	ECF email re: Document No. 6 (Motion to Dismiss)			0.10	\$94.80
VJK	10/27/2022		2.30	2.30	948.00	2,180.40
10/27/2022	VJK	Receive/review defendant's motion for stay; research pertinent case law re: application of Colorado River Doctrine to this matter and factors relied upon by courts; prepare argument outline in opposition to motion			2.30	\$2,180.40
VJK	11/01/2022		4.60	4.60	948.00	4,360.80
11/01/2022	VJK	Draft opposition to motion to dismiss or stay under Colorado River			4.60	\$4,360.80
RJW	11/02/2022		2.00	2.00	948.00	1,896.00
11/02/2022	RJW	Reviewing Motion. Revising / editing Opposition. Research as necessary.			2.00	\$1,896.00
VJK	11/02/2022		2.70	2.70	948.00	2,559.60
11/02/2022	VJK	Draft opposition to motion for stay			2.70	\$2,559.60
RJW	11/04/2022		1.00	1.00	948.00	948.00
11/04/2022	RJW	Finalizing Opposition. Conference with Kozina re status/arguments / strategy.			1.00	\$948.00
NJS	11/07/2022		0.10	0.10	948.00	94.80
11/07/2022	NJS	ECF email re: Document No. 7 (Minute Order re: Advancing Pretrial Scheduling Conference)			0.10	\$94.80
VJK	11/07/2022		3.20	3.20	948.00	3,033.60
11/07/2022	VJK	Draft/revise opposition to motion to stay			3.20	\$3,033.60
NJS	11/10/2022		0.10	0.10	948.00	94.80
11/10/2022	NJS	ECF email re: Document No. 8 (Opposition to Motion to Dismiss)			0.10	\$94.80
VJK	11/10/2022		1.20	1.20	948.00	1,137.60
11/10/2022	VJK	Finalize opposition to motion for stay			1.20	\$1,137.60
RJW	11/17/2022		0.50	0.50	948.00	474.00
11/17/2022	RJW	Emails with OPC re Rule 26. Set telephone conference.			0.50	\$474.00
RJW	11/17/2022		0.25	0.25	948.00	237.00
11/17/2022	RJW	Emails with Hawkins' office			0.25	\$237.00
RJW	11/18/2022		1.25	1.25	948.00	1,185.00
11/18/2022	RJW	Reviewed Satellite's Reply			1.25	\$1,185.00
NJS	11/18/2022		0.10	0.10	948.00	94.80
11/18/2022	NJS	ECF email re: Document No. 9 (Reply to Motion to Dismiss)			0.10	\$94.80
RJW	11/21/2022		0.25	0.25	948.00	237.00
11/21/2022	RJW	Emails with OPC re Rule 26.			0.25	\$237.00
RJW	11/28/2022		0.20	0.20	948.00	189.60
11/28/2022	RJW	Emails with OPC. Set F/u for 11/29.			0.20	\$189.60
RJW	11/29/2022		0.50	0.50	948.00	474.00
11/29/2022	RJW	Prepared for / participated in telephone conference with OPC re Joint Report, mediation, related case, status.			0.50	\$474.00

RJW	11/29/2022	2.00	2.00	948.00	1,896.00
11/29/2022	RJW	Reviewing file, judges orders, pleadings. Drafted Joint Report.		2.00	\$1,896.00
RJW	11/30/2022	0.50	0.50	948.00	474.00
11/30/2022	RJW	Reviewed Court's Order on Motion to Dismiss (Dkt. No. 10)		0.50	\$474.00
RJW	11/30/2022	0.20	0.20	948.00	189.60
11/30/2022	RJW	Emails with OPC re Joint report		0.20	\$189.60
NJS	11/30/2022	0.20	0.20	948.00	189.60
11/30/2022	NJS	ECF email re: Document No. 10 (Order Denying Motion to Dismiss or Stay); review Order Denying Motion to Dismiss or Stay		0.20	\$189.60
VJK	11/30/2022	0.20	0.20	948.00	189.60
11/30/2022	VJK	Receive/review order denying motion for stay		0.20	\$189.60
RJW	12/06/2022	0.50	0.50	948.00	474.00
12/06/2022	RJW	Reviewed / Approved Joint Request for Telephonic Appearance.		0.50	\$474.00
RJW	12/06/2022	1.00	1.00	948.00	948.00
12/06/2022	RJW	Reviewed / approved OPC's changes to Joint Report. Made additional changes as necessary.		1.00	\$948.00
RJW	12/06/2022	2.00	2.00	948.00	1,896.00
12/06/2022	RJW	Drafted FAC. Research as necessary.		2.00	\$1,896.00
NJS	12/06/2022	0.20	0.20	948.00	189.60
12/06/2022	NJS	ECF emails re: Document Nos. 11 (Joint Status Report) and 12 (Stipulation and PO to Appear Remotely)		0.20	\$189.60
NJS	12/06/2022	0.10	0.10	948.00	94.80
12/06/2022	NJS	Email from co-counsel's assistant		0.10	\$94.80
NJS	12/07/2022	0.10	0.10	948.00	94.80
12/07/2022	NJS	ECF email re: Document No. 13 (Minute Order re: Pretrial Scheduling Conference)		0.10	\$94.80
RJW	12/12/2022	0.20	0.20	948.00	189.60
12/12/2022	RJW	Court order re Scheduling Conference.		0.20	\$189.60
NJS	12/12/2022	0.10	0.10	948.00	94.80
12/12/2022	NJS	ECF email re: Document No. 14 (Minute Order re: Advancing Pretrial Scheduling Conference)		0.10	\$94.80
NJS	12/14/2022	0.20	0.20	948.00	189.60
12/14/2022	NJS	Email from Courtroom Clerk; email from defense counsel		0.20	\$189.60
NJS	12/14/2022	0.20	0.20	948.00	189.60
12/14/2022	NJS	Email from defense counsel; review Defendant's initial disclosures		0.20	\$189.60
RJW	12/15/2022	2.00	2.00	948.00	1,896.00
12/15/2022	RJW	Prepared for / participated in Scheduling Conference.		2.00	\$1,896.00
RJW	12/15/2022	1.50	1.50	948.00	1,422.00
12/15/2022	RJW	Finalized initial disclosures.		1.50	\$1,422.00
NJS	12/15/2022	0.20	0.20	948.00	189.60
12/15/2022	NJS	ECF emails re: Document Nos. 16 (Standing Scheduling Order) and 17 (Minutes for Scheduling Conference)		0.20	\$189.60
NJS	12/16/2022	0.20	0.20	948.00	189.60
12/16/2022	NJS	Emails from defense counsel; email from Courtroom Clerk		0.20	\$189.60

RJW	12/20/2022		3.00	3.00	948.00	2,844.00
12/20/2022	RJW	Reviewing file, pleadings, client docs, pre-lit docs. Began drafting RFAs to Satellite.			3.00	\$2,844.00
RJW	12/21/2022		4.00	4.00	948.00	3,792.00
12/21/2022	RJW	Continued file review / drafting discovery. Prepared SI-1 and RFP-1			4.00	\$3,792.00
RJW	12/22/2022		2.00	2.00	948.00	1,896.00
12/22/2022	RJW	Revising / editing discovery to Satellite. Reviewed / approved VJK's suggested edits.			2.00	\$1,896.00
RJW	01/09/2023		0.50	0.50	948.00	474.00
01/09/2023	RJW	Emails with OPC re FAC / Status. Reviewed deadlines. Set call for 1/9 @ 1:30			0.50	\$474.00
RJW	01/09/2023		3.00	3.00	948.00	2,844.00
01/09/2023	RJW	Prepared for / participated in telephone conference with OPC re FAC. Conference with Baysingerr re OPC's sick pay argument. Research as necessary. Revised / edited accordingly.			3.00	\$2,844.00
RJW	01/09/2023		1.50	1.50	948.00	1,422.00
01/09/2023	RJW	Research re potential mediators. Began compiling availability.			1.50	\$1,422.00
JDE	01/09/2023		0.25	0.25	948.00	237.00
01/09/2023	JDE	Confer with RJW regarding Sonner issues and sick pay claim and associated research.			0.25	\$237.00
RJW	01/10/2023		1.25	1.25	948.00	1,185.00
01/10/2023	RJW	Continued research re mediator availability. Emails with OPC re same.			1.25	\$1,185.00
RJW	01/11/2023		1.00	1.00	948.00	948.00
01/11/2023	RJW	Additional research re mediators. Emails with OPC re same.			1.00	\$948.00
RJW	01/16/2023		0.20	0.20	948.00	189.60
01/16/2023	RJW	Reviewed schedule. Emails with OPC re status.			0.20	\$189.60
RJW	01/18/2023		0.50	0.50	948.00	474.00
01/18/2023	RJW	Emails with OPC re discovery, FAC, mediation, status.			0.50	\$474.00
RJW	01/19/2023		0.50	0.50	948.00	474.00
01/19/2023	RJW	Emails with OPC re FAC, mediation, status.			0.50	\$474.00
RJW	01/23/2023		1.50	1.50	948.00	1,422.00
01/23/2023	RJW	Conference with witness re facts, claims, possible representation.			1.50	\$1,422.00
RJW	01/23/2023		1.00	1.00	948.00	948.00
01/23/2023	RJW	Research re potential mediators			1.00	\$948.00
RJW	01/24/2023		3.50	3.50	948.00	3,318.00
01/24/2023	RJW	Research re witness' claims, to include 203 waiting time violations			3.50	\$3,318.00
RJW	01/25/2023		1.00	1.00	948.00	948.00
01/25/2023	RJW	Drafting LSA, Auths, Joint Rep. Communications with Eugene			1.00	\$948.00
RJW	01/26/2023		0.50	0.50	948.00	474.00
01/26/2023	RJW	Emails with OPC re mediation / discovery / pre-lit exchange			0.50	\$474.00
RJW	01/27/2023		2.00	2.00	948.00	1,896.00
01/27/2023	RJW	Reviewing client docs, Answer, etc. Drafted pre-mediation records request.			2.00	\$1,896.00

RJW	01/27/2023	1.00	1.00	948.00	948.00
01/27/2023	RJW	Prepared for / participated in conference call with OPC re mediation, discovery, FAC.		1.00	\$948.00
RJW	01/27/2023	1.50	1.50	948.00	1,422.00
01/27/2023	RJW	Conferences with Bautista and Carralez re facts, claims, strategy. Drafted LSA, Auths for Bautista		1.50	\$1,422.00
RJW	01/27/2023	1.50	1.50	948.00	1,422.00
01/27/2023	RJW	Revised FAC to state 203 claims. Research as necessary		1.50	\$1,422.00
RJW	01/30/2023	2.00	2.00	948.00	1,896.00
01/30/2023	RJW	Revising / editing FAC per conversation with Bautista. Prepared / filed same.		2.00	\$1,896.00
RJW	01/30/2023	0.50	0.50	948.00	474.00
01/30/2023	RJW	Emails with Mediator. Reviewed / executed contract.		0.50	\$474.00
NJS	01/30/2023	0.20	0.20	948.00	189.60
01/30/2023	NJS	ECF email re: Document No. 17 (FAC); email from JAMS mediation		0.20	\$189.60
NJS	02/01/2023	0.10	0.10	948.00	94.80
02/01/2023	NJS	Email from JAMS mediation		0.10	\$94.80
RJW	02/07/2023	0.20	0.20	948.00	189.60
02/07/2023	RJW	Emails with OPC re pre-mediation data.		0.20	\$189.60
RJW	02/07/2023	0.50	0.50	948.00	474.00
02/07/2023	RJW	Reviewed / approved Stip to extend deadlines for mediation.		0.50	\$474.00
NJS	02/07/2023	0.20	0.20	948.00	189.60
02/07/2023	NJS	Email from defense counsel; ECF email re: Document No. 18 (Stipulation & Proposed Order to Continue Deadlines)		0.20	\$189.60
RJW	02/08/2023	0.25	0.25	948.00	237.00
02/08/2023	RJW	Conference with Scardigli re FEHA claims / strategy.		0.25	\$237.00
NJS	02/08/2023	0.10	0.10	948.00	94.80
02/08/2023	NJS	Email from JAMS		0.10	\$94.80
RJW	02/09/2023	0.25	0.25	948.00	237.00
02/09/2023	RJW	Emails with Mediator's office re billing, file, etc.		0.25	\$237.00
RJW	02/10/2023	0.20	0.20	948.00	189.60
02/10/2023	RJW	Reviewed Dkt. No. 19. Updated calendar.		0.20	\$189.60
NJS	02/10/2023	0.10	0.10	948.00	94.80
02/10/2023	NJS	ECF email re: Document No. 19 (Stipulation and Order Modifying Pre-Trial Schedule)		0.10	\$94.80
RJW	02/15/2023	0.25	0.25	948.00	237.00
02/15/2023	RJW	Emails with OPC re mediation, pre-mediation data, status.		0.25	\$237.00
RJW	02/22/2023	0.50	0.50	948.00	474.00
02/22/2023	RJW	Emails with OPC re mediation, data, status, etc.		0.50	\$474.00
RJW	03/10/2023	0.25	0.25	948.00	237.00
03/10/2023	RJW	Emails with OPC re mediation / status.		0.25	\$237.00
RJW	03/15/2023	0.50	0.50	948.00	474.00
03/15/2023	RJW	Emails with Expert re retention, assignment, etc.		0.50	\$474.00

RJW	03/21/2023	0.25	0.25	948.00	237.00
03/21/2023	RJW	Emails with Mediator's office and OPC re mediation		0.25	\$237.00
NJS	03/21/2023	0.10	0.10	948.00	94.80
03/21/2023	NJS	Email from JAMS mediation		0.10	\$94.80
RJW	03/22/2023	0.50	0.50	948.00	474.00
03/22/2023	RJW	Telephone conference with Expert re facts, claims, assignment.		0.50	\$474.00
RJW	03/22/2023	0.35	0.35	948.00	331.80
03/22/2023	RJW	Emails with OPC re pre-mediation production. Set F/U call.		0.35	\$331.80
RJW	03/24/2023	0.25	0.25	948.00	237.00
03/24/2023	RJW	Emails with OPC re pre-mediation data, postponing mediation, f/u call, etc.		0.25	\$237.00
RJW	03/27/2023	0.50	0.50	948.00	474.00
03/27/2023	RJW	Emails with Expert re assignment		0.50	\$474.00
RJW	03/28/2023	0.25	0.25	948.00	237.00
03/28/2023	RJW	Emails with OPC re mediation date, mediation data, status.		0.25	\$237.00
RJW	03/28/2023	0.25	0.25	948.00	237.00
03/28/2023	RJW	Emails with Expert re data / status.		0.25	\$237.00
RJW	03/30/2023	0.20	0.20	948.00	189.60
03/30/2023	RJW	Emails with Expert re retention		0.20	\$189.60
RJW	03/30/2023	0.25	0.25	948.00	237.00
03/30/2023	RJW	Emails with OPC re postponing mediation / pre-mediation data / status		0.25	\$237.00
RJW	03/31/2023	0.25	0.25	948.00	237.00
03/31/2023	RJW	Emails with Mediator's office re rescheduling		0.25	\$237.00
NJS	03/31/2023	0.10	0.10	948.00	94.80
03/31/2023	NJS	Email from JAMS with Notice of Rescheduled Hearing		0.10	\$94.80
RJW	04/04/2023	0.20	0.20	948.00	189.60
04/04/2023	RJW	Emails with Expert re status		0.20	\$189.60
RJW	04/11/2023	0.25	0.25	948.00	237.00
04/11/2023	RJW	Emails with OPC re pre-mediation data / status.		0.25	\$237.00
RJW	04/20/2023	0.25	0.25	948.00	237.00
04/20/2023	RJW	Emails with OPC re pre-mediation doc / data		0.25	\$237.00
RJW	04/20/2023	0.20	0.20	948.00	189.60
04/20/2023	RJW	Emails with OPC re pre-mediation data.		0.20	\$189.60
RJW	04/25/2023	0.50	0.50	948.00	474.00
04/25/2023	RJW	Reviewed / approved Stip. Emails with OPC re same.		0.50	\$474.00
RJW	04/25/2023	0.50	0.50	948.00	474.00
04/25/2023	RJW	Prepared for / participated in conference with OPC re pre-mediation docs and data, parameters, mediation, etc.		0.50	\$474.00
RJW	04/26/2023	0.50	0.50	948.00	474.00
04/26/2023	RJW	Emails / telephone conference with Soliman attorneys re mediation / status		0.50	\$474.00
RJW	04/26/2023	6.00	6.00	948.00	5,688.00
04/26/2023	RJW	Began reviewing pre-mediation data.		6.00	\$5,688.00

RJW	04/27/2023	0.50	0.50	948.00	474.00
04/27/2023	RJW	Emails with Soliman counsel re status. Set f/u for 5/1		0.50	\$474.00
RJW	04/27/2023	4.50	4.50	948.00	4,266.00
04/27/2023	RJW	Continued reviewing data.		4.50	\$4,266.00
RJW	04/28/2023	5.75	5.75	948.00	5,451.00
04/28/2023	RJW	Conference with Expert re facts, claims, assignment, assumptions. Continued data review.		5.75	\$5,451.00
NJS	04/28/2023	0.10	0.10	948.00	94.80
04/28/2023	NJS	ECF email re: Document No. 20 (Stipulation and PO to Continue Deadlines)		0.10	\$94.80
RJW	05/02/2023	3.75	3.75	948.00	3,555.00
05/02/2023	RJW	Pre-mediation data and doc review		3.75	\$3,555.00
RJW	05/03/2023	0.25	0.25	948.00	237.00
05/03/2023	RJW	Conference with Expert re status of analysis, assignment, etc.		0.25	\$237.00
RJW	05/03/2023	1.00	1.00	948.00	948.00
05/03/2023	RJW	Emails / telephone conference with Soliman attorneys re working together. Revised / edited JPA. Conference with Carralez re same.		1.00	\$948.00
NJS	05/03/2023	0.10	0.10	948.00	94.80
05/03/2023	NJS	ECF email re: Document No. 21 (Stipulation and Order re: Amended Schedule)		0.10	\$94.80
NJS	05/04/2023	0.10	0.10	948.00	94.80
05/04/2023	NJS	Email from mediator's assistant		0.10	\$94.80
RJW	05/05/2023	2.00	2.00	948.00	1,896.00
05/05/2023	RJW	Pre-mediation data and doc review		2.00	\$1,896.00
RJW	05/08/2023	3.25	3.25	948.00	3,081.00
05/08/2023	RJW	Pre-mediation data and doc review		3.25	\$3,081.00
RJW	05/08/2023	0.20	0.20	948.00	189.60
05/08/2023	RJW	Correspondence from expert re bill		0.20	\$189.60
RJW	05/09/2023	0.20	0.20	948.00	189.60
05/09/2023	RJW	Conference with Scardigli re mediation / status.		0.20	\$189.60
RJW	05/09/2023	0.20	0.20	948.00	189.60
05/09/2023	RJW	Emails with Expert re fees.		0.20	\$189.60
RJW	05/10/2023	0.20	0.20	948.00	189.60
05/10/2023	RJW	Emails with OPC and Mediator's office re mediation in-person or via Zoom		0.20	\$189.60
RJW	05/10/2023	0.20	0.20	948.00	189.60
05/10/2023	RJW	Emails with Expert re status. Set f/u for 5/11		0.20	\$189.60
NJS	05/10/2023	0.10	0.10	948.00	94.80
05/10/2023	NJS	Email from defense counsel via JAMS Access		0.10	\$94.80
RJW	05/11/2023	0.50	0.50	948.00	474.00
05/11/2023	RJW	Conference call with mediator re analysis, preliminary findings, necessary info, etc.		0.50	\$474.00
RJW	05/11/2023	0.35	0.35	948.00	331.80
05/11/2023	RJW	Emails with OPC re class member payroll / time data issue. Verifying parameters.		0.35	\$331.80

RJW	05/11/2023		3.50	3.50	948.00	3,318.00
05/11/2023	RJW	Began drafting mediation brief. Review of file, complaints, answer, LWDA letter, notes, etc.			3.50	\$3,318.00
RJW	05/11/2023		2.50	2.50	948.00	2,370.00
05/11/2023	RJW	Pre-mediation data and doc review.			2.50	\$2,370.00
NJS	05/11/2023		0.10	0.10	948.00	94.80
05/11/2023	NJS	Email from mediator's assistant via JAMS Access			0.10	\$94.80
NJS	05/11/2023		0.10	0.10	948.00	94.80
05/11/2023	NJS	Email from mediator's assistant			0.10	\$94.80
RJW	05/12/2023		0.25	0.25	948.00	237.00
05/12/2023	RJW	Reviewed / approved confidentiality agreement.			0.25	\$237.00
RJW	05/12/2023		0.50	0.50	948.00	474.00
05/12/2023	RJW	Conference call with OPC / emails with Mediator re postponement			0.50	\$474.00
NJS	05/12/2023		0.20	0.20	948.00	189.60
05/12/2023	NJS	JAMS Access emails from mediator's assistant; JAMS Access email from defense counsel			0.20	\$189.60
RJW	05/15/2023		1.50	1.50	948.00	1,422.00
05/15/2023	RJW	Reviewing Expert Analysis. Telephone conference w/OPC re same.			1.50	\$1,422.00
NJS	05/15/2023		0.10	0.10	948.00	94.80
05/15/2023	NJS	Email from mediator's assistant			0.10	\$94.80
NJS	05/16/2023		0.20	0.20	948.00	189.60
05/16/2023	NJS	Review/sign mediator's confidentiality agreement			0.20	\$189.60
RJW	05/17/2023		0.20	0.20	948.00	189.60
05/17/2023	RJW	Emails with OPC re mediation rescheduling			0.20	\$189.60
RJW	05/18/2023		0.35	0.35	948.00	331.80
05/18/2023	RJW	Emails with OPC and mediator's office re mediation dates			0.35	\$331.80
RJW	05/19/2023		0.50	0.50	948.00	474.00
05/19/2023	RJW	Emails with OPC and co-counsel re mediation, facts, claims, etc.			0.50	\$474.00
NJS	05/22/2023		0.10	0.10	948.00	94.80
05/22/2023	NJS	JAMS Access email re: Notice of Rescheduled Mediation			0.10	\$94.80
RJW	05/23/2023		0.20	0.20	948.00	189.60
05/23/2023	RJW	Conference with expert re new mediation date / status.			0.20	\$189.60
RJW	05/31/2023		0.50	0.50	948.00	474.00
05/31/2023	RJW	Emails with Expert re status / follow up 6/12			0.50	\$474.00
NJS	05/31/2023		0.10	0.10	948.00	94.80
05/31/2023	NJS	Email from mediator's office			0.10	\$94.80
RJW	06/01/2023		0.25	0.25	948.00	237.00
06/01/2023	RJW	Emails with Co-counsel re status.			0.25	\$237.00
NJS	06/02/2023		0.10	0.10	948.00	94.80
06/02/2023	NJS	Email from defense counsel's assistant with draft stipulation and PO			0.10	\$94.80
RJW	06/03/2023		0.50	0.50	948.00	474.00
06/03/2023	RJW	Reviewed / approved stip re deadlines			0.50	\$474.00

NJS	06/05/2023	0.10	0.10	948.00	94.80
06/05/2023	NJS	ECF email re: Document No. 22 (Stipulation and PO re: Continuance of Deadlines)		0.10	\$94.80
NJS	06/05/2023	0.20	0.20	948.00	189.60
06/05/2023	NJS	Emails from defense counsel's assistant to Judge Mueller		0.20	\$189.60
NJS	06/09/2023	0.10	0.10	948.00	94.80
06/09/2023	NJS	Email from mediator's case manager		0.10	\$94.80
RJW	06/13/2023	1.00	1.00	948.00	948.00
06/13/2023	RJW	Prepared for / participated in conference with Expert re analysis / assumptions. Drafted email to Expert with further questions.		1.00	\$948.00
RJW	06/14/2023	1.00	1.00	948.00	948.00
06/14/2023	RJW	Reviewed updated workbook. Emails with expert re analysis / questions.		1.00	\$948.00
RJW	06/14/2023	6.00	6.00	948.00	5,688.00
06/14/2023	RJW	Continued data review / analysis		6.00	\$5,688.00
RJW	06/15/2023	0.25	0.25	948.00	237.00
06/15/2023	RJW	Correspondence with Mediator's office		0.25	\$237.00
RJW	06/15/2023	5.25	5.25	948.00	4,977.00
06/15/2023	RJW	Continued data review / analysis and cross checking		5.25	\$4,977.00
NJS	06/15/2023	0.20	0.20	948.00	189.60
06/15/2023	NJS	Email from mediator's office; review/sign mediator's confidentiality agreement		0.20	\$189.60
RJW	06/16/2023	0.25	0.25	948.00	237.00
06/16/2023	RJW	Emails / telephone conference with Expert re analysis / budget		0.25	\$237.00
RJW	06/16/2023	0.20	0.20	948.00	189.60
06/16/2023	RJW	Reviewed Dkt. No. 23 / updated callendar		0.20	\$189.60
NJS	06/16/2023	0.10	0.10	948.00	94.80
06/16/2023	NJS	ECF email re: Document No. 23 (Order Continuing Deadlines)		0.10	\$94.80
RJW	06/23/2023	0.20	0.20	948.00	189.60
06/23/2023	RJW	Emails with Mediator's office re briefs / status.		0.20	\$189.60
NJS	06/23/2023	0.10	0.10	948.00	94.80
06/23/2023	NJS	Email from mediator's case manager		0.10	\$94.80
NJS	06/23/2023	0.10	0.10	948.00	94.80
06/23/2023	NJS	Email from mediator's office		0.10	\$94.80
RJW	06/25/2023	6.50	6.50	948.00	6,162.00
06/25/2023	RJW	Reviewed data / docs. Cross-checking expert numbers.		6.50	\$6,162.00
RJW	06/26/2023	8.20	8.20	948.00	7,773.60
06/26/2023	RJW	Drafting mediation brief. Emails / telephone conference with co-counsel re claims / strategy / analysis. Reviewed file, etc. Research as necessary.		8.20	\$7,773.60
NJS	06/26/2023	0.10	0.10	948.00	94.80
06/26/2023	NJS	Email from mediator's office		0.10	\$94.80
RJW	06/28/2023	0.25	0.25	948.00	237.00
06/28/2023	RJW	Emails with co-counsel re status.		0.25	\$237.00

RJW	06/29/2023	0.50	0.50	948.00	474.00
06/29/2023	RJW	Prepared for / participated in conference call with co-counsel re mediation, analysis.		0.50	\$474.00
RJW	06/29/2023	2.00	2.00	948.00	1,896.00
06/29/2023	RJW	Preparing for mediation. Emails with OPC re mediation, pre-mediation conference call. Set call for 7/3.		2.00	\$1,896.00
RJW	06/30/2023	0.20	0.20	948.00	189.60
06/30/2023	RJW	Emails with OPC re pre-mediation call.		0.20	\$189.60
RJW	06/30/2023	2.25	2.25	948.00	2,133.00
06/30/2023	RJW	Preparing for mediation. Prepared for / participated conference call with co-counsel re mediation / strategy.		2.25	\$2,133.00
RJW	06/30/2023	1.00	1.00	948.00	948.00
06/30/2023	RJW	Reviewed / approved co-counsel's edits to brief		1.00	\$948.00
NJS	06/30/2023	0.10	0.10	948.00	94.80
06/30/2023	NJS	Email from mediator's case manager		0.10	\$94.80
RJW	07/03/2023	0.25	0.25	948.00	237.00
07/03/2023	RJW	Finalized / submitted brief.		0.25	\$237.00
RJW	07/03/2023	1.50	1.50	948.00	1,422.00
07/03/2023	RJW	Prepared for / participated in conference call with OPC re mediation, claims, data points. Set F/U call for 7/6. Reviewed Pascual settlement		1.50	\$1,422.00
RJW	07/05/2023	2.75	2.75	948.00	2,607.00
07/05/2023	RJW	Conference with Expert re Pascual / limitation to class period. Revised / updated brief. Emails with mediator re same.		2.75	\$2,607.00
RJW	07/05/2023	0.25	0.25	948.00	237.00
07/05/2023	RJW	Emails with Mediator. Set conference call for 7/6		0.25	\$237.00
NJS	07/05/2023	0.10	0.10	948.00	94.80
07/05/2023	NJS	Email from mediator's case manager		0.10	\$94.80
NJS	07/05/2023	0.20	0.20	948.00	189.60
07/05/2023	NJS	Emails from mediator		0.20	\$189.60
RJW	07/06/2023	0.50	0.50	948.00	474.00
07/06/2023	RJW	Conference with Carralez re damages analysis, claims, strategy, availability.		0.50	\$474.00
RJW	07/06/2023	3.75	3.75	948.00	3,555.00
07/06/2023	RJW	Preparing for mediation. Prepared for / participated in conference call with Mediator re facts, claims, mediation procedures.		3.75	\$3,555.00
RJW	07/06/2023	2.00	2.00	948.00	1,896.00
07/06/2023	RJW	Emails with OPC re 12 Hr Lunch Option / waivers. Reviewed case law from OPC. Addition research re permissibility.		2.00	\$1,896.00
NJS	07/06/2023	0.10	0.10	948.00	94.80
07/06/2023	NJS	Email from mediator's case manager		0.10	\$94.80
RJW	07/07/2023	1.00	1.00	948.00	8.00
07/07/2023	RJW	Emails with co-counsel / OPC re 12 HR Lunch Option / Waivers. Conference with Carralez re same.		1.00	\$8.00
RJW	07/07/2023	7.75	7.75	948.00	7,347.00
07/07/2023	RJW	Mediation		7.75	\$7,347.00

RJW	07/07/2023	1.00	1.00	948.00	948.00
07/07/2023	RJW	Conference call / emails with Mediator and co-counsel re mediator's proposal.		1.00	\$948.00
RJW	07/10/2023	0.50	0.50	948.00	474.00
07/10/2023	RJW	Reviewed approved stip to continue deadline for responsive pleading.		0.50	\$474.00
RJW	07/10/2023	0.25	0.25	948.00	237.00
07/10/2023	RJW	Emails with Expert re bills. Determined total costs		0.25	\$237.00
NJS	07/10/2023	0.20	0.20	948.00	189.60
07/10/2023	NJS	ECF email re: Document No. 24 (Stipulation and PO re: Responsive Pleading Deadline); email from defense counsel's assistant		0.20	\$189.60
RJW	07/13/2023	0.20	0.20	948.00	189.60
07/13/2023	RJW	Reviewed Court Order re EOT		0.20	\$189.60
RJW	07/13/2023	0.50	0.50	948.00	474.00
07/13/2023	RJW	Emails with Mediator re status / proposal		0.50	\$474.00
NJS	07/13/2023	0.10	0.10	948.00	94.80
07/13/2023	NJS	ECF email re: Document No. 25 (Order Continuing Deadline for Defendant to Respond to FAC)		0.10	\$94.80
RJW	07/14/2023	0.20	0.20	948.00	189.60
07/14/2023	RJW	Emails with Expert		0.20	\$189.60
RJW	07/17/2023	0.50	0.50	948.00	474.00
07/17/2023	RJW	Emails / conference with mediator re class data, terms, etc.		0.50	\$474.00
RJW	07/17/2023	1.50	1.50	948.00	1,422.00
07/17/2023	RJW	Emails with Expert re class data. Reviewed revised analysis.		1.50	\$1,422.00
RJW	07/17/2023	0.50	0.50	948.00	474.00
07/17/2023	RJW	Reviewed mediator's proposals. Emails with co-counsel re same.		0.50	\$474.00
RJW	07/18/2023	2.00	2.00	948.00	1,896.00
07/18/2023	RJW	Continued review of revised analysis / evaluation of mediators proposal. Conferences with co-counsel and clients re analysis / strategy / terms / merits.		2.00	\$1,896.00
RJW	07/21/2023	0.50	0.50	948.00	474.00
07/21/2023	RJW	Communications with clients re mediator's proposal		0.50	\$474.00
RJW	07/21/2023	1.50	1.50	948.00	1,422.00
07/21/2023	RJW	Reviewed Preliminary Approval Motion and associated filings. Conference with co-counsel re hearing / strategy.		1.50	\$1,422.00
RJW	07/22/2023	0.25	0.25	948.00	237.00
07/22/2023	RJW	Emails re LSA		0.25	\$237.00
RJW	07/25/2023	0.20	0.20	948.00	189.60
07/25/2023	RJW	Emails from Admin re project, timeline, etc.		0.20	\$189.60
NJS	07/25/2023	0.10	0.10	948.00	94.80
07/25/2023	NJS	Receipt of settlement confirmation (i.e., mediator's proposal accepted)		0.10	\$94.80
RJW	07/26/2023	0.20	0.20	948.00	189.60
07/26/2023	RJW	Emails with OPC re post preliminary approval call to address court's concerns / comments at hearing		0.20	\$189.60

RJW	07/27/2023		1.00	1.00	948.00	948.00
07/27/2023	RJW	Emails / telephone conferences with co-counsel, plaintiff, and mediator's office re plaintiffs' acceptance of proposals.		1.00		\$948.00
RJW	07/27/2023		0.25	0.25	948.00	237.00
07/27/2023	RJW	Emails with OPC and Mediator re settlement / final papers / setting up F/U call.		0.25		\$237.00
RJW	07/28/2023		0.75	0.75	948.00	711.00
07/28/2023	RJW	Reviewed / revised / edited proposed stip. Conference with OPC re same.		0.75		\$711.00
RJW	07/28/2023		0.50	0.50	948.00	8.00
07/28/2023	RJW	Prepared for / participated in conference with OPC re settlement / documentation / timeline / etc.		0.50		\$8.00
RJW	07/28/2023		0.50	0.50	948.00	474.00
07/28/2023	RJW	Communications with mediator's office re supplemental billing.		0.50		\$474.00
NJS	07/28/2023		0.10	0.10	948.00	94.80
07/28/2023	NJS	ECF email re: Document No. 26 (Stipulation and Proposed Order for Vacating Deadlines and Dates); email from defense counsel's assistant		0.10		\$94.80
RJW	08/01/2023		1.00	1.00	948.00	948.00
08/01/2023	RJW	Began drafting settlement agreement.		1.00		\$948.00
NJS	08/01/2023		0.10	0.10	948.00	94.80
08/01/2023	NJS	ECF email re: Document No. 27 (Stipulation and Order signed by Judge Mueller)		0.10		\$94.80
RJW	08/02/2023		0.35	0.35	948.00	331.80
08/02/2023	RJW	Conference with Carralez re status / strategy.		0.35		\$331.80
RJW	08/02/2023		0.50	0.50	948.00	474.00
08/02/2023	RJW	Reviewed operative pleadings / emails with co-counsel re drafting amended complaint.		0.50		\$474.00
RJW	08/02/2023		5.00	5.00	948.00	4,740.00
08/02/2023	RJW	Completed first draft of settlement agreement. Reviewing file, damages analysis, mediator's proposal, etc. as necessary. Emails with co-counsel re same.		5.00		\$4,740.00
RJW	08/03/2023		2.50	2.50	948.00	2,370.00
08/03/2023	RJW	Drafted class notice. Emails with OPC and co-counsel re same.		2.50		\$2,370.00
RJW	08/08/2023		0.25	0.25	948.00	237.00
08/08/2023	RJW	Emails with co-counsel re settlement agreement / revisions / status		0.25		\$237.00
RJW	08/10/2023		0.25	0.25	948.00	237.00
08/10/2023	RJW	Emails with Expert re bill		0.25		\$237.00
RJW	08/10/2023		4.00	4.00	948.00	3,792.00
08/10/2023	RJW	Reviewing / revising / editing Co-counsel's comments to Class Action Settlement Agreement and Amended Complaint. Telephone conference with co-counsel re revisions / strategy. Emails with OPC.		4.00		\$3,792.00
RJW	08/15/2023		0.50	0.50	948.00	474.00
08/15/2023	RJW	Emails with OPC re settlement agreement / status.		0.50		\$474.00
RJW	08/24/2023		0.25	0.25	948.00	237.00
08/24/2023	RJW	Emails with OPC re status		0.25		\$237.00

RJW	08/28/2023		0.50	0.50	948.00	474.00
08/28/2023	RJW	Drafted Joint Status Report			0.50	\$474.00
RJW	08/29/2023		3.00	3.00	948.00	2,844.00
08/29/2023	RJW	Revising / Editing Settlement Agreement. Emails with Mediator re fully executed MOU. Reviewed complaints / LWDA letters re releases, etc.			3.00	\$2,844.00
RJW	08/31/2023		0.50	0.50	948.00	474.00
08/31/2023	RJW	Reviewed / approved OPC's changes to Joint Report. Emails with OPC re same. Filed Joint Report.			0.50	\$474.00
NJS	08/31/2023		0.10	0.10	948.00	94.80
08/31/2023	NJS	ECF email re: Document No. 28 (Joint Statement of Status)			0.10	\$94.80
RJW	09/05/2023		0.25	0.25	948.00	237.00
09/05/2023	RJW	Reviewed Court's Order re Joint Report			0.25	\$237.00
RJW	09/05/2023		2.50	2.50	948.00	2,370.00
09/05/2023	RJW	Reviewed / approved Baysinger's edits to Settlement. Further revision / editing as necessary. Emails with Co-counsel re edits / strategy. Emails with OPC re status / Settlement.			2.50	\$2,370.00
NJS	09/05/2023		0.10	0.10	948.00	94.80
09/05/2023	NJS	ECF email re: Document No. 29 (Minute Order re: Joint Status Report)			0.10	\$94.80
VJK	09/05/2023		0.10	0.10	948.00	94.80
09/05/2023	VJK	Receive/review Dkt No. 29			0.10	\$94.80
JDE	09/05/2023		1.00	1.00	948.00	948.00
09/05/2023	JDE	Review draft class settlement agreement and make necessary edits.			1.00	\$948.00
RJW	09/14/2023		0.25	0.25	948.00	237.00
09/14/2023	RJW	Emails with OPC and co-counsel re status.			0.25	\$237.00
RJW	09/22/2023		0.50	0.50	948.00	474.00
09/22/2023	RJW	Emails with OPC and co-counsel re status.			0.50	\$474.00
RJW	09/29/2023		0.20	0.20	948.00	189.60
09/29/2023	RJW	Left message for OPC re settlement / status			0.20	\$189.60
RJW	10/02/2023		0.50	0.50	948.00	474.00
10/02/2023	RJW	Drafted Joint Statement. Emails with OPC re same / status			0.50	\$474.00
RJW	10/02/2023		0.75	0.75	948.00	711.00
10/02/2023	RJW	Emails with Administrators re bids, project, timeline, etc.			0.75	\$711.00
NJS	10/03/2023		0.10	0.10	948.00	94.80
10/03/2023	NJS	ECF email re: Document No. 30 (Joint Status Statement)			0.10	\$94.80
NJS	10/06/2023		0.10	0.10	948.00	94.80
10/06/2023	NJS	ECF email re: Document No. 31 (Order re: Stipulation of Dismissal); review order			0.10	\$94.80
RJW	10/13/2023		0.20	0.20	948.00	189.60
10/13/2023	RJW	Emails to OPC re status.			0.20	\$189.60
RJW	10/20/2023		0.20	0.20	948.00	189.60
10/20/2023	RJW	Emails with OPC re status.			0.20	\$189.60
RJW	10/23/2023		2.00	2.00	948.00	1,896.00
10/23/2023	RJW	Reviewed / approved OPC's edits to settlement agreement. Emails with OPC and co-counsel re same.			2.00	\$1,896.00

RJW	10/23/2023	4.00	4.00	948.00	3,792.00
10/23/2023	RJW	Began drafting RJW Dec ISO Motion for Preliminary Approval		4.00	\$3,792.00
RJW	10/26/2023	0.25	0.25	948.00	237.00
10/26/2023	RJW	Emails with OPC re settlement agreement, stip, status.		0.25	\$237.00
RJW	10/27/2023	1.50	1.50	948.00	1,422.00
10/27/2023	RJW	Communications with OPC and co-counsel re settlement / terms / status. Revised, edited settlement agreement.		1.50	\$1,422.00
RJW	10/27/2023	1.00	1.00	948.00	948.00
10/27/2023	RJW	Drafting Stip of Dismissal and Joint Statement. Emails with OPC re same.		1.00	\$948.00
RJW	10/30/2023	0.50	0.50	948.00	474.00
10/30/2023	RJW	Emails with OPC re settlement, status, stip. Reviewed / approved modifications to stip.		0.50	\$474.00
NJS	10/30/2023	0.10	0.10	948.00	94.80
10/30/2023	NJS	ECF email re: Document No. 32 (Joint Statement of Status)		0.10	\$94.80
RJW	11/02/2023	1.50	1.50	948.00	1,422.00
11/02/2023	RJW	Reviewed / approved / executed settlement agreement. Conference with clients re terms / execution. Emails with co-counsel re same.		1.50	\$1,422.00
RJW	11/03/2023	0.50	0.50	948.00	474.00
11/03/2023	RJW	Emails with OPC, Co-counsel, and clients re settlement agreement / status.		0.50	\$474.00
RJW	11/03/2023	0.50	0.50	948.00	474.00
11/03/2023	RJW	Reviewed / approved OPC's changes to stip to dismiss.		0.50	\$474.00
RJW	11/03/2023	5.50	5.50	948.00	5,214.00
11/03/2023	RJW	Continued drafting RJW Dec ISO Preliminary Approval. Reviewing damages model, mediation brief, pleadings, etc.		5.50	\$5,214.00
NJS	11/03/2023	0.10	0.10	948.00	94.80
11/03/2023	NJS	ECF email re: Document No. 33 (Joint Statement of Dismissal)		0.10	\$94.80
RJW	11/10/2023	3.50	3.50	948.00	3,318.00
11/10/2023	RJW	Continued drafting Memo of Points and Authorities ISO Preliminary Approval. Completed Kullar Analysis		3.50	\$3,318.00
RJW	11/13/2023	1.50	1.50	948.00	1,422.00
11/13/2023	RJW	Revised / edited TAC. Emails with OPC and co-counsel re settlement, TAC, Administrator, status.		1.50	\$1,422.00
RJW	11/17/2023	0.25	0.25	948.00	237.00
11/17/2023	RJW	Emails with OPC re status		0.25	\$237.00
RJW	11/21/2023	0.50	0.50	948.00	474.00
11/21/2023	RJW	Reviewed Dkt. 34 re dismissal		0.50	\$474.00
NJS	11/21/2023	0.10	0.10	948.00	94.80
11/21/2023	NJS	ECF email re: Document No. 34 (Order Dismissing Action Without Prejudice)		0.10	\$94.80
RJW	11/22/2023	0.25	0.25	948.00	237.00
11/22/2023	RJW	Emails with OPC re TAC / settlement / Status.		0.25	\$237.00
RJW	11/22/2023	4.75	4.75	948.00	4,503.00
11/22/2023	RJW	Began drafting rafting Memo of Points and Authorities ISO		4.75	\$4,503.00

Preliminary Approval. Research as necessary.

RJW	11/27/2023	6.75	6.75	948.00	6,399.00
11/27/2023	RJW	Continued drafting rafting Memo of Points and Authorities ISO Preliminary Approval. Research as necessary.		6.75	\$6,399.00
RJW	11/28/2023	5.25	5.25	948.00	4,977.00
11/28/2023	RJW	Finalized first draft of RJW, Ps&As, Notice and Proposed Order		5.25	\$4,977.00
RJW	11/30/2023	1.00	1.00	948.00	948.00
11/30/2023	RJW	Reviewed / approved OPC's changes to TAC. Prepared for filing. Emails with OPC and co-counsel re same.		1.00	\$948.00
RJW	12/01/2023	0.25	0.25	948.00	237.00
12/01/2023	RJW	Eamils with co-counsel re status		0.25	\$237.00
RJW	12/05/2023	1.50	1.50	948.00	1,422.00
12/05/2023	RJW	Reviewed / approved Co-counsel's edits to MPA. Emails with OPC re same.		1.50	\$1,422.00
RJW	12/05/2023	1.25	1.25	948.00	1,185.00
12/05/2023	RJW	Drafted Stip re leave to amend. Reviewed / approved OPC's payments. Emails with OPC and co-counsel re TAC, MPA, status, timelines.		1.25	\$1,185.00
RJW	12/11/2023	0.50	0.50	948.00	474.00
12/11/2023	RJW	Emails with OPC and co-counsel re status of TAC and MPA		0.50	\$474.00
RJW	12/12/2023	0.25	0.25	948.00	237.00
12/12/2023	RJW	Emails with OPC and Co-counsel re filing of TAC		0.25	\$237.00
NJS	12/12/2023	0.20	0.20	948.00	189.60
12/12/2023	NJS	Emails from co-counsel's assistant		0.20	\$189.60
RJW	12/13/2023	0.20	0.20	948.00	189.60
12/13/2023	RJW	Emails with OPC re distribution		0.20	\$189.60
RJW	12/14/2023	0.50	0.50	948.00	474.00
12/14/2023	RJW	Conference with Carralez re status / timeline / disbursement.		0.50	\$474.00
RJW	12/15/2023	0.20	0.20	948.00	189.60
12/15/2023	RJW	Emails re TAC		0.20	\$189.60
NJS	12/15/2023	0.10	0.10	948.00	94.80
12/15/2023	NJS	Email from co-counsel's assistant		0.10	\$94.80
RJW	12/19/2023	2.50	2.50	948.00	2,370.00
12/19/2023	RJW	Revising editing Motion for Preliminary Approval and associated filings. Updated Class Notice. Reviewed / approved Baysinger's comments to docs. Emails with OPC and co-counsel re same. Secured hearing date / communications with court re same.		2.50	\$2,370.00
RJW	12/19/2023	0.25	0.25	948.00	237.00
12/19/2023	RJW	Emails with OPC and co-counsel re MPA, edits, status.		0.25	\$237.00
JDE	12/19/2023	2.00	2.00	948.00	1,896.00
12/19/2023	JDE	Review and edit moving papers for preliminary approval motion.		2.00	\$1,896.00
RJW	12/21/2023	0.20	0.20	948.00	189.60
12/21/2023	RJW	Emails with OPC re Class Notice		0.20	\$189.60
RJW	12/28/2023	1.00	1.00	948.00	948.00
12/28/2023	RJW	Finalized motion for filing. Emails with OPC and Co-Counsel re same / class notice		1.00	\$948.00

RJW	12/28/2023	0.50	0.50	948.00	474.00
12/28/2023	RJW	Reviewed / Approved OPC's edits to Class Notice. Finalized MPA for filing.		0.50	\$474.00
RJW	04/30/2024	0.50	0.50	948.00	474.00
04/30/2024	RJW	Reviewed Court's Order re preliminary approval.		0.50	\$474.00
NJS	04/30/2024	0.20	0.20	948.00	189.60
04/30/2024	NJS	Review Court's tentative ruling re: motion for preliminary approval		0.20	\$189.60
RJW	05/01/2024	0.25	0.25	948.00	237.00
05/01/2024	RJW	Emails re rescheduled hearing / status		0.25	\$237.00
RJW	05/24/2024	3.50	3.50	948.00	3,318.00
05/24/2024	RJW	Reviewed Court's Tentative in detail. Drafted RJW Dec addressing Court's concerns. Drafted Amended Class Notice per Court's Order. Drafted Addendum modifying Settlement Agreement as necessary. Emails with OPC and Co-counsel re same.		3.50	\$3,318.00
RJW	05/28/2024	0.25	0.25	948.00	237.00
05/28/2024	RJW	Emails with OPC and Co-counsel		0.25	\$237.00
RJW	05/31/2024	0.20	0.20	948.00	189.60
05/31/2024	RJW	Emails with OPC and co-counsel re court's questions / changes.		0.20	\$189.60
RJW	06/11/2024	0.50	0.50	948.00	474.00
06/11/2024	RJW	Emails with OPC and co-counsel re responses to Court's questions / stip		0.50	\$474.00
RJW	06/14/2024	0.50	0.50	948.00	474.00
06/14/2024	RJW	Reviewed / OPC's edits to supp submission. Emails with OPC re changes. Conference with Carralez and Bautista re same. Obtained signatures.		0.50	\$474.00
RJW	06/17/2024	1.50	1.50	948.00	1,422.00
06/17/2024	RJW	Conference with OPC and co-counsel re amendments / supp submission. Made changes as necessary. Created exhibits / Finalized filing. Sent to OPC for submission pending signature from Satellite.		1.50	\$1,422.00
RJW	06/18/2024	0.50	0.50	948.00	474.00
06/18/2024	RJW	Communications with OPC re filing of Dec ISO MPA		0.50	\$474.00
NJS	06/18/2024	0.10	0.10	948.00	94.80
06/18/2024	NJS	E-service email re: RJW Declaration		0.10	\$94.80
RJW	07/23/2024	1.00	1.00	948.00	948.00
07/23/2024	RJW	Reviewed order granting preliminary approval. Communications with OPC, Co-counsel, Admin and Clients re same.		1.00	\$948.00
RJW	07/26/2024	0.25	0.25	948.00	237.00
07/26/2024	RJW	Emails with OPC and Admin re timeline		0.25	\$237.00
RJW	07/30/2024	0.50	0.50	948.00	474.00
07/30/2024	RJW	Emails with Admin re timeline, data production, website, status.		0.50	\$474.00
RJW	07/31/2024	0.50	0.50	948.00	474.00
07/31/2024	RJW	Reviewed / approved Admin's edits to Class Notice		0.50	\$474.00
RJW	08/05/2024	0.25	0.25	948.00	237.00
08/05/2024	RJW	Emails with Admin and OPC re class data / website / status		0.25	\$237.00

RJW	08/06/2024	0.50	0.50	948.00	474.00
08/06/2024	RJW	Emails with Admin and OPC re data production / class notice / website / timing		0.50	\$474.00
RJW	08/07/2024	0.20	0.20	948.00	189.60
08/07/2024	RJW	Emails with Admin and OPC re class data / status		0.20	\$189.60
RJW	08/12/2024	0.25	0.25	948.00	237.00
08/12/2024	RJW	Emails with Admin re status / class list		0.25	\$237.00
RJW	08/13/2024	0.25	0.25	948.00	237.00
08/13/2024	RJW	Emails re class list / mailing / status		0.25	\$237.00
RJW	08/16/2024	0.25	0.25	948.00	237.00
08/16/2024	RJW	Emails with Admin re workweeks issue		0.25	\$237.00
RJW	08/19/2024	1.00	1.00	948.00	948.00
08/19/2024	RJW	Emails with OPC and Admin re workweeks issue / calcs. Reviewed settlement docs. Set f/u for 8/20		1.00	\$948.00
RJW	08/20/2024	0.50	0.50	948.00	474.00
08/20/2024	RJW	Conference call with OPC and Admin re class weeks issue.		0.50	\$474.00
RJW	08/21/2024	0.50	0.50	948.00	474.00
08/21/2024	RJW	Emails with OPC and Admin re final calcs / timeline		0.50	\$474.00
RJW	08/26/2024	0.25	0.25	948.00	237.00
08/26/2024	RJW	Emails with Admin and OPC re class list / mailing / status		0.25	\$237.00
RJW	08/27/2024	0.50	0.50	948.00	474.00
08/27/2024	RJW	Reviewed final class notice. Emails with OPC and Admin re same		0.50	\$474.00
RJW	09/17/2024	0.25	0.25	948.00	237.00
09/17/2024	RJW	Communications with CM re status		0.25	\$237.00
NJS	09/17/2024	0.10	0.10	948.00	94.80
09/17/2024	NJS	Email from potential class member		0.10	\$94.80
RJW	10/18/2024	0.20	0.20	948.00	189.60
10/18/2024	RJW	Weekly Report		0.20	\$189.60
RJW	10/18/2024	0.20	0.20	948.00	189.60
10/18/2024	RJW	Emails with Admin re status		0.20	\$189.60
RJW	10/25/2024	0.20	0.20	948.00	189.60
10/25/2024	RJW	Weekly report		0.20	\$189.60
RJW	11/27/2024	0.25	0.25	948.00	237.00
11/27/2024	RJW	Emails with Admin re final dec		0.25	\$237.00
RJW	11/27/2024	0.25	0.25	948.00	237.00
11/27/2024	RJW	Emails with co-counsel re final approval and fees motions		0.25	\$237.00
RJW	12/02/2024	1.50	1.50	948.00	1,422.00
12/02/2024	RJW	Emails with co-counsel re Final Approval and Fees Motions. Reviewed Court's Tentative and Preliminary Approval Orders.		1.50	\$1,422.00
RJW	12/05/2024	2.00	2.00	948.00	1,896.00
12/05/2024	RJW	Reviewing file / MPA. Prepared first draft of Declarations of Carralez and Bautista. Communications with clients re same.		2.00	\$1,896.00
RJW	12/06/2024	5.50	5.50	948.00	5,214.00
12/06/2024	RJW	Drafting RJW Dec. Reviewing tentative and order. Research as necessary. Conference with co-counsel re court's order / strategy /		5.50	\$5,214.00

status. Conference with Reps re their decs.

RJW	12/09/2024	0.75	0.75	948.00	711.00
12/09/2024	RJW	Revising / editing Rep decs. Conferences with Reps re same.		0.75	\$711.00
RJW	12/09/2024	1.50	1.50	948.00	1,422.00
12/09/2024	RJW	Conferences with Co-counsel re final approval. Revising / editing RJW Dec.		1.50	\$1,422.00
RJW	12/09/2024	2.00	2.00	948.00	1,896.00
12/09/2024	RJW	Began reviewing / editing Motion for Final Approval.		2.00	\$1,896.00
RJW	12/10/2024	4.50	4.50	948.00	4,266.00
12/10/2024	RJW	Finalized revision / editing of Motion for Final Approval and associated filings. Communications with co-counsel re status / strategy.		4.50	\$4,266.00

Total professional services:**\$338,783.80****Expenses**

C011	06/15/2022	\$6.13	
06/15/2022	Postage / Certified Mail		\$6.13
C001	09/14/2022	\$402.00	
09/14/2022	Clerk/Court Filing Fees : CALEASTERNCTcc		\$402.00
C001	09/14/2022	\$75.00	
09/14/2022	Clerk/Court Filing Fees : LWDA/PAGAcc		\$75.00
C001	09/14/2022	\$75.00	
09/14/2022	Clerk/Court Filing Fees : LWDArjw		\$75.00
E113	09/19/2022	\$104.00	
Invoice # nijscs			
09/19/2022	VALPRO ATTORNEY SERVICES; Invoice # nijscs; Subpoena/Processor Fees		\$104.00
C020	02/09/2023	\$10,475.00	
Invoice # SCA-20412			
02/09/2023	JAMS, INC.; Invoice # SCA-20412; Mediation Fee		\$10,475.00
E119	05/09/2023	\$1,093.45	
Invoice # #23718			
05/09/2023	ECON ONE RESEARCH, INC.; Invoice # #23718; Experts		\$1,093.45
E119	06/13/2023	\$7,916.30	
Invoice # #23897			
06/13/2023	ECON ONE RESEARCH, INC.; Invoice # #23897; Experts		\$7,916.30
E119	07/10/2023	\$463.13	
Invoice # #24067			
07/10/2023	ECON ONE RESEARCH, INC.; Invoice # #24067; Experts		\$463.13
C020	07/17/2023	\$500.00	
Invoice # #6752126			
07/17/2023	JAMS, INC.; Invoice # #6752126; Mediation Fee Deposit		\$500.00
C020	07/28/2023	\$4,890.00	
Invoice # SCA-20412			
07/28/2023	JAMS, INC.; Invoice # SCA-20412; Mediation Fee		\$4,890.00

E119	08/10/2023	\$524.88	
Invoice # SCA-20412			
08/10/2023	ECON ONE RESEARCH, INC.; Invoice # SCA-20412; Experts		\$524.88
C001	12/29/2023	\$81.16	
12/29/2023	Clerk/Court Filing Fees: RAPIDLEGAL#8824114cc		\$81.16
C001	07/03/2024	\$19.36	
07/03/2024	Clerk/Court Filing Fees: RAPIDLEGAL#9950548cc		\$19.36
C001	07/18/2024	\$19.36	
07/18/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10033446cc		\$19.36
C001	07/23/2024	\$19.36	
07/23/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10057190cc		\$19.36

Total expenses: **\$26,664.13**

Current charges: \$365,447.93

Summary:

Previous balance brought forward:	\$0.00
Payments applied:	\$0.00
Adjustments made:	\$0.00
Current Charges:	\$365,447.93
Discount	\$0.00

Total Amount Now Due: **\$365,447.93**

Service Provider Summary

Baysinger, Jenny D.	3.25	948.00	3,081.00
Scardigli, Nicholas F,	21.60	948.00	20,476.80
Wasserman, Robert J.	318.70	948.00	300,721.60
Kozina, Vladimir J	15.30	948.00	14,504.40