

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ORANGE**

15 ERIN JONES and MATTHEW
16 SHACHNO, individuals, and on behalf of
17 other members of the general public
18 similarly situated,

19 Plaintiff,

20 vs.

21 MARRIOTT INTERNATIONAL, INC., as
22 unknown business entity; and DOES 1
23 through 100, inclusive,

24 Defendants.

Case No. 30-2021-01183306-CU-OE-CXC

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARDS**

Hearing Date: November 6, 2025

Hearing Time: 2:00 p.m.

[*Hearing scheduled by Order dated June 4,
2025*]

Judge: Hon. Melissa McCormick

Dept.: CX105

Action Filed: February 8, 2021

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Erin Jones and Matthew Shachno ("Plaintiffs") in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein. This declaration is being submitted in support to the Plaintiffs' motion for final approval
7 of the class settlement, including attorneys' fees, costs and service awards.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake
22 the instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement and
28 amendments thereto (collectively the "Agreement") between the parties is attached hereto as Exhibit #2.

1 Plaintiffs and Defendant Marriott International Inc. ("Defendant") reached a full and final settlement of
2 the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
3 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Two Million
4 Four Hundred Seventy Thousand Dollars (\$2,470,000). (Agreement at ¶ 1.21.) Under the Settlement,
5 the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class
6 Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel
7 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) Class Representative Service
8 Payments to the Plaintiffs; (5) the Individual PAGA Payments; and (6) the LWDA PAGA Payment.
9 (Agreement at ¶ 1.21.)

10 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
11 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ 3.1.)

13 (c) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
14 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator 30 days
15 after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
16 Participating Class Members along with the other Court-approved distributions shall be made by the
17 Administrator within thirty (30) business days after Defendant funds the Gross Settlement Amount.
18 (Agreement at ¶ 5.1.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
20 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
21 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
22 Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to
23 Participating Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.3.) From
24 the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be
25 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period and (b) multiplying the result by each Participating
27 Class Member's Workweeks. (Agreement at ¶ 3.3(e).) Workweeks will be based on Defendant's records,
28 however, Class Members can challenge their number of Workweeks.

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
2 the Court by mailing the notice packets after updating class members' addresses using the National
3 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
4 notices to any forwarding address provided or updated address located. See Declaration of Cassandra
5 Polites ("Polites Decl.") at ¶¶ 4-10. Class Members were provided with the opportunity to exclude
6 themselves or "opt out" if they did not want to participate in the settlement. *Id.* at ¶ 7, Exh. A. To date,
7 the Administrator has not received any written objections and not received any requests for exclusion.
8 Polites Decl. at ¶¶ 11-12. Currently, 100% of the Class will participate in the Settlement and will be sent
9 a settlement check. Polites Decl. at ¶ 15. A supplemental declaration from the Administrator verifying
10 the final administration details will be provided in advance of the hearing.

11 (f) A Participating Class Member must cash his or her Individual Class Payment check within
12 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
13 be voided and any funds represented by such checks shall be transmitted to the California Controller's
14 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject
15 to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

16 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
17 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount
18 estimated to be \$27,850. The Agreement originally provided for Administration expenses not to exceed
19 \$25,000 based upon an initial estimate, however, after the execution of the Agreement when the final
20 figure for class members was ascertained, the revised administration estimate based upon the final class
21 size is in the amount of \$27,850. The total Administration Expenses Payment, including fees and costs
22 incurred to-date, as well as anticipated fees and costs for completion of the settlement administration will
23 be set forth in the Supplemental Declaration of Cassandra Polites.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
26 (Agreement at ¶ 3.3(b).) Class Counsel will also be allowed to apply separately for an award of Class
27 Counsel Litigation Expenses Payment in an amount not to exceed \$85,000. (Agreement at ¶ 3.3(b).)
28 Subject to Court approval, the Agreement provides for payments of no more than \$5,000 each to the

1 Plaintiffs as the Class Representative Service Payment. (Agreement at ¶ 3.3(a).) In support of this
2 separate requests for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is
3 providing evidentiary support, for these requests, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties. The PAGA Penalties are \$50,000. (Agreement at ¶ 3.3(d).) Pursuant to
6 the express requirements of California Labor Code § 2699(i), the PAGA Penalties shall be allocated as
7 follows: 75% shall be allocated to the LWDA as its share of the civil penalties and 25% allocated to the
8 Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their
9 respective PAGA Pay Periods. (Agreement at ¶ 3.3(d).) As set forth in the accompanying proof of
10 service, the LWDA has been served with this motion and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is "fair, adequate and reasonable" (Preliminary Approval Order at ¶1.) In sum, the Settlement
14 valued at \$2,470,000 is an excellent result for the Class. This result is particularly favorable in light of
15 the fact that liability and class certification in this case were far from certain in light of the defenses
16 asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
17 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
18 reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated June 4, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
22 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On August
23 20, 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which
24 provided each class member with the terms of the Settlement, including notice of the claims at issue and
25 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
26 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
27 amount to that individual. See Declaration of Cassandra Polites, Exh. A. In disseminating the notice, the
28 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.

1 The Administrator has not received any written objections and not received any requests for exclusion.
2 Currently, 100% of the Class will participate in the Settlement and will be sent a settlement check.

3
4 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
5 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
6 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
7 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
8 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
9 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
10 relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing
11 claims.

12
13 6. Procedural History of the Litigation

14 (a) On March 10, 2020, Plaintiff Shachno filed with the LWDA and served on Defendant a
15 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
16 penalties on behalf of Aggrieved Employees for various Labor Code violations. On July 13, 2020,
17 Plaintiff Shachno filed a PAGA-only complaint against Defendant on behalf of all non-exempt
18 employees of Defendant in California, which was captioned Shachno v. Marriott International, Inc.,
19 Superior Court of California, County of San Diego Case No. 37-2020-00024021-CU-OE-CTL ("Shachno
20 I"). In Shachno I, Plaintiff Shachno sought civil penalties under PAGA for the following alleged
21 violations: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay
22 wages due during employment and upon separation of employment; (5) failure to issue accurate itemized
23 wage statements and maintain records; (6) failure to indemnify for expenditures or losses in discharge
24 of duties; and (7) failure to provide gratuities. On May 23, 2022, Plaintiff Shachno filed a putative class
25 action complaint in San Diego County Superior Court Case No. 37-2022-00019579 against Defendant
26 seeking recovery of damages for all non-exempt employees of Defendant in California ("Shachno II").
27 On August 18, 2022, Defendant filed a Notice of Removal of Shachno II to the U.S. District Court for
28 the Southern District of California, which was captioned Shachno v. Marriott International, Inc., Case

1 No. 3:22-cv-01215-TWR-JLB after removal, and Shachno II has been proceeding in federal court. The
2 class action complaint in Shachno II alleges the following claims: (1) unpaid wages; (2) meal period
3 violations; (3) rest period violations; (4) failure to pay wages due during employment and upon
4 separation of employment; (5) failure to issue accurate itemized wage statements and maintain records;
5 (6) failure to indemnify for expenditures or losses in discharge of duties; (7) failure to provide gratuities;
6 and (8) violation of Business and Professions Code Sections 17200 et seq.

7 (b) On February 8, 2021, Plaintiff Jones filed a putative class action complaint against
8 Defendant (and non-entity "JW Marriott Anaheim Resort") seeking recovery of damages for all
9 non-exempt employees of Defendant in California, which was captioned Jones et al. v. JW Marriott
10 Anaheim Resort et al., Superior Court of the State of California, County of Orange Case No.
11 30-2021-01183306-CU-OE-CXC ("Jones I"). On April 15, 2021 Defendant filed a Notice of Removal
12 of Jones I to the U.S. District Court for the Central District of California (Case No. 8:21-cv-00703). On
13 May 13, 2021, Plaintiff Jones filed a First Amended Complaint ("FAC") in federal court. On June 17,
14 2021, the federal court remanded Jones I back to the state court. Plaintiff Jones's class action FAC
15 alleges the following claims: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4)
16 failure to pay wages due during employment and upon separation of employment; (5) failure to issue
17 accurate itemized wage statements and maintain records; (6) failure to indemnify for expenditures or
18 losses in discharge of duties; and (7) violation of Business and Professions Code Sections 17200 et seq.
19 On July 7, 2021, Plaintiff Jones filed with the LWDA and served on Defendant a notice under Labor
20 Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf
21 of Aggrieved Employees for various Labor Code violations. On September 10, 2021, Plaintiff Jones filed
22 a PAGA-only complaint against Defendant (and non-entity "JW Marriott Anaheim Resort") on behalf
23 of all non-exempt employees of Defendant in California, which was captioned Jones et al. v. JW Marriott
24 Anaheim Resort et al., Superior Court of California, County of Orange Case No. 30-2021-01220455
25 ("Jones II"). Jones II sought civil penalties under PAGA for the following alleged violations: (1) unpaid
26 wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during
27 employment and upon separation of employment; (5) failure to issue accurate itemized wage statements
28

1 and maintain records; and (6) failure to indemnify for expenditures or losses in discharge of duties.

2 (c) As part of this Settlement, on or about January 8, 2024, Plaintiffs filed a Second Amended
3 Complaint in Jones I (via joint Stipulation). This Second Amended Complaint is referred to as the
4 "Operative Complaint". This Operative Complaint conforms the pleadings in Jones I with the claims set
5 forth in Shachno I, Shachno II, and Jones II, as well as the scope of the releases set forth in the
6 Agreement. The Operative Complaint was revised to: (i) include Shachno as a named plaintiff; (ii)
7 include Shachno's counsel as counsel; (iii) omit "JW Marriott Anaheim Resort" as a named defendant
8 (as it is not a legal entity); (iv) define the class in Jones I to include only former or current hourly
9 non-exempt employees who were employed by Defendant at either the JW Marriott Anaheim or the
10 Marriott Marquis San Diego in California at any time during the period from February 8, 2017 to the
11 present; (v) include the PAGA claims alleged in Shachno I and Jones II and define the PAGA aggrieved
12 employees to include only current or former hourly non-exempt employees who were employed by
13 Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego in California at any time
14 during the period from March 10, 2019 to the present; and (vi) include all substantive claims and
15 allegations contained in the operative complaints in Jones II, Shachno I, and Shachno II, as well as other
16 claims that could have been brought in any of those actions based on the facts alleged in same. After the
17 filing of the Operative Complaint in Jones I, the Parties will effectuate the dismissal in the Shachno I,
18 Shachno II, and Jones II actions pursuant to paragraph 2.9 of the Agreement, leaving only the Jones I
19 action with all of the claims and Parties consolidated in one action for purposes of approval.

20 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
21 including depositions, formal and informal discovery, the production of documents which consisted of
22 33,000 pages, class data, and other information, allowing for the full and complete analysis of liabilities
23 and defenses to the claims in the Action. Plaintiffs performed formal discovery, which included the
24 production and analysis of hundreds of pages of documents. The information for mediation obtained by
25 Plaintiff included: (1) data concerning the class; (2) extensive payroll, time punch, and employment data
26 and other pertinent information regarding the Class Members; (3) Defendant's wage and hour policies
27 including compensation and employment-related materials; (4) the employment files for the Plaintiffs;

1 and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data
2 and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
3 claims for the Class.

4 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
5 California. The Parties have vigorously litigated the Action since inception. During the course of
6 litigation, the Parties each performed analysis of the merits and value of the claims. As discussed above,
7 Plaintiffs and Defendant have engaged in significant discovery, research and investigation in connection
8 with the Action. Class Counsel has thoroughly analyzed the value of the claims during the prosecution
9 of this Action and utilized experts (DM&A and Berger Consulting) to perform an analysis of the data and
10 valuation of the claims.

11 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation.
12 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
13 information in connection with the Action. To reach the Settlement now presented to the Court, the
14 Parties engaged in extensive negotiations which required three arms' length mediation sessions:

15 A. **First Mediation:** On May 19, 2022, Defendant and plaintiff Shachno participated
16 in an all-day private mediation to potentially resolve *Shachno I* and the soon to
17 be filed class claims in *Shachno II*. The mediation was conducted by experienced
18 wage-and-hour mediator Mark S. Rudy. The settlement discussions were
19 conducted at arm's length. The Parties reached an impasse at mediation. The
20 Parties then continued to actively litigate their respective claims and defenses.

21 B. **Second Mediation:** On August 18, 2022, Defendant and plaintiff Jones
22 participated in private mediation to potentially resolve *Jones I* and *Jones II*. The
23 mediation was conducted by experienced wage-and-hour mediator Jeffrey Krivis.
24 The settlement discussions were conducted at arm's length. The Parties reached
25 an impasse at mediation. With the assistance of the mediator, the Parties
26 continued to discuss potential resolution of these matters in good faith and
27 exchanged information to further their discussions.

1 C. **Third Mediation:** On June 8, 2023, the Parties participated in another all-day
2 mediation presided over by Jeffrey Krivis. Following the mediation, the Parties
3 agreed on the basic terms of a settlement pursuant to a mediator's proposal. The
4 Parties then negotiated the final terms of the settlement as set forth in the
5 Agreement. At all times, the negotiations were arm's length and contentious.

6 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing
7 of any kind associated with the claims alleged in the Actions and further deny that, for any purpose other
8 than settlement, the Actions are appropriate for class and/or representative treatment. Defendant
9 contends, among other things, that it has complied at all times with the California Labor Code, applicable
10 Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is
11 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
12 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
13 certification on the basis that the claims meet the requisites for class certification. Without admitting that
14 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
15 purposes only. (Agreement at ¶ 13.2.) The Parties agree that certification for settlement purposes is not
16 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
17 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
18 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
19 with respect to the Class are satisfied.

20 (h) Class Counsel investigated the facts of the class action. Extensive formal discovery was
21 performed, including multiple rounds of written discovery, depositions, and the production of 33,000
22 pages of relevant documents, and the Parties engaged in several discovery motions, conferrals, and
23 informal discovery conferences. Class Counsel engaged in a thorough review and analysis of the relevant
24 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur
25 until Class Counsel possessed substantial and sufficient information to make an informed judgment
26 regarding the likelihood of success on the merits and the results that could be obtained through further
27 litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions
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1 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own
2 independent investigation, evaluation and experience, Class Counsel believes that the settlement with
3 Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best
4 interest of the Class in light of all known facts and circumstances, including the risk of significant delay,
5 defenses asserted by Defendant, and potential appellate issues.

6

7 7. History of Settlement Discussions

8 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
9 before an experienced and well-respected mediator. Defendant has expressly denied and continue to
10 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
11 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
12 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel
13 who has previously litigated similar claims against other employers.

14 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, a respected and
15 experienced mediator of wage and hour class actions, in order to reach this Settlement (and the Parties,
16 in their separate cases, also attended two prior full-day mediations). In advance of and in preparation for
17 the mediation, Defendant provided Class Counsel with extensive payroll, time punch, and employment
18 data and other pertinent information regarding the Class Members, various internal documents, and other
19 compensation and employment-related materials. Class Counsel analyzed the data with the assistance
20 of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.
21 Following the mediation, the Parties agreed on the basic terms of a settlement pursuant to a mediator's
22 proposal.

23 (c) From August of 2023 to January of 2024, the initial settlement agreement and exhibits
24 thereto were finalized and executed. In August of 2024, the Parties finalized and executed the
25 Amendment to Class Action and PAGA Settlement Agreement which amended certain terms in the
26 original settlement agreement, per the Court's order. In December of 2024, the Parties finalized and
27 executed the Second Amendment to Class Action and PAGA Settlement Agreement which further
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1 amended certain terms in the original settlement agreement, per the Court's order. In May of 2025, the
2 Parties finalized and executed the Third Amendment to Class Action and PAGA Settlement Agreement
3 which further amended certain terms in the original settlement agreement, per the Court's order. On June
4 4, 2025, the Court granted the Motion for Preliminary Approval, and entered the Order granting
5 preliminary approval of the settlement as fair and reasonable to the Class.

6 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
7 my judgment as experienced Class Counsel, this Settlement should be finally approved.

8

9 8. The outcome of this case would have been uncertain and fraught with risks.

10 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
11 Plaintiffs and the other Class Members. Defendant asserted that its procedures and practices complied
12 with all applicable labor and employment laws. As examples only, Defendant argued that Class
13 Members were paid for all time worked, that all work time was timely, properly, and accurately recorded,
14 and that all wages were properly paid (including, but not limited to, minimum wages, overtime wages,
15 sick pay wages, gratuities, meal/rest break premiums, final pay wages, and the like). Defendant
16 contended that its meal and rest period policies and practices fully complied with California law and
17 Defendant did not fail to provide the opportunity for legally required meal and rest breaks (or otherwise
18 paid the premium where applicable). Defendant contended that there was no failure to pay for business
19 expenses. For instance, Defendant contended that and (i) any uniform maintenance, cleaning, or
20 purchase costs were either paid or not legally required to be paid; and (ii) any personal cell phone usage
21 for business purposes was strictly against company policy, and, if it occurred, such usage was merely
22 convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could
23 argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened
24 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.
25 Defendant also argues that based on its lawful practices, Defendant acted in good faith and without
26 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
27 statements. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to
28

1 the Class. Plaintiffs believe these defenses have potential merit and therefore present a serious risk to
2 recovery by the Class.

3 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be
4 unable to obtain a certified class and maintain the certified class through trial, and thereby not recover
5 on behalf of any other employees. At the time of the mediation, Defendant forcefully opposed the
6 propriety of class certification, arguing, among other things, that individual issues precluded class
7 certification. Class Counsel is aware of other cases where certification of similar claims was denied.
8 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*,
9 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the
10 class has been certified. While other cases have approved class certification in wage and hour claims,
11 class certification in this action was hotly disputed and the maintenance of a certified class through trial
12 was by no means a foregone conclusion.

13 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
14 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
15 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
16 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
17 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
18 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
19 and length of a trial against Defendant through possible appeals which could take at least another two
20 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
21 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
22 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
23 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
24 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
25 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
26 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

27 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
28

1 to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug in support of preliminary
2 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
3 favorably to the value of the claims. Based upon 2,234 Participating Class Members who collectively
4 worked 237,767 Workweeks, the Gross Settlement Amount provides a value of \$1,105.64 per Class
5 Member and \$10.39 per Workweek and, after deductions, the Net Settlement Amount provides an
6 average recovery of \$659.82 per Class Member and \$6.20 per Workweek. The calculations to
7 compensate for the amount due to the Class Members at the time the Settlement was negotiated were
8 calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the
9 data for putative class members and determined the potential maximum damages for the class claims.
10 For the Class, the maximum potential damages were calculated to be \$5,167,678 for the alleged unpaid
11 minimum and overtime wages due to off the clock, or during break, work based upon 15 minutes per
12 shift, \$483,703 for alleged meal period damages based upon a 3.6% potential violation rate for shifts
13 worked and after deducting the amount already paid for meal period premiums, \$588,971 for alleged rest
14 period damages based upon the same potential 3.6% violation rate, \$520,025 for alleged unreimbursed
15 business expenses for uniform maintenance, cleaning, and/or purchase and personal cell phone usage at
16 \$10 per month, and \$877,827 for alleged underpayment of gratuity compensation payments. Failure to
17 properly or accurately calculate and/or pay all wages/compensation (including based on the "regular rate"
18 of pay) are derivative (including regarding sick pay wages). As a result, the total damage valuation was
19 calculated that Defendant was subject to a maximum damage claim in the amount of \$7,638,204. As
20 to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of
21 between \$1,032,379 and \$4,129,514, depending on the predicate violation, and potential wage statement
22 penalties were \$7,397,104. The California Business & Professions Code §§ 17200, et seq. and failure
23 to keep/maintain complete and accurate records claims are derivative and encompassed within the above
24 valuations. Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently,
25 the Gross Settlement Amount of \$2,470,000 represents more than 32% of the maximum value of the
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1 alleged damages at issue in this case at the time this Settlement was negotiated.¹ Importantly, the recent
2 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
3 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
4 penalties, even if wages were owed to the class. The maximum calculations should then be realistically
5 risk rated in consideration for both the risk of class certification and the risk of establishing class-wide
6 liability on all claims. Given the amount of the Settlement as compared to the potential value of the
7 claims, the Settlement is most certainly fair and reasonable.² Clearly, the goal of this litigation has been
8 met.

9 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
10 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
11 defenses both to liability and to class certification. Currently, the maximum and average class member
12 allocation will be set forth in the Declaration of Cassandra Polites to be filed before the hearing on this
13 motion. Given the complexities of this case, the defenses, along with the uncertainties of proof and
14 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

15 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
16 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
17 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
18 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
19 Plaintiffs' case and the risk of establishing class wide liability and damages.

21 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
at ¶33.

24 ² See *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D.
Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value);
Ma v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class
action settlement worth "somewhere between 9% and 18%" of full verdict value).

1 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

2 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be
3 Enforced

4 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
5 fund settlement to be paid by Defendant to the Class in the amount of Two Million Four Hundred
6 Seventy Thousand Dollars (\$2,470,000). (Agreement at ¶ 1.21.) As part of the settlement, the parties
7 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the
8 Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
9 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
10 Settlement Amount.

11 (b) In the class action context, that means "attempting to award the fee that informed private
12 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
13 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
14 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
15 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in
16 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
17 market value of the award requested.

18 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
19 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
20 counsel for each of the parties as part of the Settlement.

21
22 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
23 Created for the Benefit of the Class

24 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
25 of the Gross Settlement Amount of \$2,470,000, which equals \$822,510 for attorneys' fees. As part of
26 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
27 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$85,000. Finally,
28 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the

1 amount of no more than \$5,000 each as their service awards under the Agreement.

2 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
3 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
4 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
5 providing these substantial benefits should be paid an award equal to the amount negotiated in private
6 bargaining that takes place in the legal market place.

7 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
8 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
9 with his fee. The attorney working on a contingent basis can only log hours while working without pay
10 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the
11 risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
12 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
13 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
14 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
15 for over two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
16 aware of other similar cases where the court dismissed the class allegations or denied class certification.
17 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

18 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
19 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
20 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
21 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
22 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
23 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
24 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
25 multiplier approved in other cases.

26 (e) At the time this case was brought, the result was far from certain as discussed above at
27 paragraphs 8(a) and 8(b).

28 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that

1 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
2 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
3 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
4 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
5 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
6 to invest substantial time and resources in investigation, litigation, the determination of potential damages
7 and communicating with and responding to opposing counsel's and class members' requests and
8 inquiries.

9 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
10 compensable hourly work on other cases to devote the necessary time and resources to this contingent
11 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
12 fee work in this case which could potentially have paid nothing.

13 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
14 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
15 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
16 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
17 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
18 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
19 Counsel advanced more than \$60,000 in costs which could not have been recovered if this case had been
20 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
21 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
22 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
23 Plaintiff also support the requested awards.

24 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
25 \$822,510 is also established by reference to Class Counsel's lodestar in this matter. **The**
26 **contemporaneous billing records for Class Counsel evidence that through October 13, 2025, Class**
27 **Counsel's total lodestar is \$1,171,448.75, with additional fees still to be incurred to complete final**
28 **approval and the settlement process.** (Exhibits #3 and 4 [lodestar of \$767,496.75]; Declaration of Brian

1 St. John ["St. John Decl."] at ¶¶ 10-11 [lodestar of \$403,952]). The requested fee award is therefore
2 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier, and there will be
3 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
4 settlement distribution and reports. Such a lodestar cross-check is well below the range of positive
5 multipliers approved in other cases such as *Laffitte* and *Vizcaino*.³ As a result, this Court may conclude
6 that the requested award is fair and reasonable and is justified under California law.

7 (j) Counsel retained on a contingency fee basis, whether in private matters or in
8 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
9 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
10 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
11 here where Class Counsel has prosecuted this case on a contingency basis for over four years. Indeed,
12 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent
13 attorneys will be discouraged from prosecuting similar cases.

14 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
15 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
16 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
17 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
18 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
19 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
20 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*

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23 ³ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
24 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
25 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
26 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
27 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
28 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4);
Taylor v. Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by
2.26 multiplier).

(Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*

1 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias
2 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
3 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
4 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
5 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
6 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
7 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
8 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
9 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
10 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
11 *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
12 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
13 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
14 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
15 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
16 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
17 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
18 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
19 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
20 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
21 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
22 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
23 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees
24 that have been awarded in other similar cases.

25 12. **The contemporaneous billing records for Class Counsel evidence that through**
26 **October 13, 2025, Class Counsel’s total combined lodestar is \$1,171,496.75**, with significant
27 additional fees still to be incurred to complete final approval and the settlement process. (. From March
28

1 3, 2020 to October 13, 2025, my firm worked on this matter for over 1,156 hours, with hourly rates for
2 attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
3 \$767,496.75. The requested fee award is therefore equivalent to Class Counsel’s current lodestar with
4 a reasonable multiplier, and there will be additional lodestar incurred by Class Counsel to complete the
5 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
6 fees and the services performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁴ In
7 addition, Class Counsel will be performing significant additional work that is not included in this lodestar
8 amount, including finalizing the final approval motion, attending the hearing on final approval, and
9 monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in
10 additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
11 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
12 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
13 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
14 copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been
15 approved by Court’s throughout California, including the Courts in the Superior Court of California. In
16 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates
17 generally appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central
18 District of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed
19 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as
20 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
21 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
22 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
23 when compared within 21 other firms practicing in the Southern District of California.) This survey is
24 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
25 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases

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27 ⁴ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
28 inception to June 2022 (lodestar of \$171,917.50), and Exhibit #4 contains the billing from June 2022
to October 13, 2025 (lodestar of \$595,579.25).

1 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
2 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
3 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
4 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for
5 associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples,
6 and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund
7 is supported by the currently lodestar incurred, and will be a lower multiplier by the completion of the
8 settlement. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

9
10 Litigation Expenses

11 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
12 Counsel Litigation Expenses Payment of not more than \$85,000." Class Counsel requests reimbursement
13 for incurred litigation expenses and costs in the amount of \$61,147.98 based upon counsel's billing
14 records which evidence total combined expenses of \$61,147.98.⁵ My firm has incurred expenses of
15 \$41,007.24 on this matter based upon our billing records. These litigation expenses include the expenses
16 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting and DM&A), legal
17 research expenses (Lexis Nexis), deposition expenses (transcript copies, meal, travel, and parking), and
18 attorney service charges (OneLegal, Knox, Courtcall), all of which are costs normally billed to and paid
19 by the client. The details of the litigation expenses incurred by my firm in this matter are set forth in
20 Exhibits #3 and 4.⁶ These costs were reasonably incurred in the prosecution of the Action.

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23 ⁵ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
24 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
25 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
26 mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

27 ⁶ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022 (expenses of \$18,153.55), and Exhibit #4 contains the billing from June 2022 to October 13,
2025 (expenses of \$22,853.69).

1 Service Award

2 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
3 service award of \$5,000 each in accordance with the Agreement for their time, risk and effort expended
4 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
5 payment and there have been no objections to the requested service awards. The Plaintiffs' Declarations
6 in support of these requests are attached hereto as Exhibits #6 and 7. As the representatives of the Class,
7 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
8 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
9 searching for documents, working with counsel, and reviewing the settlement documentation. The
10 declarations of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action.
11 The Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to
12 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
13 filed a class action on behalf of fellow former employees. Without the Plaintiffs' participation,
14 cooperation and information, no other employees would be receiving any benefit. The payment of
15 service awards to successful class representatives is appropriate and the amount of \$7,500 is below the
16 currently awarded range for similar settlements. The requested awards are also reasonable by reference
17 to the amounts that other California courts have found to be reasonable in wage and hour class action
18 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
19 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
20 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
21 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
22 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
23 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
24 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
25 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
26 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
27 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
28

(N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-

273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" them for employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other

means, to screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁸ PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely competitive and highly litigious, conducting pre employment background checks has become a necessity."⁹

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of \$61,147.98, and approval of the requested service awards to the Plaintiffs.

17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure. The Class Counsel Fees Payment awarded shall be allocated 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Lawyers for Justice, PC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of October, 2025, at San Diego, California.

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

⁹ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz

v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) and defendant Marriott International, Inc. (“Defendant”). The Agreement is intended to resolve and settle the following four pending actions:

- Plaintiff Erin Jones’s class action lawsuit captioned *Jones et al. v. JW Marriott Anaheim Resort et al.*, Case No. 30-2021-01183306-CU-OE-CXC, initiated on February 8, 2021 and pending in the Superior Court of the State of California, County of Orange (hereinafter, “*Jones I*”);
- Plaintiff Erin Jones’s PAGA lawsuit (and any related PAGA Notices) captioned *Jones et al. v. JW Marriott Anaheim Resort et al.*, Case No. 30-2021-01220455, initiated on September 10, 2021 and pending in the Superior Court of California, County of Orange (hereinafter “*Jones II*”);
- Plaintiff Matthew Shachno’s PAGA lawsuit (and any related PAGA Notices) captioned *Shachno et al v. Marriott International, Inc.*, Case No. 37-2020-00024021-CU-OE-CTL, initiated on July 13, 2020 and pending in the Superior Court of California, County of San Diego (hereinafter, “*Shachno I*”); and
- Plaintiff Matthew Shachno’s class action lawsuit captioned *Shachno v. Marriott International, Inc.*, Case No. 3:22-cv-01215-TWR-JLB, initiated on May 23, 2022 and pending in the Southern District of California after removal (hereinafter, “*Shachno II*”).¹

The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” means *Jones I*, *Jones II*, *Shachno I*, and *Shachno II*, collectively.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted

¹ Defendant removed *Shachno II* from state court, where it was styled as *Shachno et al. v. Marriott International, Inc.*, Case No. 37-2022-00019579 (San Diego County Super. Ct.).

to the Court in connection with the Preliminary Approval Order.

- 1.4. “Aggrieved Employees” means all individuals who are or who have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the PAGA Period.
- 1.5. “Class” means all individuals who are or have been employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego hotels in California as hourly, non-exempt employees during any portion of the Class Period.
- 1.6. “Class Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP and Lawyers for Justice, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for any and all of their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.8. “Class Data” means the following Class Member identifying information in Defendant’s possession: the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s search for current Class Member mailing addresses using the National Change of Address database and a skip-trace search.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement along with a Request for Exclusion form, Objection form, and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.12. “Class Period” means the period of time from February 8, 2017 through the date of the Preliminary Approval Order, or through an earlier date pursuant to Section 9.

- 1.13. “Class Representative” means Erin Jones and Matthew Shachno, the named Plaintiffs in the Operative Complaint and in the Actions seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the service payment to be made to each Plaintiff as Class Representative, as approved by the Court, in order to compensate them for initiating the Actions, performing work in support of the Actions, and undertaking the risk of liability for Defendant’s expenses.
- 1.15. “Court” means the Superior Court of California, County of Orange, where the Operative Complaint is filed.
- 1.16. “Defense Counsel” means Kabat Chapman & Ozmer LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no appeal is filed; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment, issues a remittitur, and the Final Approval Order is no longer subject to further judicial review.
- 1.18. “Extended Response Deadline” means sixty (60) calendar days after the Administrator first mails a Class Notice to Class Members and Aggrieved Employees if the initial mailing has been returned as undeliverable to the Administrator, and shall be the last day on which Class Members whose initial mailing was returned as undeliverable may (a) submit Requests for Exclusion, or (b) submit an objection to the Settlement (as detailed at Section 8.6, below).
- 1.19. “Final Approval Order” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.21. “Gross Settlement Amount” means Two Million Four Hundred Seventy Thousand Dollars and Zero Cents (\$2,470,000) which, subject to Court approval, is the total amount to be paid by Defendant as provided by this Agreement except as provided in Section 9 below. The Gross Settlement Amount is inclusive of and will be used to pay Individual Class Payments, Individual PAGA Payments, the

LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and any other expenses directly related to the Actions, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting this Agreement, any and all interest accruals, securing Court approval of this Agreement, administering the Settlement, and obtaining a final order approving this Agreement and entering judgment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes only any employer-side payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.

- 1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon its Final Approval Order substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means 75% of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i), subject to Court approval.
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments as described in Sections 1.22.
- 1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement (except Aggrieved Employees shall have no right to exclude themselves from the PAGA portion of the Settlement) by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.29. “Operative Complaint” means the Second Amended Complaint that will be filed in the *Jones I* action pursuant to this Agreement, as set forth more fully in Section

2.9, below.

- 1.30. “PAGA Pay Period” or “PAGA Pay Periods” means any Pay Period or Pay Periods, respectively, during the PAGA Period in which an Aggrieved Employee worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.
- 1.31. “PAGA Period” means the period of time from March 10, 2019 through the date of the Preliminary Approval Order, or through an earlier date pursuant to Section 9.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notices” means plaintiff Matthew Shachno’s March 10, 2020 letter to Defendant and the LWDA and plaintiff Erin Jones’s July 7, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means a payment of Fifty Thousand Dollars, subject to Court approval, attributable to PAGA civil penalties and to be paid from the Gross Settlement Amount in settlement of the PAGA claims in the Actions.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Preliminary Approval Order” means the Court’s Order granting preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.37. “Released Class Claims” means any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances underlying or alleged in any of the Actions, or that could have been alleged in any of the Actions based on the facts, claims, or circumstances underlying or alleged in, any of the Actions. The Released Class Claims include:
 - (a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount,

reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in any of the Actions.

- (b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in any of the Actions.
- (c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552.
- (d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records.
- (e) Failure to timely pay wages due during employment or at separation of employment.
- (f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in any of the Actions.
- (g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, *et seq.*, under any theory of recovery that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.
- (h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys' fees and costs, and interest that was alleged or could have been alleged in any of the Actions based on the facts underlying the claims set forth in any of the Actions.

Without limiting the foregoing, the Released Class Claims include all claims alleged in any of the Actions, or reasonably arising from or reasonably related to the facts, claims, or circumstances alleged in any of the Actions, or that reasonably could have been alleged in any of the Actions based on the facts, claims, or circumstances alleged in any of the Actions under California Labor

Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation.

1.38. “Released PAGA Claims” means any and all claims under PAGA that were alleged in any of the Actions or PAGA Notices, or reasonably arise from or reasonably relate to the facts, claims, or circumstances underlying or alleged in any of the Actions or PAGA Notices, or could have been alleged in any of the Actions based on the facts, claims or circumstances underlying or alleged in any of the Actions or the PAGA Notices. The Released PAGA Claims include:

- (a) All PAGA claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.
- (b) All PAGA claims for meal period and rest period claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.
- (c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other

theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

- (d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records.
- (e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment.
- (f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in any of the Actions, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.
- (g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in any of the Actions.

Without limiting the foregoing, the Released PAGA Claims include all claims arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of *res judicata* from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through the date of the Preliminary Approval Order or an earlier date per Section 9. Except as expressly set forth in this Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

- 1.41. "Released Parties" means: Defendant, and each of its past, present, and future parents, subsidiaries, affiliates, hotel owners, principals, and other affiliated corporations, divisions, and partnerships, and each of their respective successors, parents, principals, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, predecessors, assigns, representatives, members, benefits plan administrators, fiduciaries, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, trustees, equity sponsors, joint employers, alter-egos, joint venturers, auditors, consultants, and any past, present, or future officers, directors

and employees), each in their individual and corporate capacities, and each of their predecessors, successors, heirs, and assigns, and any individual or entity which could be, or could be alleged to be, jointly liable with Defendant.

- 1.42. “Request for Exclusion” means a Class Member’s timely and complete submission of a written request to be excluded from the Settlement signed by the Class Member (except Aggrieved Employees shall have no right to exclude themselves from the PAGA portion of the Settlement).
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her objection to the Settlement as detailed at Section 8.6, below.
- 1.44. “Settlement” means the disposition of the Actions (including the Operative Complaint), and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “Workweek” or “Workweeks” means any week or weeks, respectively, during the Class Period in which a Class Member worked any hours for Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego.

2. RECITALS

- 2.1. On July 7, 2020, Shachno initiated *Shachno I* by filing a PAGA-only complaint against Defendant on behalf of all non-exempt employees of Defendant in California. In *Shachno I*, Plaintiff seeks penalties under PAGA for the following alleged violations: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; (6) failure to indemnify for expenditures or losses in discharge of duties; and (7) failure to provide gratuities.
- 2.2. On February 8, 2021, Jones initiated *Jones I* by filing a putative class action complaint against Defendant (and non-entity “JW Marriott Anaheim Resort”) seeking recovery of damages for all non-exempt employees of Defendant in California. On April 15, 2021 Defendant filed a Notice of Removal of *Jones I* to the U.S. District Court for the Central District of California (Case No. 8:21-cv-00703). On May 13, 2021, Jones filed his First Amended Complaint (“FAC”) in federal court. On June 17, 2021, the federal court remanded *Jones I* back to the state court. Jones’s operative class action FAC alleges the following claims: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; (6) failure to

indemnify for expenditures or losses in discharge of duties; and (7) violation of Business and Professions Code Sections 17200 *et seq.*

- 2.3. On September 10, 2021, Jones initiated *Jones II* by filing a PAGA-only complaint against Defendant (and non-entity “JW Marriott Anaheim Resort”) on behalf of all non-exempt employees of Defendant in California. *Jones II* seeks penalties under PAGA for the following alleged violations: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; and (6) failure to indemnify for expenditures or losses in discharge of duties.
- 2.4. On May 23, 2022, Shachno initiated *Shachno II* by filing a putative class action complaint against Defendant seeking recovery of damages for all non-exempt employees of Defendant in California. On August 18, 2022, Defendant filed a Notice of Removal of *Shachno II* to the U.S. District Court for the Southern District of California (Case No. 22-cv-1215), and *Shachno II* has been proceeding in federal court. Shachno’s operative class action complaint alleges the following claims: (1) unpaid wages; (2) meal period violations; (3) rest period violations; (4) failure to pay wages due during employment and upon separation of employment; (5) failure to issue accurate itemized wage statements and maintain records; (6) failure to indemnify for expenditures or losses in discharge of duties; (7) failure to provide gratuities; and (8) violation of Business and Professions Code Sections 17200 *et seq.*
- 2.5. On May 19, 2022, Defendant and plaintiff Shachno participated in an all-day private mediation to potentially resolve *Shachno I* and *Shachno II*.² The mediation was conducted by experienced wage-and-hour mediator Mark S. Rudy. The settlement discussions were conducted at arm’s length. The Parties reached an impasse at mediation. The Parties then continued to actively litigate their respective claims and defenses.
- 2.6. On August 18, 2022, Defendant and plaintiff Jones participated in private mediation to potentially resolve *Jones I* and *Jones II*. The mediation was conducted by experienced wage-and-hour mediator Jeffrey Krivis. The settlement discussions were conducted at arm’s length. The Parties reached an impasse at mediation. With the assistance of the mediator, the Parties continued to discuss potential resolution of these matters in good faith and exchanged information to further their discussions.
- 2.7. On June 8, 2023, the Parties participated in an all-day mediation presided over by Mr. Krivis. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator’s proposal.

² Shachno had not yet filed *Shachno II* at the time of this mediation. However, Shachno’s counsel raised the potential class claims and the mediation encompassed potential resolution of same.

This Agreement replaces and supersedes any other agreements, understandings, or representations between the Parties.

- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. As a condition of this Settlement, and to conserve judicial resources and facilitate the efficient and expeditious settlement of the Actions that are subject to this Agreement, the Parties agree to and must: (i) amend the FAC in *Jones I* to consolidate all claims at issue in the four separate Actions into *Jones I* by filing the Operative Complaint; and (ii) dismiss *Jones II*, *Shachno I*, and *Shachno II* based upon the procedures set forth in the following subsections.
 - (a) To effectuate the above, the Parties shall submit concurrently herewith (and no later than 2 business days of the full execution of this Agreement) a joint stipulation and proposed order to the *Jones I* court to approve the immediate filing of the Operative Complaint (which will be attached thereto) to conform the pleadings in *Jones I* with the claims set forth in *Shachno I*, *Shachno II*, and *Jones II*, as well as the scope of the releases set forth in this Agreement. If, upon approval of the joint stipulation, the *Jones I* court does not automatically consider the Operative Complaint filed, then Plaintiffs must file the Operative Complaint within 1 business day of receipt of the court's approval of the joint stipulation. The Operative Complaint will, among other things: (i) include Shachno as a plaintiff; (ii) include Shachno's counsel as counsel; (iii) omit "JW Marriott Anaheim Resort" as a named defendant (as it is not a legal entity); (iv) define the class in *Jones I* to include only former or current hourly non-exempt employees who were employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego in California at any time during the period from February 8, 2017 to the present; (v) include the PAGA claims alleged in *Shachno I* and *Jones II* and define the PAGA aggrieved employees to include only current or former hourly non-exempt employees who were employed by Defendant at either the JW Marriott Anaheim or the Marriott Marquis San Diego in California at any time during the period from March 10, 2019 to the present; and (vi) include all substantive claims and allegations contained in the operative complaints in *Jones II*, *Shachno I*, and *Shachno II*, as well as other claims that could have been brought in any of those actions based on the facts alleged in same.
 - (b) Defendant will not be required to file an answer or other responsive pleading to the Operative Complaint, and Plaintiffs will not seek entry of any default or default judgment against Defendant due to there being no answer or responsive pleading on file (and will immediately vacate or unwind any such default if *sua sponte* entered by the Court). The Parties do not impliedly or expressly waive

any arguments or defenses in any of the Actions by submission of the Operative Complaint in *Jones I* for settlement purposes.

(c) Within three (3) business days of the filing of the Operative Complaint in *Jones I*, the Parties shall file joint stipulations of dismissal in the *Shachno I*, *Shachno II*, and *Jones II* actions in accordance with the following terms, and the Parties and their counsel will perform, or cause to be performed, any further acts necessary to ensure *Jones II*, *Shachno I*, and *Shachno II* are dismissed in accordance with these terms:

- i. *Shachno II* Class Action: *Shachno II* will be dismissed, without prejudice, in its entirety.
- ii. *Shachno I* PAGA Action: In *Shachno I*, Defendant obtained summary adjudication on the merits of the statewide PAGA claims against Defendant alleging failure to pay minimum wages, overtime wages, and gratuities. Accordingly, the minimum wage, overtime and gratuity claims alleged in *Shachno I* shall be dismissed with prejudice as to all of Defendant's non-exempt employees, employed at any location in California, at any time from March 10, 2019, through the date of the Preliminary Approval Order (the "*Shachno I* PAGA Period"). All other claims alleged in *Shachno I* will be dismissed: (i) with prejudice as to all non-exempt employees by Defendant at the Marriott Marquis San Diego or JW Marriott Anaheim at any time from March 10, 2019, through the date of the Preliminary Approval Order; and (ii) without prejudice as to Defendant's non-exempt employees employed during the *Shachno I* PAGA Period at locations other than the JW Marriott Anaheim and the Marriott Marquis San Diego.
- iii. *Jones II* PAGA Action: Because the allegedly aggrieved employees in *Jones II* are also allegedly aggrieved employees in *Shachno I*, and thus subject to the *res judicata* effect of the summary adjudications in *Shachno I*, the overtime and minimum wage claims alleged in *Jones II* shall also be dismissed with prejudice as to all of Defendant's non-exempt employees, employed at any location in California, at any time from March 10, 2019 through the date of the Preliminary Approval Order. All other claims alleged in *Jones II* will be dismissed: (i) with prejudice as to all non-exempt employees employed by Defendant at the Marriott Marquis San Diego or JW Marriott Anaheim at any time from January 11, 2020 through the date of the Preliminary Approval Order (the "*Jones II* PAGA Period"); and (ii) without prejudice as to Defendant's non-exempt employees employed during the *Jones II* PAGA Period at locations other than the JW Marriott Anaheim and the Marriott Marquis San Diego.

2.10. The Court will have jurisdiction over the Parties for purposes of approving the Settlement of the Actions and the Operative Complaint, in accordance with the

procedures set forth above. The Actions include claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Agreement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. The Parties, Class Counsel and Defense Counsel agree that the Court, upon motion, may enter judgment pursuant to the Agreement and California Code of Civil Procedure Section 664.6 and the Agreement is admissible in evidence for purposes of enforcement pursuant to California Evidence Code Section 1123. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of laws provisions. Any dispute arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Court and the Parties hereby consent to the jurisdiction of the Court over them solely in connection therewith.

- 2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that any allegations or claims in the Actions (including in the Operative Complaint) have merit or that Defendant bears any liability to Plaintiffs or the Class or Aggrieved Employees on those claims or any other claims, nor as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions (including the Operative Complaint).

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Sections 9 and 10 below, Defendant promises to pay no more than the Gross Settlement Amount, subject to Court approval, as part of this Settlement, except that any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant has no obligation to pay the Gross Settlement Amount (or any other amounts of any kind) prior to the deadline stated in Section 4.3 of this Agreement. None of the Gross Settlement Amount will revert to Defendant. It is expressly understood and agreed that if the Court awards less than the total amounts requested by Class Counsel to be awarded for the Class Counsel Fees Payment, Class Counsel Litigation Expense Payment, Administration Expenses Payment, and/or the Class Representative Service Payment requested by Plaintiffs: (i) the difference in any such amounts will be added to the Net Settlement Amount; (ii) any such decision by the Court is not a material alteration of this

Agreement and shall not be grounds for Plaintiffs or their counsel to withdraw from, void, rescind, revoke, alter, or attempt to renegotiate any terms of this Agreement; and (iii) the Gross Settlement Amount shall not be increased as a result. Similarly, if the Court requires that more of the Gross Settlement Amount be allocated to PAGA Penalties, (i) the difference in any such amounts will be taken from the Net Settlement Amount; (ii) any such decision by the Court is not a material alteration of this Agreement and shall not be grounds for Plaintiffs or their counsel to withdraw from, void, rescind, revoke, alter, or attempt to renegotiate any terms of this Agreement; and (iii) the Gross Settlement Amount shall not be increased as a result. In no event will Defendant be required to pay any amount in excess of the Gross Settlement Amount, except to the extent necessary to pay for employer side payroll taxes on the portion of each Individual Class Payment attributable to wages and as per Section 9, if applicable.

- 3.2. Taxes. Plaintiffs, on behalf of themselves and Participating Class Members and Aggrieved Employees, represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income other than the employer's share of payroll taxes. The Parties make no representations about the tax consequences to any portion of the Individual Class Payments or Individual PAGA Payments, including those representing non-wage payments such as interest and penalties.
- 3.3. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Gross Settlement Amount shall be disbursed as follows, subject to Court approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Five Thousand Dollars and Zero Cents (\$5,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$822,510, and a Class Counsel Litigation Expenses Payment of not more than

\$85,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments. The payment of the Class Counsel Fees Payment shall be made as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Lawyers for Justice, PC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

Defendant's payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses awarded to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs, or expenses in the Actions incurred by any attorney on behalf of the Plaintiffs, the Class Members, and Aggrieved Employees and shall relieve Defendant, the Administrator, and Defense Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs, and expenses to which any of them may claim to be entitled on behalf of Plaintiffs, the Class Members, and/or Aggrieved Employees.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$25,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees. If the Court approves in excess of \$25,000 due to a showing of good cause, that excess amount will be deducted from the Gross Settlement Amount.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments, subject to Court approval.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. If the Administrator allocates more to the PAGA Penalties than the amount requested, such additional amount will be deducted from the Net Settlement Amount.
 - iii. Upon the Effective Date and payment by Defendant of the Gross Settlement Amount to the Administrator, as well as its employer's share of payroll taxes on funds allocated as wages herein, Defendant will be released of any liability for any penalties pursuant to PAGA in connection with the claims and factual allegations alleged in the Actions to the extent permitted by law.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding, which will be deducted pursuant to applicable state and federal law, and will be reported on an IRS W-2 Form. Fifty percent (50%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4. SETTLEMENT FUNDING

- 4.1. Workweeks and PAGA Pay Periods. Based on its records, Defendant has estimated that (a) the Class Members collectively worked a total of approximately 192,000 workweeks for the period of February 8, 2017 to June 8, 2023 (which excludes the workweeks covered by prior settlements as described in Section 9), and (b) approximately 1,766 Aggrieved Employees collectively worked a total of

approximately 129,197 pay periods for the period of March 10, 2019 to June 8, 2023.

- 4.2. Class Data. Not later than 45 days after the Court enters the Preliminary Approval Order of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Inadvertent omissions are not a material violation of this Agreement and shall not be grounds for Plaintiffs or their counsel to withdraw from, void, rescind, revoke, alter, or attempt to renegotiate any terms of this Agreement. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part. Within thirty (30) calendar days after the Effective Date, Defendant shall provide the Administrator with sufficient funds to make all the payments required under this Settlement. Prior thereto, Defendant shall not have any obligation to segregate the funds comprising the Gross Settlement Amount from its other assets and will retain exclusive authority over, and responsibility for, those funds.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 30 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees, respectively, via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including

those for whom Class Notice was returned undelivered). If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
 - 5.4. For any Participating Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** As of the Effective Date, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs Jones and Shachno's General Releases. As of and subject to the occurrence of the Effective Date, Plaintiffs Shachno and Jones, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby fully and finally release the Released Parties, and each of them, from any and all causes of action, claims, demands, costs and expenses, or damages, asserted or unasserted, known and unknown, in law or in equity, under any federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to, claims arising from or in any way related to their employment with Defendant and their compensation while an employee of Defendant ("Shachno/Jones Released Claims"). The Shachno/Jones Released Claims include, but are not limited to, the Released Class Claims; the Released PAGA Claims; any

and all claims for declaratory or equitable relief, claims for contribution or indemnity, wages, back pay, front pay, bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory damages, employee benefits, damages, penalties, exemplary damages, punitive damages reinstatement, and/or attorney's fees and expenses, known or unknown, vested or contingent, which Plaintiffs now have or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United States Code, the National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*, Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the California Family Rights Act, the California Constitution, the California Fair Employment & Housing Act, the California Labor Code (including the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*), or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including assault and emotional distress, or any claims under Defendant's benefits plans, or any claim for costs, fees or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of Plaintiffs' respective employment with Defendant based upon any conduct up to and including the Effective Date of this Agreement. The Shachno/Jones Released Claims do not extend to claims that cannot be released as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs agree and understand that they may have claims against the Released Parties of which, at the time of the execution of this Agreement, they have no knowledge or suspicion, but agree and represent that this Agreement extends to all claims against the Released Parties, whether or not known, claimed or suspected by Plaintiffs as of the date of this Agreement. It is also understood and agreed that the Shachno/Jones Released Claims include not only claims presently known to Plaintiffs but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, which would otherwise come within the scope of the Shachno/Jones Released Claims. Therefore, Plaintiffs knowingly and voluntarily waive any and all rights or benefits which they may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code which provides as follows:

1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the Effective Date and by operation of the Final Approval Order, release each of the Released Parties from any and all of the Released Class Claims arising through and including the date of the Preliminary Approval Order or an earlier date per Section 9. As set forth herein, Plaintiffs agree to amend the *Jones I* operative complaint as necessary to comport with this provision, as well as the Releases set forth above.

The Participating Class Members also expressly agree, upon the Effective Date and by operation of the Final Approval Order, to forego any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind (whether by filing an independent lawsuit or participating in a class, collective, or representative action), to obtain a recovery against any of the Released Parties for the Released Class Claims.

- 6.3. Release of PAGA Claims. Upon the Effective Date and by operation of the Final Approval Order, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, each of the Released Parties from the Released PAGA Claims arising through and including the date of the Preliminary Approval Order or an earlier date per Section 9.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Plaintiffs agree to prepare a motion for preliminary approval (“Motion for Preliminary Approval”) subject to review and approval of Defendant that complies with the Court’s procedures and instructions.

- 7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining the Preliminary Approval Order, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration

from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)) and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing, and Class Counsel is responsible for filing, the Motion for Preliminary Approval no later than 5 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Motion for Preliminary Approval or conditions its grant of the Motion for Preliminary Approval on any material changes to this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Administrator’s duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notices; re-mailing Class Notices that are returned to the Class Member’s new address; setting up a toll-free telephone number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; establishing a settlement fund that meets the requirements

of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1 and administering the Gross Settlement Amount; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Within 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. Class Counsel is responsible for preparing the Spanish translation and for the cost, if any, for same (including for Exhibit D), with the contents subject to approval by Defendant. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) Class Members must submit objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion by the Response Deadline, except that Class Members whose notice is re-mailed will have until the Extended Response Deadline to submit objections, challenges to Workweeks

and/or PAGA Pay Periods, and Requests for Exclusion. The Administrator will inform the Class Member of the Extended Response Deadline with the re-mailed Class Notice, which notice shall be substantially in the form attached to this Agreement as Exhibit D.

- (e) In the event that the procedures in this Section are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all terms of the Agreement and any Final Approval Order entered by the Court if the Agreement is approved by the Court. In the event the procedures in this Section are followed and a Class Member does not ultimately return a Request for Exclusion and/or the Request for Exclusion is rejected by the Settlement Administrator because it is untimely or otherwise not valid, the Class Member shall be deemed a Participating Class Member and will be bound by all terms of the Agreement and any Final Approval Order entered by the Court if the Agreement is approved by the Court.
- (f) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement by the Response Deadline or Extended Response Deadline, whichever is applicable.

8.4. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) from the class portion of the Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline (or Extended Response Deadline, if applicable). The date of the postmark on the return mailing envelope will be the exclusive means for determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion must be in writing which contains: (1) the Class Member's full name, current address, last four digits of his/her Social Security number; (2) the case name and number; (3) a clear statement that the Class Member wishes to be excluded from the Settlement; and (4) the Class Member's signature and the date of signature. To be valid, a Request for Exclusion must be timely mailed and postmarked by the Response Deadline (or Extended Response Deadline if applicable).
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement and the Final Approval Order, including the Participating Class Members' Releases under Section 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. Any Class Member who timely submits a Request for Exclusion will not be a Participating Class Member, will not be entitled to receive any Individual Class Payment, and will not be bound by this Agreement or have any right to object, appeal, or comment thereon. Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement. A Class Member who submits a valid and timely Request for Exclusion and is also an Aggrieved Employee shall still receive an Individual PAGA Payment and shall be bound by the release of PAGA Released Claims regardless of whether they negotiate the check.

(d) If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.5. Challenges to Calculation of Workweeks. The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA Pay Periods credited to that Class Member and Aggrieved Employee, respectively, the estimated Individual Class Payment and/or Individual PAGA Payment that he/she is to receive based upon Defendant's records and the formulas set forth in Section 3.3(d) and 3.3(e). Each Class Member/Aggrieved Employee shall have until the Response Deadline (or Extended Response Deadline, if applicable) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member/Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Administrator via mail, which must explain the basis for the dispute and include any supporting documentation showing that the Workweeks or PAGA Pay Periods credited to him or her is inaccurate. Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records. To the extent a Class Member or Aggrieved Employee submits credible evidence, the Administrator's determination of the allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to

Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.6. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) To assert an objection to the Settlement, a Participating Class Member must submit an objection to the Administrator, by mail at the address specified on the Class Notice, not later than the Response Deadline (or Extended Response Deadline, if applicable). The date of the postmark will be the exclusive means for determining whether an objection has been timely submitted. All objections must be in writing, which includes: (1) the objector's full name, address, last four digits of his or her Social Security number, and signature; (2) the case name and number; (3) the reasons for the objection (e.g., factual and legal basis for objection) with supporting documents, if any, on which the objection is based; (4) whether the objector is represented by an attorney and providing the contact information of any such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Absent good cause found by the court, Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Settlement class, and if the Court grants a Final Approval Order, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment. Within three (3) business days of receipt of an objection from a Participating Class Member, the Settlement Administrator shall provide counsel for the Parties with a copy of the objection. No later than twenty (20) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of Participating Class Members who have submitted an objection. Prior to the Final Approval Hearing, the Settlement Administrator shall submit copies of the objections that it has received, to the Court by way of declaration (appropriately redacted to remove personal identifying information).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

- (d) Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- (a) Toll-Free Number. The Administrator will establish, maintain and monitor a toll-free telephone number to receive Class Member calls.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) calendar days after the Response Deadline (and Extended Response Deadline, if applicable), the Administrator shall provide (via a secured method of transmission) a list to Class Counsel and Defense Counsel containing (i) Defendant's internal employee identification number of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (ii) the names and other identifying information (excluding social security numbers) of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all such invalid Requests for Exclusion from Settlement submitted.
- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all valid Requests for Exclusion and objections received from Participating Class Members.
- (d) Administrator's Declaration. Not later than seven (7) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices mailed, the number of Class Notices returned as undelivered, the number of re-mailed Class Notices, attempts to locate Class Members, the number of Class Notices that were ultimately undeliverable, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Objections it received, the total of its charges for services

rendered, and the anticipated future charges contemplated in order to bring the administration of the Settlement and distribution of payments to completion. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court. Any disputes relating to the Administrator's ability and need to perform its duties shall be referred to the Court.

- (e) Final Report by Administrator. Within 10 business days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by Defendant's internal employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant estimated that there were approximately 216,150 workweeks for the period of February 8, 2017 to June 8, 2023 (but only 192,000 workweeks were considered for purposes of negotiating the settlement because approximately 24,150 of the 216,150 workweeks were released as part of prior class action settlements). The Parties agree that if the number of workweeks as of the date of the Preliminary Approval Order exceeds 237,767 (which is 10% more than 216,150), Defendant shall have the option of either (1) paying \$13 for each additional workweek over 237,767 into the Gross Settlement Amount so that the Class and PAGA Period end dates are through the date of the Preliminary Approval Order, or (2) ending the Class Period and PAGA Period on the date when the total workweeks worked by Class Members exceeds 237,767.
- 10. **DEFENDANT'S RIGHT TO WITHDRAW.** If either (i) 5% or more of the Class Members, or (ii) a number of Class Members whose Individual Class Payments in the aggregate is 5% or more of the Gross Settlement Amount either opt out of and/or object to the Settlement, or both (i) and (ii), Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. If Defendant exercises this right of recession, it must do so in electronic writing that is emailed to Class Counsel, addressed to: Norm@bamlwca.com, Kyle@bamlawca.com, AJ@bamlawca.com, and edwin@calljustice.com. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all expenses of the Administrator incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the

Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

- 11. MOTION FOR FINAL APPROVAL.** Following the entry of the Preliminary Approval Order, if Defendant does not exercise its right to cancel the Settlement solely as provided for herein, and unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties agree to take all steps as may be reasonably necessary to secure final approval of the Settlement as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement in all respects.

In the event the Court declines to enter the Final Approval Order, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void. In such a case, any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees and expenses already reasonably incurred by the Administrator shall be paid by Defendant.

- 11.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.2. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, and all Aggrieved Employees, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 11.3. Court Orders to Deny, Vacate, Reverse, or Materially Modify Judgment. If the Court does not grant a Final Approval Order, conditions final approval on any

material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), or if a reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties agree to work together in good faith to see if they can address the court's concerns, sharing, on an equal basis, any additional Administrator expenses reasonably incurred. A court's decision to vacate, reverse, or modify the Class Representative Service Payment, the Administration Expenses Payments, PAGA Penalties amounts, or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains unchanged.

12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to agree to and jointly submit a proposed amended judgment. If the Parties are unable to agree on a joint submission, each shall file a separate proposed amended judgment for the Court's consideration and final approval.

13. **ADDITIONAL PROVISIONS**

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions (including in the Operative Complaint) have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant a Preliminary Approval Order, Final Approval Order or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. Nothing in this Agreement, any action taken or made in implementation thereof, statements, discussions, communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading up to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, or be submitted in any way in the Actions or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

- 13.2. The Parties agree that Plaintiffs' forthcoming Motion for Preliminary Approval of the Settlement, which will, among other things, seek certification of a class, is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Agreement will not be submitted in this or any other proceeding as evidence that (i) a class should be certified, or (ii) Defendant is liable to Plaintiffs or the Class Members or Aggrieved Employees. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be submitted in any court or other tribunal regarding the propriety of class certification or collective treatment for purposes other than the Settlement of the Actions (including the Operative Complaint), or for purposes of establishing the defenses of release, accord and satisfaction, res judicata, collateral estoppel or similar defenses in any current or subsequent action against Defendant or any Released Parties. In the event that this Agreement is not approved by the Court, is terminated, or otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected in any way, any of its objections or defenses in the Actions, including, but not limited to, its defenses in opposition to class certification.
- 13.3. Confidentiality Prior to Preliminary Approval Order. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement prior to the Effective Date. After the Effective Date, Class Counsel may respond to press inquiries only by stating the matter has been resolved and refer the press to court filings. In addition, Class Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings on any websites maintained by Class Counsel. Plaintiffs shall not solicit Class Members or discourage Class Members from participating in this Settlement. Plaintiffs are prohibited from discussing the terms or the fact of the Settlement with third parties other than (1) their respective immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; (3) the Class Members or Aggrieved Employees covered by this Agreement; or (4) individuals and/or entities ordered by the Court.
- 13.4. No Solicitation. The Parties agree to use their best efforts to carry out the terms of this Agreement. Plaintiffs and Class Counsel separately agree that they have not and will not solicit or encourage any Class Member to opt out of or object to the Settlement, or appeal from or seek review of the Court's Preliminary Approval Order, Final Approval Order, or Final Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, using best efforts to reach agreement on modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.8. Prior Assignments. Plaintiffs and Class Counsel separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
- 13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY

UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

- 13.10. No Effect on Regular Rate or Overtime Compensation. Participating Class Members will receive payment under the Settlement, as determined by the Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposes of calculating a "regular rate" of pay under California or federal law for the period during which it is received, and no additional overtime compensation is required as a result of such payment; further, any claim to entitlement to any additional overtime compensation is expressly waived under the terms of this Agreement.
- 13.11. No Effect on Employee Benefits. The Individual Class Payments to be paid to Plaintiffs and Participating Class Members, the Individual PAGA Payments paid to Plaintiffs and Aggrieved Employees, and the Class Representative Service Payments to be paid to Plaintiffs will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employee 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. Such payments do not represent any modification of Plaintiffs' and Participating Class Members' or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Individual Class Payment, Individual PAGA Payment, or Class Representative Service Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Plaintiffs makes no representations about whether this payment should or should not be considered "compensation" for the purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 13.12. Plaintiffs' Waiver of Rights to Be Excluded. By signing this Agreement, Plaintiffs are bound by the terms herein stated and further agree not to submit a Request for Exclusion from the Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect. Plaintiffs also agree to not disparage the Settlement to Class Members or Aggrieved Employees or encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In addition, neither

Plaintiffs nor Class Counsel will initiate any contact with Class Members or Aggrieved Employees about the amount or terms of the Settlement.

- 13.13. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors and/or representatives, and approved by the Court.
- 13.14. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.
- 13.15. Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Actions and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiffs, on behalf of themselves and on behalf of the Class Members and Aggrieved Employees, and Defendant enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement.
- 13.16. Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Marriott International, Inc. represents and warrants that they are authorized to sign this Agreement on its behalf.
- 13.17. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.18. No Claims. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, any Class Members or Aggrieved Employees, Class Counsel, or the Administrator based upon distributions and payments made in accordance with this Agreement.
- 13.19. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.20. Invalidity of Any Provision. If the Court indicates that it will declare any provision of this Agreement invalid, the Parties shall request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.
- 13.21. Defense. To the extent permitted by law, this Settlement may be plead as a full and complete defense to, and may be used as, the basis for an injunction against, any

action, suit, or other proceeding that is ongoing or may be instituted, maintained, prosecuted, or attempted with respect to the Released Class Claims, Released PAGA Claims, and Shachno/Jones Released Claims against the Released Parties in breach of or contrary to the Settlement.

- 13.22. Non-Disparagement. Plaintiffs and Class Counsel agree to not engage in or participate in any disparagement of any of the Released Parties, including refraining from sharing in and making disparaging remarks, comments, opinions, and conduct on social media platforms or otherwise.
- 13.23. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.24. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.25. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.26. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs, the Class, and the Aggrieved Employees:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Edwin Aiwarzian
Melissa LeBlanc
Hagit Goltzer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021
E-Mail: edwin@calljustice.com
m.leblanc@calljustice.com
hagit@calljustice.com

To Defendant:

Joseph W. Ozmer II
Kristapor Vartanian
Kabat Chapman & Ozmer LLP
333 S. Grand Avenue, Suite 2225
Los Angeles, California 90071
Tel.: (213) 493-3980
Fax: (404) 400-7333
E-Mail: jozmer@kcozlaw.com
kvartanian@kcozlaw.com

- 13.27. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.28. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation of the Operative Complaint (and all Actions) shall be stayed, except to effectuate the terms of this Agreement. Upon the execution of this Agreement, the Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310, beginning from June 8, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.29. Final Judgment. The Parties agree that, upon entry of the Final Approval Order, a Judgment will be made and entered, resolving the Actions and the Operative Complaint in their entirety.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Erin Jones

Dated: _____
Plaintiff Matthew Shachno

Dated: 1/4/24


Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: 1/4/2024


Joseph W. Ozmer II
Attorney for Defendant

Kristapor Vartanian for

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/03/2024

Electronically Signed _____ 2024-01-03 23:14:28 UTC - 216.24.210.163
Nintex AssureSign® _____ 3f59f63c-7045-41f1-9035-b0ec00219595

Erin Jones

Plaintiff Erin Jones

Dated: _____

Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 01/03/2024

Joanna Ghosh

Joanna Ghosh for

Edwin Aiwazian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Attorney for Defendant

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Erin Jones

Dated: Dec 28, 2023

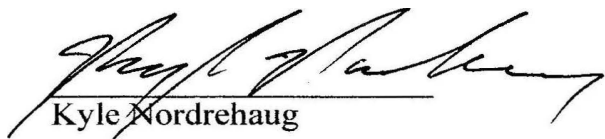


Matthew Shachno (Dec 28, 2023 01:17 EST)
Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: 12/28/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Edwin Aiwazian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Attorney for Defendant

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

The Class Action and PAGA Settlement Agreement (“Agreement”) was made and entered into by and between plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) and defendant Marriott International, Inc. (“Defendant”), and was fully executed as of January 3, 2024.

This Amendment to the Agreement (“Amendment”) shall supersede and replace only the terms, conditions, and provisions identified below. All other terms, conditions, and provisions in the Agreement shall remain the same and similarly apply to this Amendment.

Unless otherwise defined in this Amendment, all capitalized phrases or words herein shall have the same meaning as that in the Agreement.

This Amendment shall become effective on the date of signature of the last signatory to this Amendment (the “Effective Date of Amendment”).

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

Upon the Effective Date of Amendment, this Amendment shall be attached to, fully incorporated into, and shall be treated as part of the Agreement.

All provisions set forth below hereby supersede, amend, and replace the same numbered provisions in the Agreement.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with Spanish and Tagalog translations in the form, without material variation, attached as composite Exhibit A and incorporated by reference into this Agreement along with, respectively, a Request for Exclusion form, Objection form, and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.18. “Extended Response Deadline” means seventy-five (75) calendar days after the Administrator first mails a Class Notice to Class Members and Aggrieved Employees if the initial mailing has been returned as undeliverable to the Administrator, and shall be the last day on which Class Members whose initial mailing was returned as undeliverable may (a) submit Requests for Exclusion, or (b) submit an objection to the Settlement (as detailed at Section 8.6, below).
- 1.37. “Released Class Claims” means any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the

Operative Complaint. The Released Class Claims include:

- (a) All claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off-the-clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the claims set forth in the Operative Complaint.
- (b) Meal period and rest period claims, under any theory of recovery, including failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest period violations based on the facts underlying the claims set forth in the Operative Complaint.
- (c) Rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552.
- (d) Failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep/maintain accurate employee payroll records.
- (e) Failure to timely pay wages due during employment or at separation of employment.
- (f) Failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in the Operative Complaint including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tool or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the claims set forth in the Operative Complaint.
- (g) Claims for unfair business practices pursuant to California Business and Professions Code section 17200, *et seq.*, under any theory of recovery that was alleged or could have been alleged in the Operative Complaint based on the facts underlying the claims set forth in the Operative Complaint.
- (h) Claims for declaratory relief, interest, restitution and/or other equitable relief, liquidated damages, punitive damages, penalties, including, but not limited

to, recordkeeping penalties, wage statement penalties, waiting-time penalties, attorneys' fees and costs, and interest that was alleged or could have been alleged in the Operative Complaint based on the facts underlying the claims set forth in the Operative Complaint.

Without limiting the foregoing, the Released Class Claims include all claims alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the Operative Complaint under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation.

- 1.38. "Released PAGA Claims" means any and all claims under PAGA that were alleged in the Operative Complaint or PAGA Notices, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims or circumstances underlying or alleged in the Operative Complaint or the PAGA Notices. The Released PAGA Claims include:
- (a) All PAGA claims for failure to pay wages or for improper deductions from wages, including minimum wages, overtime wages, regular wages, sick pay wages, or gratuities, under any theory of recovery including, rounding of time, off-the-clock work of any kind (including pre-and post-shift activities, working during breaks, waiting in line to clock in, drug testing, COVID-19 and/or temperature screening or other mandatory testing/screening off-the-clock, donning and/or doffing of uniforms off the clock, and adhering to grooming/personal appearance standards off-the-clock), failure to pay overtime, sick pay or gratuities at the proper rate or in the proper amount, reporting time/half-day work claims, and any other theories of recovery that could have been alleged for minimum wages, overtime wages, regular wages, sick pay wages, or gratuities based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.
 - (b) All PAGA claims for meal period and rest period claims, under any theory of recovery, including, failure to provide meal and/or rest periods, failure to provide timely or uninterrupted meal or rest periods, failure to provide off-duty

meal or rest periods, failure to pay meal or rest period premiums/penalties, failure to pay meal or rest period premiums/penalties at the correct rate of pay, and any other theories of recovery that could have been alleged for meal or rest break violations based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.

- (c) All PAGA claims for rest day and/or working more than six days in seven claims pursuant to California Labor Code Sections 551-552, and any other theories of recovery that could have been alleged for such violations based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.
- (d) All PAGA claims for failure to keep/maintain accurate or proper employee time records, failure to provide accurate itemized wage statements, and/or failure to keep accurate employee payroll records.
- (e) All PAGA claims for failure to timely pay wages due during employment or at separation of employment.
- (f) All PAGA claims for failure to reimburse business expenses under California Labor Code Section 2802 under any theory of recovery that was alleged, or could have been alleged in the Operative Complaint, including, uniform purchase and/or maintenance expenses, cell phone expenses, purchase of work tools or other items, parking expenses and any other theories of recovery that could have been alleged for reimbursement of expenses based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.
- (g) All PAGA claims for penalties under the PAGA, attorneys' fees and costs, and interest based on the facts underlying the PAGA Notices sent or the claims set forth in the Operative Complaint.

Without limiting the foregoing, the Released PAGA Claims include all claims for penalties arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of *res judicata* from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through the date of the Preliminary Approval Order or an earlier date per Section 9. Except as expressly set forth in this Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

- 1.41. "Released Parties" means: Defendant, and each of its subsidiaries, affiliates, and hotel owners, and each of their respective parents, principals, officers, directors, shareholders, employees, representatives, members, agents, insurers, reinsurers,

attorneys, joint employers, and alter-egos, each in their individual and corporate capacities, and each of their predecessors, successors, and assigns.

1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her objection to the Settlement as detailed at Section 8.6, below.

3.3. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Gross Settlement Amount shall be disbursed as follows, subject to Court approval.

(c) To the Administrator: An Administration Expenses Payment not to exceed \$28,450 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees. If the Court approves in excess of \$28,450 due to a showing of good cause, that excess amount will be deducted from the Gross Settlement Amount.

6. RELEASE OF CLAIMS. As of the date Defendant provides the Administrator with sufficient funds to make all payments required under the Settlement pursuant to Section 4.3 (“Funding Date”), Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs Jones and Shachno’s General Releases. As of and subject to the occurrence of the Funding Date, Plaintiffs Shachno and Jones, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby fully and finally release the Released Parties, and each of them, from any and all causes of action, claims, demands, costs and expenses, or damages, asserted or unasserted, known and unknown, in law or in equity, under any federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to, claims arising from or in any way related to their employment with Defendant and their compensation while an employee of Defendant (“Shachno/Jones Released Claims”). The Shachno/Jones Released Claims include, but are not limited to, the Released Class Claims; the Released PAGA Claims; any and all claims for declaratory or equitable relief, claims for contribution or indemnity, wages, back pay, front pay, bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory damages, employee benefits, damages, penalties, exemplary damages, punitive damages reinstatement, and/or attorney’s fees and expenses, known or unknown, vested or contingent, which Plaintiffs now have or ever had resulting from any alleged violation, asserted or unasserted, of any federal, state and/or local laws, rules or regulations, including, but not limited to claims under Sections 1981 through 1988 of Title 42 of the United

States Code, the National Labor Relations Act, 29 U.S.C. § 151 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, as amended, the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*, Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, the California Family Rights Act, the California Constitution, the California Fair Employment & Housing Act, the California Labor Code (including the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*), or any other federal, state, or local human rights, civil rights, wage-hour, pension or labor laws, rules and/or regulations, public policy, contract or tort laws, or any claim arising under the common law, including assault and emotional distress, or any claims under Defendant's benefits plans, or any claim for costs, fees or other expenses, including any and all attorneys' fees, or any other action relating to or arising out of Plaintiffs' respective employment with Defendant based upon any conduct up to and including the Funding Date of this Agreement. The Shachno/Jones Released Claims do not extend to claims that cannot be released as a matter of law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Plaintiffs agree and understand that they may have claims against the Released Parties of which, at the time of the execution of this Agreement, they have no knowledge or suspicion, but agree and represent that this Agreement extends to all claims against the Released Parties, whether or not known, claimed or suspected by Plaintiffs as of the date of this Agreement. It is also understood and agreed that the Shachno/Jones Released Claims include not only claims presently known to Plaintiffs but also include all unknown or unanticipated claims, rights, demands, actions, obligations, liabilities, and causes of action of any and every kind, nature, and character whatsoever, which would otherwise come within the scope of the Shachno/Jones Released Claims. Therefore, Plaintiffs knowingly and voluntarily waive any and all rights or benefits which they may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code which provides as follows:

1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, upon the Funding Date and by operation of the Final Approval Order, release each of the Released Parties from any and all of the Released Class Claims arising through and including the date of the Preliminary Approval Order or an earlier date per Section 9. As set forth herein, Plaintiffs agree to amend the *Jones I* operative complaint as necessary to comport with this provision, as well as the Releases set forth above.

The Participating Class Members also expressly agree, upon the Funding Date and by operation of the Final Approval Order, to forego any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind (whether by filing an independent lawsuit or participating in a class, collective, or representative action), to obtain a recovery against any of the Released Parties for the Released Class Claims.

- 6.3. Release of PAGA Claims. Upon the Funding Date and by operation of the Final Approval Order, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former, present, and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, each of the Released Parties from the Released PAGA Claims arising through and including the date of the Preliminary Approval Order or an earlier date per Section 9.

- 8.3. Notice to Class Members.

(b) Within 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish and Tagalog translations substantially in the form attached to this Agreement as composite Exhibit A. Class Counsel is responsible for preparing the Spanish and Tagalog translations and for the cost, if any, for same (including for Exhibit D), with the contents subject to approval by Defendant. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 8.5. Challenges to Calculation of Workweeks. The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA Pay Periods credited to that Class Member and Aggrieved Employee, respectively, the estimated Individual Class Payment and/or Individual PAGA Payment that he/she is to receive based upon Defendant’s records and the formulas set forth in Section 3.3(d) and 3.3(e). Each Class Member/Aggrieved Employee shall have until the Response Deadline (or

Extended Response Deadline, if applicable) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member/Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Administrator via mail, which must explain the basis for the dispute and include any supporting documentation showing that the Workweeks or PAGA Pay Periods credited to him or her is inaccurate. Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records. To the extent a Class Member or Aggrieved Employee submits credible evidence, the Administrator shall make the initial determination of the allocation of Workweeks and/or PAGA Pay Periods. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the dispute(s), appropriately redacted to remove personal identifying information. Although the Administrator shall make the initial decision regarding claim disputes, the Court may review any decision(s) made by the Administrator regarding a claim dispute. If the Court decides not to review any decision(s) made by the Administrator regarding a claim dispute, then the Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

8.6. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) To assert an objection to the Settlement, a Participating Class Member must submit an objection to the Administrator, by mail at the address specified on the Class Notice, not later than the Response Deadline (or Extended Response Deadline, if applicable). The date of the postmark will be the exclusive means for determining whether an objection has been timely submitted. All objections must be in writing, which includes: (1) the objector's full name, address, last four digits of his or her Social Security number, and signature; and (2) the case name and number. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Absent good cause found by the court, Participating Class Members who fail to object in the manners specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Settlement class, and if the Court grants a Final Approval Order, he or she

will be bound by the terms of the Settlement and any Final Approval Order and Judgment. Within three (3) business days of receipt of an objection from a Participating Class Member, the Settlement Administrator shall provide counsel for the Parties with a copy of the objection. No later than twenty (20) calendar days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a complete list of Participating Class Members who have submitted an objection. Prior to the Final Approval Hearing, the Settlement Administrator shall submit copies of the objections that it has received, to the Court by way of declaration (appropriately redacted to remove personal identifying information).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- (d) Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

Exhibits to the Agreement: Exhibits A, B & D attached hereto supersede and replace Exhibits A, B & D to the Agreement.

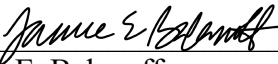
[signatures on following page]

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____
Plaintiff Erin Jones

Dated: _____
Plaintiff Matthew Shachno

Dated: 8/9/24 _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: 8/9/24 _____

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: 08/08/2024

Electronically Signed: 2024-08-08 21:14:41 UTC - 172.119.8.73
Erin Jones
Nintex AssureSign® 954f09b2-951e-4dc2-a370-b1c60142ad27

Plaintiff Erin Jones

Dated: _____

Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 08/08/2024

 *Brian J. St. John for*

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____

Plaintiff Erin Jones

Dated: Aug 8, 2024


Matthew Shachno (Aug 8, 2024 12:21 PDT)

Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: 8/8/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

The Class Action and PAGA Settlement Agreement was made and entered into by and between plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) and defendant Marriott International, Inc. (“Defendant”), and was fully executed as of January 3, 2024. The Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) was entered into on or about August 9, 2024. The Class Action and PAGA Settlement Agreement, together with the Amendment, shall collectively be referred to herein as the “Agreement.”

This Second Amendment to Class Action and PAGA Settlement Agreement (“Second Amendment”) shall supersede and replace only the terms, conditions, and provisions identified below. All other terms, conditions, and provisions in the Agreement shall remain the same and similarly apply to this Second Amendment.

Unless otherwise defined in this Second Amendment, all capitalized phrases or words herein shall have the same meaning as that in the Agreement.

This Second Amendment shall become effective on the date of signature of the last signatory to this Second Amendment (the “Effective Date of Second Amendment”).

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

Upon the Effective Date of Second Amendment, this Second Amendment shall be attached to, fully incorporated into, and shall be treated as part of the Agreement.

All provisions set forth below hereby supersede, amend, and replace the same numbered provisions in the Agreement.

1.29 “Operative Complaint” means the Second Amended Complaint that was filed in the *Jones I* action or about February 7, 2024, as contemplated in Section 2.9, below.

1.37 “Released Class Claims” means any and all claims, debts, liabilities, demands, actions, or causes of action under state or the equivalent federal or local law alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims, or circumstances alleged in the Operative Complaint. The Released Class Claims include all claims under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos.

4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation.

- 1.38 “Released PAGA Claims” means any and all claims under PAGA that were alleged in the Operative Complaint or PAGA Notices, or that reasonably could have been alleged in the Operative Complaint based on the facts, claims or circumstances underlying or alleged in the Operative Complaint or the PAGA Notices. The Released PAGA Claims include all claims for penalties (and attorneys’ fees or costs based on such claims) arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of *res judicata* from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through the date of the Preliminary Approval Order or an earlier date per Section 9. Except as expressly set forth in this Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker’s compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

- 1.41. “Released Parties” means: Defendant, and each of its subsidiaries, affiliates, and Pacific Gateway, Ltd, CCMH San Diego LLC, Host Hotels & Resorts, LP, GardenWalk Hotel I, LLC, Gardenwalk Hotel Mezz I, LLC, Gardenwalk Hotel Holdco I, LLC, Prospera Hotels, LLC (formerly known as Prospera Hotels, Inc.), and Prospera Management, Inc. (which are the hotel owners, lessees, direct or indirect service providers, and direct or indirect parents of such entities), and each of their respective parents, principals, officers, directors, shareholders, employees, representatives, members, agents, insurers, reinsurers, attorneys, joint employers, and alter-egos, each in their individual and corporate capacities, and each of their predecessors, successors, and assigns.

- 8.5 Challenges to Calculation of Workweeks. The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA Pay Periods credited to that Class Member and Aggrieved Employee, respectively, the estimated Individual Class Payment and/or Individual PAGA Payment that he/she is to receive based upon Defendant’s records and the formulas set forth in Section 3.3(d) and 3.3(e). Each Class Member/Aggrieved Employee shall have until the Response Deadline (or

Extended Response Deadline, if applicable) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member/Aggrieved Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge the allocation by communicating with the Administrator via mail, which must explain the basis for the dispute and include any supporting documentation showing that the Workweeks or PAGA Pay Periods credited to him or her is inaccurate. Defendant's records will be determinative absent credible evidence to rebut the accuracy of those records. To the extent a Class Member or Aggrieved Employee submits credible evidence, the Administrator shall make the initial determination of the allocation of Workweeks and/or PAGA Pay Periods. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges. The Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the dispute(s), appropriately redacted to remove personal identifying information. Although the Administrator shall make the initial decision regarding claim disputes, the Court may review any decision(s) made by the Administrator regarding a claim dispute.

Exhibits to the Agreement: Exhibits A, B & D attached hereto supersede and replace Exhibits A, B & D to the Agreement.

[signatures on following page]

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: 12/03/2024

Electronically Signed 2024-12-03 20:53:58 UTC - 172.119.8.73
Nintex AssureSign® *Erin Jones* ae0bba0f-9f14-b4c6-b23b-0155ee29

Plaintiff Erin Jones

Dated: _____

Plaintiff Matthew Shachno

Dated: 12/6/24

Jamie E. Balanoff

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 12/3/24

Brian J. St. John

~~Edwin Aiwazian~~ Brian J. St. John
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: 12/06/2024

Joseph W. Ozmer II

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____

Plaintiff Erin Jones

Dated: 12/03/2024



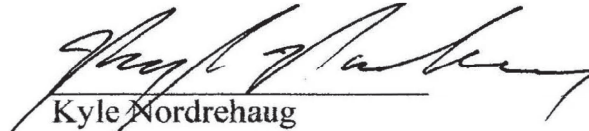
Matthew Shachno (Dec 3, 2024 12:01 PST)

Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: 12/5/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Kristapor Vartanian
Attorney for Defendant

THIRD AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

The Class Action and PAGA Settlement Agreement was made and entered into by and between plaintiffs Erin Jones and Matthew Shachno (“Plaintiffs”) and defendant Marriott International, Inc. (“Defendant”), and was fully executed as of January 3, 2024. The Amendment to Class Action and PAGA Settlement Agreement (“First Amendment”) was entered into on or about August 9, 2024 and the Second Amendment to Class Action and PAGA Settlement Agreement (“Second Amendment”) was entered into on or about December 5, 2024. The Class Action and PAGA Settlement Agreement, together with the First and Second Amendments, shall collectively be referred to herein as the “Agreement.”

This Third Amendment to Class Action and PAGA Settlement Agreement (“Third Amendment”) shall supersede and replace only the terms, conditions, and provisions identified below. All other terms, conditions, and provisions in the Agreement shall remain the same and similarly apply to this Third Amendment.

Unless otherwise defined in this Third Amendment, all capitalized phrases or words herein shall have the same meaning as that in the Agreement.

This Third Amendment shall become effective on the date of signature of the last signatory to this Third Amendment (the “Effective Date of Third Amendment”).

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

Upon the Effective Date of Third Amendment, this Third Amendment shall be attached to, fully incorporated into, and shall be treated as part of the Agreement.

All provisions set forth below hereby supersede, amend, and replace the same numbered provisions in the Agreement.

- 1.37 “Released Class Claims” means any and all claims or causes of action alleged in the Operative Complaint, or that reasonably could have been alleged in the Operative Complaint based on the facts alleged in the Operative Complaint. The Released Class Claims include all claims under California Labor Code Sections 98.1, 200, 201-204, 210, 212, 216, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 233, 245-249, 350, 351, 353, 510, 512, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and/or Wage Orders of the California Industrial Welfare Commission related to these claims arising under the California Labor Code, including Wage Orders Nos. 4, 5, 7, and 9; California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR §§ 11000 *et seq.*, 11010 *et seq.*, and 11060 *et seq.*; California Code of Civil Procedure § 1021.5;

the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* and 211(c) *et seq.* Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation.

- 1.38 “Released PAGA Claims” means any and all claims for civil penalties under PAGA that were alleged in the Operative Complaint or PAGA Notices, or that reasonably could have been alleged in the Operative Complaint based on the facts alleged in the Operative Complaint or the PAGA Notices. The Released PAGA Claims include all claims for penalties (and attorneys’ fees or costs based on such claims) arising under the California Labor Code identified at Section 1.37, above (for the Released Class Claims).

All Aggrieved Employees (and their successor, assigns, and/or agents), including those who are not Participating Class Members, will: (i) be barred by the doctrine of *res judicata* from asserting, in any forum, any of the Released PAGA Claims; and (ii) be deemed to have fully and finally released and discharged all of the Released PAGA Claims up through the date of the Preliminary Approval Order or an earlier date per Section 9. Except as expressly set forth in this Agreement, the Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability, and worker’s compensation. Aggrieved Employees who are not Participating Class Members do not release any claims not expressly included in the definition of Released PAGA Claims.

- 1.41. “Released Parties” means: Defendant and Pacific Gateway, Ltd, CCMH San Diego LLC, Host Hotels & Resorts, L.P., GardenWalk Hotel I, LLC, Gardenwalk Hotel Mezz I, LLC, and Gardenwalk Hotel Holdco I, LLC, and each of Defendant’s subsidiaries, affiliates, parents, principals, officers, directors, shareholders, employees, representatives, members, agents, insurers, reinsurers, attorneys, joint employers, and alter-egos, each in their individual and corporate capacities, and each of their predecessors, successors, and assigns.

Exhibits to the Agreement: Exhibits A, B & D attached hereto supersede and replace Exhibits A, B & D to the Agreement.

[signatures on following page]

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: 05/07/2025

Electronically Signed: 2025-05-07 18:32:11 UTC - 78.188.171.203
Erin Jones
Unique AssuredSignID: 2a592910-c191-4855-9222-62a051235d07

Plaintiff Erin Jones

Dated: _____

Plaintiff Matthew Shachno

Dated: 5/9/25



Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: _____

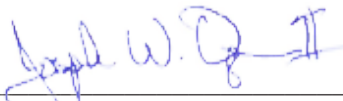
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: May 7, 2025



Brian J. St. John
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: May 9, 2025



Joseph W. Ozmer II
Attorney for Defendant

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Amendment to the Agreement.

Dated: _____

Plaintiff Erin Jones

Dated: 05/06/2025



Matthew Shachno (May 6, 2025 21:21 PDT)
Plaintiff Matthew Shachno

Dated: _____

Jamie E. Balanoff
Vice President and Senior Counsel
For Defendant Marriott International, Inc.

Dated: 5/8/25



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Joseph W. Ozmer II
Attorney for Defendant

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

OCTOBER 8, 2025

MATTHEW SHACHNO

RE: MARRIOTT INTERNATIONAL INC.
FILE NUMBER: CA2062.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/03/20	NBB	REVIEW COMPLAINT - ANALYZE FIND	2.50	995	2,487.50
03/09/20	JHOM	DRAFT PAGA NOTICE AND LWDA FEE LETTER	0.75	295	221.25
03/10/20	JHOM	REVISE PAGA NOTICE AND LWDA FEE LETTER	0.25	295	73.75
03/10/20	JHOM	FILE PAGA NOTICE	0.50	295	147.50
06/23/20 15	VR	REVIEW COURT'S ORDERS AND DOCKET; CMC STATEMENT	1.00	750	750.00
07/11/20	RE	REVIEW DAMAGE ANALYSIS & CASE NOTES.	0.50	675	337.50
07/11/20	RE	REVIEW AND ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	675	2,025.00
07/12/20	RE	REVIEW AND EDIT CLASS COMPLAINT; FORWARD TO ND	2.25	675	1,518.75
07/13/20	RE	DRAFT PAGA-ONLY COMPLAINT.	3.75	675	2,531.25
07/13/20	RE	DRAFT CIVIL CASE COVER SHEET AND SUMMONS	0.50	675	337.50
07/13/20	RE	FINAL COMPLAINT PACKAGE AND FILE IN SAN DIEGO SUP. CT.	0.60	675	405.00
07/14/20	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JUDICIAL ASSIGNMENT AND CMC INFORMATION.			
07/14/20	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
07/17/20	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; ORDER SERVICE FROM KNOX.	0.70	675	472.50
07/28/20	RE	FILE POS OF SUMMONS	0.40	675	270.00
08/11/20 15	VR	REVIEW COURT'S ORDERS AND DOCKET; TELEPHONIC CONVERSATION WITH COUNSEL RE ANSWER; ADVISE CJ	0.50	750	375.00
08/12/20 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW CASE NOTES AND COMPLAINT; ADVISE HD	0.50	750	375.00
08/12/20	CJ	MEET AND CONFER CALL WITH COUNSEL RE PLEADINGS ADN DEADLINE FOR RESPONSE, SENT FOLLOW UP COOR.	1.00	550	550.00
09/08/20 15	KN	REVIEW ANSWER	0.40	950	380.00
09/29/20	PM	REVIEW COMPLAINT AND LEGAL AND FACTUAL ISSUES.	0.50	750	375.00
10/02/20	CJ	EVALUATE STATUS OF CLAIM, COORESPOND WITH DEFENDANT RE SERVICE	0.50	550	275.00
10/02/20 10	VR	DRAFT DISCOVERY; REVIEW DOCUMENTS; REVIEW CORRESPONDENCE FROM DEFENDANT; FOLLOW UP	2.00	750	1,500.00
10/02/20	HD	DRAFT PLAINTIFF'S WRITTE DISCOVERY REQUESTS INCLUDING, REQUETS FOR PRODUCTION, REQUEST FOR ADMISSIONS, SPECIAL INTERROGATORIES, NOTICE OF PMK DEPOSITION, AND FORM INTERROGATORIES, SET ONE.	2.50	250	625.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/13/2015	VR	REVIEW DISCOVERY STATUS; REVIEW DEPOSITION STATUS; CORRESPONDENCE TO DEFENDANT	1.50	750	1,125.00
11/03/2015	VR	REVIEW DISCOVERY SERVED BY DEFENDANT; REVIEW PLAINTIFF'S RECORDS	1.20	750	900.00
11/24/2010	VR	DRAFT DISCOVERY RESPONSES; REVIEW DOCUMENTS AND CASE NOTES; REVIEW CORRESPONDENCE BETWEEN PARTIES	4.00	750	3,000.00
11/25/2010	VR	DRAFT DISCOVERY RESPONSES; REVIEW DOCUMENTS AND CASE NOTES; ADVISE PM	5.00	750	3,750.00
12/03/2006	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY STATUS AND DEPOSITION; ADVISE PM	0.50	750	375.00
12/04/2010	VR	DRAFT CORRESPONDENCE TO DEFENDANT RE DISCOVERY RESPONSES; REVIEW DISCOVERY RESPONSES AND DOCUMENT PRODUCTION; ADVISE PM	4.00	750	3,000.00
12/04/20	PM	LEGAL RESEARCH RE FACTUAL AND LEGAL CLAIMS ALLEGED; REVIEW DEF. RESPONSES TO DISCOVERY; REVIEW MEET AND CONFER CORRESPONDENCE; DRAFT DISCOVERY REQUESTS.	4.00	750	3,000.00
12/08/2006	VR	CORRESPONDENCE TO DEFENDANT RE STATUS OF BELAIRE NOTICE, PROTECTIVE ORDER, AND DISCOVERY; REVIEW COURT'S ORDERS AND LOCAL RULES RE DISCOVERY DISPUTES; ADVISE PM	1.00	750	750.00
12/08/20	PM	LEGAL RESEARCH RE ALLEGATIONS; DRAFT DISCOVERY REQUESTS.	2.50	750	1,875.00
12/11/2015	VR	REVIEW PROTECTIVE ORDER REVISIONS; STATUS OF DISCOVERY; STATUS OF DEPOSITIONS; FOLLOW UP	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/14/20 14	VR	LEGAL RESEARCH RE PAGA PLAINTIFF, STANDING, AND SCOPE OF COMPLAINT RE DISCOVERY; ADVISE PM AND AJB	1.50	750	1,125.00
12/14/20 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND APPLICABLE LAW; REVIEW DISCOVERY RESPONSES	2.00	750	1,500.00
12/22/20 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY; PREP; FOLLOW UP	2.00	750	1,500.00
01/05/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE DISCOVERY AND FACTUAL BACKGROUND; ADVISE PM; REVIEW DISCOVERY AND DOCUMENTS	2.50	750	1,875.00
01/06/21 15	VR	REVIEW STATUS OF DISCOVERY AND DEF'S DISCOVERY LETTER; CORRESPONDENCE TO DEF	1.00	750	750.00
01/11/21 17	VR	REVIEW & REVISE PROTECTIVE ORDER; CORRESPONDENCE TO DEFENDANT	1.10	750	825.00
01/12/21 15	VR	REVIEW STATUS OF PROTECTIVE ORDER AND DISCOVERY; ADVISE PM	1.00	750	750.00
01/13/21	PM	REVIEW AND ANALYZE STATUS OF ACTION; ADVISE VR RE DISCOVERY AND DISCOVERY MOTION PRACTICE; REVIEW AND ANALYZE DEF. RESPONSES TO DISCOVERY AND DOCUMENTS.	2.00	750	1,500.00
01/21/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW DISCOVERY RESPONSES AND DOCUMENT REQUESTS; FOLLOW UP	3.50	750	2,625.00
01/25/21 15	VR	REVIEW DISCOVERY AND STATUS OF DISPUTE; ADVISE PM	1.50	750	1,125.00
01/27/21	PM	REVIEW DEF. RESPONSES TO DISCOVERY; REVIEW	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRESPONDENCE WITH DEFENSE COUNSEL; REVIEW AND ANALYZE LEGAL AND FACTUAL ISSUES.			
01/28/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT'S COUNSEL; REVIEW DISCOVERY AND STATUS; FOLLOW UP; ADVISE PM	2.00	750	1,500.00
02/05/21	KH	RESEARCH COURT REQUIREMENTS FOR INFORMAL DISCOVERY CONFERENCE; CONTACT DEPARTMENT FOR SCHEDULING.	0.30	250	75.00
02/05/21	PM	REVIEW STATUS OF MEET AND CONFER AND COMPELLING OF DISCOVERY RESPONSES; ADVISE VR RE THE SAME.	0.50	750	375.00
02/08/21 06	VR	CORRESPONDENCE TO DEFENDANT RE MEET AND CONFER AND DEPOSITIONS; FOLLOW UP	0.50	750	375.00
02/11/21	PM	REVIEW STATUS OF DISCOVERY AND MEET AND CONFER; ADVISE VR; REVIEW AND ANALYZE DEF. DOCUMENTS.	1.00	750	750.00
02/12/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY; PREP; FOLLOW UP; ADVISE AJB	2.50	750	1,875.00
02/15/21 15	VR	REVIEW DISCOVERY DEADLINES AND IDC STATUS; ADVISE CJ	0.50	750	375.00
03/09/21 15	VR	REVIEW DISCOVERY RESPONSES AND MEET AND CONFER CORRESPONDENCE; RESEARCH O'GRADY FOR IDC STATEMENT	2.00	750	1,500.00
03/10/21 10	VR	DRAFT IDC STATEMENT; RESEARCH O'GRADY RE GRATUITY; RESEARCH LOCAL RULES RE IDC AND REQUIREMENTS; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE PM	4.00	750	3,000.00
03/11/21	VR	DRAFT IDC STATEMENT; REVIEW	4.00	750	3,000.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10		DISCOVERY RESPONSES AND MEET AND CONFER CORRESPONDENCE; REVIEW AND REVISE AND FINALIZE			
03/12/21	KH	INSTRUCT ATTORNEY SERVICE RE DELIVERY OF INFORMAL DISCOVERY CONFERENCE STATEMENT; E-SERVICE ON ALL COUNSEL.	0.20	250	50.00
03/16/21	PM	APPEAR FOR IDC; PREPARE AND CIRCULATE SUMMARY RE IDC EVENTS; ANALYZE NEXT STEPS REGARDING COMPELLING DISCOVERY.	1.00	750	750.00
03/18/21 15	VR	REVIEW DISCOVERY AND ORDERS; CORRESPONDENCE TO DEFENDANT; PREP FOR MEET AND CONFER	1.00	750	750.00
03/19/21 15	VR	REVIEW DISCOVERY RESPONSES; STATUS OF DISCOVERY; CORRESPONDENCE BETWEEN PARTIES; SCHEDULE MOTIONS TO COMPEL; ADVISE PM	1.50	750	1,125.00
03/22/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY; REVIEW DISCOVERY RESPONSES; PREPARE FOR CONFERENCE; FOLLOW UP	2.50	750	1,875.00
03/24/21 15	VR	REVIEW COURT'S ORDERS RE IDC; REVIEW CORRESPONDENCE FROM DEFENDANT; REVIEW STATUS OF DISCOVERY; ADVISE KH AND CJ	1.50	750	1,125.00
03/25/21 10	VR	DRAFT CMC STATEMENT; REVIEW COURT'S DOCKET AND ORDERS; REVIEW DISCOVERY AND STATUS OF DISPUTE; ADVISE KH	2.00	750	1,500.00
03/25/21	KH	FINALIZE PLAINTIFF'S CASE MANAGEMENT STATEMENT WITH UPDATED PROOF OF SERVICE; SUBMIT FOR FILING WITH THE COURT AND E-SERVICE ON ALL COUNSEL.	0.30	250	75.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/25/21 10	VR	DRAFT CMC STATEMENT; REVIEW CASE NOTES AND COMPLAINT; REVIEW COURT'S DOCKET AND STATUS OF CASE; EXECUTE, FILE AND SERVE	2.50	750	1,875.00
04/23/21 15	VR	REVIEW DISCOVERY AND DEF'S DISCOVERY RESPONSES; ADVISE HD RE MTC AND SEPARATE STATEMENTS	1.00	750	750.00
04/26/21 15	VR	REVIEW DEF'S DISCOVERY RESPONSES; REVIEW STATUS OF DISCOVERY DISPUTE; REVIEW LOCAL RULES; ADVISE PM	3.00	750	2,250.00
04/26/21	PM	REVIEW STATUS OF DISCOVERY MEET AND CONFER, DEF. DISCOVERY RESPONSES AND DOCUMENT PRODUCTION; ADVISE VR RE NEXT STEPS.	0.75	750	562.50
04/27/21	KH	DRAFT SEPARATE STATEMENT OF REQUESTS AND RESPONSES IN DISPUTE IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO REQUEST FOR PRODUCTION, SET ONE.	0.90	250	225.00
04/27/21	KH	DRAFT SEPARATE STATEMENT OF REQUESTS AND RESPONSES IN DISPUTE IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO SPECIAL INTERROGATORIES, SET ONE;	1.00	250	250.00
04/27/21 10	VR	DRAFT MOTION TO COMPEL SPECIAL INTERROGATORIES; REVIEW DISCOVERY AND RESPONSES; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE PM	4.50	750	3,375.00
04/28/21 10	VR	DRAFT MOTION TO COMPEL REQUEST FOR PRODUCTION; REVIEW RFP RESPONSES AND DOCUMENTS; REVIEW CORRESPONDENCE BETWEEN PARTIES	4.00	750	3,000.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/29/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND MOTIONS TO COMPEL; ADVISE PM	1.00	750	750.00
04/29/21	PM	REVIEW AND REVISE MOTIONS TO COMPEL DISCOVERY; REVIEW AND ANALYZE DEF. RESPONSES TO DISCOVERY.	1.50	750	1,125.00
05/11/21	PM	REVIEW STATUS OF DISCOVERY MOTIONS; REVIEW DRAFT DISCOVERY MOTIONS; ADVISE VR RE FILING MOTIONS TO COMPEL; REVIEW DEF. DISCOVERY RESPONSES AND CORRESPONDENCES.	1.00	750	750.00
05/17/21 15	VR	REVIEW DISCOVERY STATUS; REVIEW DOCUMENTS; ADVISE PM	1.00	750	750.00
05/18/21 07	VR	CORRESPONDENCE TO CLIENT TO FOLLOW UP TO VOICEMAIL; REVIEW DEPOSITION NOTICE AND SCHEDULE; REVIEW COURT'S ORDERS; REVIEW DISCOVERY; ADVISE PM	1.50	750	1,125.00
05/21/21 10	VR	DRAFT MOTIONS TO COMPEL SPECIAL INTERROGATORIES AND REQUESTS FOR PRODUCITON; DRAFT CORRESPONDING DECLARATIONS; REVIEW CORRESPONDENCE BETWEEN PARTIES	5.00	750	3,750.00
05/23/21 10	VR	DRAFT SEPARATE STATEMENT; REVIEW DISCOVERY RESPONSES	2.50	750	1,875.00
05/24/21 10	VR	DRAFT MOTION TO COMPEL AND SEPARATE STATEMENT; REVIEW DISCOVERY RESPONSES; EXECUTE AND FILE AND SERVE	4.00	750	3,000.00
05/24/21	PM	REVIEW AND ANALYZE DRAFT MOTION TO COMPEL DISCOVERY AND DEFENDANT'S DOCUMENTS AND DISCOVERY RESPONSES.	1.00	750	750.00
05/24/21	KH	FINALIZE MOTIONS TO COMPEL	1.10	250	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FURTHER RESPONSES TO REQUEST FOR PRODUCTION AND SPECIAL INTERROGATORIES; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.			
05/25/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE DISCOVERY, DEPOSITION, AND FACTS OF THE CASE; PREPARE; FOLLOW UP; UPDATE NOTES	2.50	750	1,875.00
05/25/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND DEPOSITIONS; FOLLOW UP	0.60	750	450.00
05/27/21	KH	FINALIZE PLAINTIFF'S SUPPLEMENTAL DISCOVERY RESPONSES TO SET ONE DISCOVERY PROPOUNDED BY DEFENDANT (FORM INTERROGATORIES-GENERAL; FORM INTERROGATORIES-EMPLOYMENT; REQUEST FOR PRODUCTION; SPECIAL INTERROGATORIES); PREPARE FOR SERVICE ON OPPOSING COUNSEL; DRAFT VERIFICATION FOR PLAINTIFF TO EXECUTE.	0.70	250	175.00
05/27/21 10	VR	DRAFT SUPPLEMENTAL RESPONSES TO DISCOVERY; REVIEW CASE NOTES AND DOCUMENTS; FINALIZE AND SERVE	4.00	750	3,000.00
06/01/21 06	VR	CORRESPONDENCE TO DEFENDANT RE STATUS OF MOTION TO COMPEL AND DISCOVERY; REVIEW STATUS OF DISCOVERY	0.50	750	375.00
06/02/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DEPOSITION AND DISCOVERY; REVIEW STATUS OF DISCOVERY	0.50	750	375.00
06/07/21	KH	PREPARE VERIFICATION TO SUPPLEMENTAL DISCOVERY RESPONSES FOR SERVICE.	0.10	250	25.00
06/16/21	KH	DRAFT AMENDED NOTICE OF	0.30	250	75.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEPOSITION OF DEFENDANT; FINALIZE AND PREPARE FOR SERVICE ON OPPOSING COUNSEL; SCHEDULE REMOTE APPEARANCE.			
06/16/21 15	VR	REVIEW CORRESPONDENCE FROM DEFENDANT AND PMK NOTICE; ADVISE PM; REVIEW DOCUMENT PRODUCTION	0.60	750	450.00
06/17/21 10	VR	DRAFT OBJECTIONS TO DEF'S NOTICE OF DEPOSITION; REVIEW STATUS OF DISCOVERY; REVIEW DOCUMENTS; FINALIZE AND SERVE	1.50	750	1,125.00
06/21/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DEPOSITION AND STATUS OF DISCOVERY; FOLLOW UP WITH PLAINTIFF	1.00	750	750.00
06/24/21 07	VR	CORRESPONDENCE TO CLIENT RE DEPOSITION; REVIEW CASE NOTES AND STATUS OF DISCOVERY/DEPOSITION; FOLLOW UP	1.00	750	750.00
06/25/21	KH	DRAFT SECOND AMENDED NOTICE OF DEPOSITION OF DEFENDANT; FINALIZE AND PREPARE FOR SERVICE ON ALL COUNSEL; FORWARD TO COURT REPORTER FOR REMOTE SCHEDULING.	0.30	250	75.00
07/06/21 10	VR	DRAFT PLAINTIFF'S OBJECTIONS TO DEFENDANT'S NOTICE OF DEPOSITION; FINALIZE AND SERVE	0.60	750	450.00
07/06/21 15	VR	REVIEW DOCUMENTS AND CASE NOTES; PREPARE FOR PLAINTIFF DEPOSITION; ADVISE PM	1.00	750	750.00
07/07/21 10	VR	DRAFT SUPPLEMENTAL DISCOVERY RESPONSES; REVIEW DOCUMENTS AND TIME AND WAGE RECORDS	2.50	750	1,875.00
07/08/21 20	VR	PREPARATION FOR DEPOSITION OF PLAINTIFF; TELEPHONE CONFERENCE WITH PLAINTIFF;	3.00	750	2,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PREP; FOLLOW UP			
07/08/21 10	VR	DRAFT SUPPLEMENTAL DISCOVERY RESPONSES; REVIEW DOCUMENTS AND TIME AND WAGE RECORDS; REVIEW POLICIES; LEGAL RESEARCH REGARDING REST BREAKS	2.00	750	1,500.00
07/09/21	KH	FINALIZE SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORIES, SET ONE; E-SERVE ON OPPOSING COUNSEL; DRAFT VERIFICATION FOR CLIENT SIGNATURE.	0.40	250	100.00
07/09/21 10	VR	DRAFT SUPPLEMENTAL RESPONSES TO DISCOVERY; FINALIZE; SERVE	2.00	750	1,500.00
07/09/21 20	VR	PREPARATION FOR DEPOSITION OF PLAINTIFF; TELEPHONE CONVERSATION WITH PLAINTIFF; REVIEW DOCS AND CASE NOTES	3.00	750	2,250.00
07/12/21	KH	COMPILE AND BATES NUMBER PLAINTIFF'S DOCUMENTS; PREPARE FOR SERVICE ON OPPOSING COUNSEL WITH VERIFICATION.	0.70	250	175.00
07/13/21 19	VR	DEPOSITION OF PLAINTIFF; PREP; FOLLOW UP	8.50	750	6,375.00
07/18/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS AND PREPARE FOR PMK DEPOSITION.	6.00	750	4,500.00
07/19/21	PM	PREPARE FOR AND TAKE PMK DEPOSITION.	8.00	750	6,000.00
08/17/21 17	VR	REVIEW & REVISE CMC STATEMENT; FINALIZE AND EXECUTE	1.00	750	750.00
08/25/21	KH	FINALIZE REPLY IN SUPPORT OF MOTIONS TO COMPEL FURTHER DISCOVERY RESPONSES WITH UPDATED PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/25/21 10	VR	DRAFT REPLY RE MOITONS TO COMPEL DISCOVERY; ADVISE PM	5.00	750	3,750.00
08/31/21	PM	REVIEW MOTION AND REPLY IN SUPPORT OF MOTION TO COMPEL DISCOVERY RESPONSES; REVIEW AND ANALYZE TENTATIVE RULING RE MOTION TO COMPEL.	0.50	750	375.00
09/01/21	PM	GO OVER RUNDOWN OF MTC HEARING WITH VR; TELEPHONIC CONFERENCE WITH EXPERT RE ANALYSIS OF PLAINTIFF'S PAYROLL AND TIME RECORDS.	0.50	750	375.00
09/01/21 08	VR	COURT APPEARANCE AT MOTION TO COMPEL; REVIEW MOTIONS AND DISCOVERY; PREP FOR HEARING; FOLLOW UP	3.50	750	2,625.00
09/07/21	PM	TELEPHONIC CONFERENCE WITH LIETZOW RE PLAINTIFF'S PAYROLL AND TIME RECORDS; ADVISE AJB RE STATUS OF DISCOVERY AND LEGAL AND FACTUAL ALLEGATIONS.	0.50	750	375.00
09/08/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE DEPOSITION STATUS AND TRANSCRIPT REVIEW; CONFERENCE WITH CLIENT RE STATUS OF CASE AND OTHER POTENTIALLY RELATED ISSUES	0.60	750	450.00
09/08/21	PM	REVIEW STATUS OF DISCOVERY AND OUTSTANDING DISCOVERY DISPUTES.	0.50	750	375.00
09/15/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE STATUS OF CASE AND DEPOSITION; FOLLOW UP WITH NDB	0.50	750	375.00
09/20/21	PM	REVIEW DEF. RESPONSES TO DISCOVERY; DRAFT MEET AND CONFER CORRESPONDENCE; ADVISE CJ RE DEFICIENT RESPONSES BY DEF.	1.00	750	750.00
09/24/21	CJ	RESEARCH CASE STATUS,	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EVALUATE MTC DEADLINES, DETERMINE CONTINUED NEED SUPPLEMENTAL RESPONSES ON A FIRM DATE			
10/01/21	PM	REVIEW AND REVISE DRAFT STIPULATION TO CONTINUE DEF. DEADLINE TO COMPLY WITH COURT ORDER; REVIEW DEF. CORRESPONDENCES AND ANALYZE AND RESPOND TO DEF; REVIEW DEF. RESPONSES TO DISCOVERY AND DEF. DOCUMENT PRODUCTION.	2.50	750	1,875.00
10/08/21	PM	REVIEW DEF. CORRESPONDENCE RE DOCUMENT PRODUCTION AND COURT ORDER COMPLIANCE; ADVISE AJB RE THE SAME; REVIEW DEF. DOCUMENTS AND SUPPLEMENTAL WRITTEN RESPONSES.	1.00	750	750.00
11/01/21	PM	REVIEW AND ANALYZE DEF. RESPONSES TO DISCOVERY; STRATEGIZE RE DISCOVERY AND REMAINDER OF DISCOVERY NEEDED BEFORE TRIAL.	0.50	750	375.00
11/02/21	CJ	EVALUATE ALL SECOND SUPPLEMENTAL RESPONSES TO WRITTEN DISCOVERY FROM DEFENDANT	2.00	550	1,100.00
11/02/21	CJ	ANALYZE THIRD SUPPLEMENTAL RESPONSES TO DISCOVERY IN PREP FOR DRAFTING MEET AND CONFER LETTER	1.00	550	550.00
12/06/21	PM	REVIEW AND ANALYZE DEF. DOCUMENT PRODUCTION; REVIEW EXPERT ANALYSIS OF PAYROLL RECORDS AND STRATEGIZE.	2.00	750	1,500.00
12/09/21	CJ	EVALUATE 3RD SUPPLEMENTAL RESPONSES FROM DEF, RESEARCH COMPEL DEADLINE	0.50	550	275.00
01/04/22	CJ	CONTINUE EVALUATING	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DOCUMETNS IN FILE, COMPLAINT AND CASE NOTES, RESEARCH DOCKET, DRAFT MEDIATION DATA AND DOCUMENT DEMAND, ADVISE PM OF ISSUES, EDIT DEMAND			
01/04/22	CJ	EVALUATE DOCUMENTS AND EXHIBIT BOOK IN PREPARATION FOR DRAFTING MEDIATION DATA AND DOCUMENT DEMAND	1.00	550	550.00
01/05/22	KH	REVIEW ADDITIONAL CLIENT DOCUMENTS; COMPILE AND APPLY BATES NUMBERING.	0.30	250	75.00
01/26/22	PM	REVIEW CLIENT AND DEF. DOCUMENTS AND ANALYZE ARB AGREEMENT.	1.00	750	750.00
03/30/22	PM	REVIEW DOCKET AND ANALYZE UPCOMING HEARINGS; REVIEW MINUTE ORDER RE OSC; STRATEGIZE RE UPCOMING DATES.	0.50	750	375.00
04/04/22	CJ	EVALAUTE DOCS NEEDED FROM DEF TO PREPARE FOR MEDIATION, CORESPOND WITH OPC RE SAME	0.50	550	275.00
04/14/22	AR	REVIEW FILE FOR STATUS; DRAFT MULTIPLE CORRESPONDENCE REGARDING ATTENDANCE AT OSC HEARING.	0.50	550	275.00
04/21/22	PM	REVIEW DOCKET AND STATUS OF DISCOVERY AND DOCUMENTS RE MEDIATION; ADVISE SP RE IMPORTANT POINTS FOR UPCOMING OSC.	0.50	750	375.00
04/22/22	CJ	PREPARE FOR AND APPEAR AT OSC HEARING, MEMORIALIZE OUTCOME TO FIRM	1.00	550	550.00
04/27/22	PM	TELEPHONIC CONFERENCE RE MEDIATION DATA WITH AJB AND EXPERT; REVIEW AND ANALYZE PMK DEPOSITION TRANSCRIPT AND DEF. DOCUMENTS.	3.00	750	2,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/27/22	CJ	ANALYZE DOCUMENTS SENT BY OPC AND STILL NEEDED FROM OPC FOR PURPOSES OF PRE MEDAITION ANALYSIS	1.00	550	550.00
05/09/22	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	450	1,260.00
05/10/22	SB	ADD INDIVIDUAL CLAIMS TO CASE NOTES, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB	2.40	450	1,080.00
05/12/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; PULL EXHIBITS; FORWARD DRAFT TO AJ TO REVIEW & FINALIZE	1.50	675	1,012.50
05/16/22	SB	PREPARE FOR MEDIATION, REVIEW MEDIATION BRIEF, ADVISE AJB	2.80	450	1,260.00
05/19/22	SB	ATTEND MEDIATION	8.00	450	3,600.00
05/20/22	RE	DRAFT CLASS ACTION COMPLAINT; FORWARD TO ND FOR REVIEW	3.80	675	2,565.00
05/23/22	RE	DRAFT CIVIL CASE COVER SHEET & SUMMONS RE CLASS ACTION	0.40	675	270.00
05/23/22	RE	REVIEW CLASS ACTION COMPLAINT PACKAGE; CONFER W ND RE FINAL DRAFT; FILE IN SD SUP. CT.	0.60	675	405.00
05/24/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE CLASS ACTION COMPLAINT; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
06/03/22	KH	DRAFT INITIAL DISCOVERY IN NEW CLASS ACTION CASE: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (INCLUDING DRAFT BELAIRE-WEST NOTICE); REQUEST FOR ADMISSIONS; REQUEST FOR	1.70	250	425.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANT.			
06/06/22	CJ	EVALUATE CASE NOTES AND CLAIMS IN CASE, REVISE BELAIRE NOTICE AND NOTICE OF DEPOSITION OF PMK	1.00	550	550.00
06/07/22	KH	FINALIZE INITIAL DISCOVERY AND PREPARE FOR SERVICE ON ALL DEFENDANTS.	0.40	250	100.00
06/07/22	CJ	CONTINUE REVISING SET 1 DISCOVERY REQUESTS	1.00	550	550.00
06/07/22	CJ	RESEARCH LC SECTION 351	0.50	550	275.00
06/07/22	CJ	EVALUATE RELATED CASE FILE	0.50	550	275.00
06/14/22	PM	REVIEW CLAIMS AND ISSUES; ANALYZE RE DISCOVERY NEEDED FOR TRIAL.	1.00	750	750.00

TOTAL BILLED HOURS

ANDREW RONAN	0.50 hr @ 550.00	\$ 275.00
CHARLOTTE JAMES	13.00 hr @ 550.00	\$ 7,150.00
HEATHER DROSI	2.50 hr @ 250.00	\$ 625.00
JACKLAND HOM	1.50 hr @ 295.00	\$ 442.50
KARLA HORNE	9.20 hr @ 250.00	\$ 2,300.00
KYLE NORDREHAUG	0.40 hr @ 950.00	\$ 380.00
NORMAN BLUMENTHAL	2.50 hr @ 995.00	\$ 2,487.50
PIYA MUKHERJEE	45.75 hr @ 750.00	\$ 34,312.50
RICO EHMANN	19.40 hr @ 675.00	\$ 13,095.00
SCOTT BLUMENTHAL	16.00 hr @ 450.00	\$ 7,200.00
VICTORIA RIVAPALACIO	138.20 hr @ 750.00	\$ 103,650.00

TOTAL PROFESSIONAL SERVICES

248.95

\$171,917.50

COSTS ADVANCED

03/09/20	FILING FEE. PAGA NOTICE REFUND	75.00
07/15/20	FILING FEE	459.31
07/29/20	FILING FEE	9.95

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
08/01/20	MESSENGER - KNOX	113.55
08/04/20	FILING FEE	35.25
03/12/21	COURTCALL APPEARANCE FEE	94.00
03/25/21	FILING VIA ONELEGAL	14.41
03/31/21	KNOX ATTORNEY SERVICES	59.75
04/05/21	APPEARANCE VIA COURTCALL	94.00
05/25/21	FILING VIA ONE LEGAL	77.21
05/25/21	FILING VIA ONE LEGAL	77.21
07/13/21	COFFEE FOR PLAINTIFF FOR DEPOSITION OF PLAINTIFF	5.15
07/13/21	LUNCH AT DEPOSITION OF PLAINTIFF	38.41
07/13/21	PARKING FOR DEPOSITION OF PLAINTIFF	33.00
08/25/21	FILING VIA ONELEGAL	12.35
08/30/21	FILING VIA ONELEGAL	12.35
09/08/21	PLAINTIFF DEPO TRANSCRIPT FROM US LEGAL	1,613.70
10/15/21	PMK DEPOSITION TRANSCRIPT COST	1,918.95
12/07/21	MEDIATION FEES - MARK RUDY.	11,000.00
01/04/22	DOCKET REVIEW - PURCHASE OF DOCS FROM DOCKET	10.00
05/25/22	BERGER CONSULTING GROUP	<u>2,400.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 18,153.55</u>
TOTAL CURRENT CHARGES		<u>\$190,071.05</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 10/13/2025
Due On: 11/12/2025

Matthew Shachno
3030 Ivy Street
San Diego, CA 92104

CA2062

Marriott International, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
PM	06/15/2022	Review Def. ex parte application; analyze Def. documents.	1.00	\$750.00	\$750.00
CJ	06/15/2022	Correspondence with Opposing Counsel: determine timing for renewed discovery and withdraw discovery	0.25	\$550.00	\$137.50
CJ	06/15/2022	Review and Analyze: Evaluate OPC basis for bringing ex parte and prepare to appear for same	1.00	\$550.00	\$550.00
CJ	06/16/2022	Review and Revise: Continue to prepare for ex parte hearing, determine remote appearance info, eval timing for MSJ v trial	1.00	\$550.00	\$550.00
CJ	06/16/2022	Appear at D's ex parte hearing and memorialize same to firm	0.50	\$550.00	\$275.00
RE	07/18/2022	Prepare documents for service of process; identify registered agent; review CMC order re service & confer w PM re service; send out for service via Knox re class case	0.80	\$675.00	\$540.00
RE	07/22/2022	File Proof of Service of Summons; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
PM	08/01/2022	Review discovery requests.	0.50	\$750.00	\$375.00
KH	08/02/2022	Update initial discovery in Class Action matter; Finalize and prepare for e-service on opposing	0.90	\$250.00	\$225.00

		counsel.			
PM	08/09/2022	Review Def. MSA and analyze.	1.00	\$750.00	\$750.00
KH	08/19/2022	Draft notices of appearance for Piya and Charlotte in case newly removed to federal court; Finalize and prepare for submission to Court with E-service on all counsel.	0.50	\$250.00	\$125.00
PM	08/19/2022	Review Def. removal papers and analyze.	1.00	\$750.00	\$750.00
KH	08/22/2022	Review Notice & Order setting Early Neutral Evaluation and Case Management Conferences; Confirm calendaring and follow up requirements.	0.70	\$250.00	\$175.00
PM	08/23/2022	Review orders and calendar; strategize re discovery.	0.50	\$750.00	\$375.00
CJ	08/24/2022	Research case and claims, review order and dates set in prep for t/c with OPC	1.00	\$550.00	\$550.00
CJ	08/24/2022	t/c with OPC to m&c re ene	0.50	\$550.00	\$275.00
KN	08/25/2022	Prepare and file notice of appearance; memo to staff	0.40	\$950.00	\$380.00
CJ	08/26/2022	Evaluate correspondence from OPC, and determine Rule 26f conference needed, confer with OPC re same	0.50	\$550.00	\$275.00
CJ	08/31/2022	Research Magistrate Consent issue and evaluate ENE order	0.50	\$550.00	\$275.00
CJ	08/31/2022	Analyze correspondence from OPC and evaluate discovery status for purposes of responding to same	0.50	\$550.00	\$275.00
CJ	08/31/2022	T/C with P and evaluate P's status as a rep and docs sent to P re class rep status	1.00	\$550.00	\$550.00
CJ	09/02/2022	Prepare for 26f conference, review rule and Discovery order	1.00	\$550.00	\$550.00
CJ	09/02/2022	Conduct Rule 26f conference, annotate re same	1.00	\$550.00	\$550.00
CJ	09/06/2022	Analyze status of class case, review case notes, review complaint in prep for drafting discovery requests to OPC	1.00	\$550.00	\$550.00
CJ	09/06/2022	Draft revised Set 1 discovery requests to OPC in federal case, draft Belaire Notice, 30B6 notice, finalize and served	2.00	\$550.00	\$1,100.00
CJ	09/08/2022	Prepare for and t/c with Plaintiff	1.00	\$550.00	\$550.00
CJ	09/08/2022	Evaluate Stip and PO from OPC, red line, advise PM, sent to OPC	0.50	\$550.00	\$275.00

FG	09/09/2022	Email from Piya with mediation brief, complaint, contact list, assignment. Email Taylor, email Wayne, intake case file.	0.58	\$250.00	\$145.83
FG	09/09/2022	Read and make notes, mediation brief. Email Piya regarding "unwoke" policies.	0.75	\$250.00	\$187.50
PM	09/09/2022	Advise RG re legal and factual issues for CM declarations; legal research re Def. MSJ	3.00	\$750.00	\$2,250.00
FG	09/12/2022	Set up case, read and mark up Complaint, review MSJ, damage summary, memo to team re damage summary, emails questions to Piya, refer to mediation brief	2.33	\$250.00	\$583.33
PM	09/13/2022	Review Def. MSJ and analyze; draft responsive separate statement; discuss damages analysis with expert.	3.00	\$750.00	\$2,250.00
CJ	09/13/2022	Review and analyze Def's Notice of Removal and basis for same	1.00	\$550.00	\$550.00
CJ	09/13/2022	Research CAFA Statute, evaluate declarations (3) submitted by OPC re evidentiary support for removal	1.50	\$550.00	\$825.00
CJ	09/13/2022	Research chambers rules, Local Rules for Southern Dist., evaluate motion practice requirements	1.00	\$550.00	\$550.00
CJ	09/13/2022	Research method for reserving hearing, t/c with clerk to reserve, advise firm	0.50	\$550.00	\$275.00
CJ	09/13/2022	Begin setting up motions, drafting Notice and determine if proposed order is needed	1.00	\$550.00	\$550.00
CJ	09/13/2022	Evaluate amount in controversy an complaint	0.50	\$550.00	\$275.00
CJ	09/14/2022	Research status of state court case and discovery issues	1.00	\$550.00	\$550.00
CJ	09/14/2022	Advise PM re settlement discussions, research re same	1.00	\$550.00	\$550.00
CJ	09/14/2022	Continue evaluation of Removal papers and craft arguments to rebut	1.00	\$550.00	\$550.00
PM	09/14/2022	Prepare response to separate statement re MSJ; review and analyze Def. documents.	7.00	\$750.00	\$5,250.00
CJ	09/15/2022	Research Chambers rules re Rule 26f report, evaluate notes from 26f, begin drafting report	1.50	\$550.00	\$825.00
CJ	09/15/2022	Continue drafting 26f report, evaluate claims, docs in file, finalize report to send to PM	2.00	\$550.00	\$1,100.00
CJ	09/15/2022	Evaluate PM revisions, incorporate/ revise	0.50	\$550.00	\$275.00

CJ	09/15/2022	Draft Motion Memo of P&A for Remand, send to PM	3.00	\$550.00	\$1,650.00
PM	09/15/2022	Review Def. removal papers; review and revise draft motion for remand.	3.00	\$750.00	\$2,250.00
GG	09/16/2022	Prepare TOC/TOA for Mot. to Remand	2.20	\$250.00	\$550.00
GG	09/16/2022	Draft: POS, file and serve Ps Motion to Remands.	0.40	\$250.00	\$100.00
CJ	09/16/2022	Final review of Motion, review of notice of removal	1.50	\$550.00	\$825.00
CJ	09/16/2022	Evaluate tables and pagination, finalize motion for filing, finalize Notice for filing, prep cert. of service, sent to PL for filing	1.50	\$550.00	\$825.00
PM	09/16/2022	Review and analyze Def. documents and policies; confer with expert re analysis assumptions.	2.00	\$750.00	\$1,500.00
FG	09/19/2022	Emails with Piya re: status of Plaintiff decl as template, which of 9 locations to focus on when calling to AEs, intake Piya email with decl claims to be covered w/AEs	0.33	\$250.00	\$83.33
FG	09/19/2022	Set up contact list for call use. Cut original(s) of Mission at SJC and SD Marquis	1.08	\$250.00	\$270.83
FG	09/19/2022	Email memo to P.M. re calls to AEs and as to which location to focus on	0.17	\$250.00	\$41.67
FG	09/19/2022	Pitch Breahna Wright, she is going to consider providing a decl	0.50	\$250.00	\$125.00
FG	09/19/2022	Follow-up email memo to team regarding B. Wright call and notable facts	0.25	\$250.00	\$62.50
FG	09/19/2022	Read IWC rulings sent by AJ	0.25	\$250.00	\$62.50
FG	09/19/2022	Email to team regarding IWC rulings from '90s	0.17	\$250.00	\$41.67
FG	09/19/2022	Text Breahna Wright case and firm name with my contact info as per her request	0.17	\$250.00	\$41.67
FG	09/19/2022	Configure Marquis contact list for use with calls by cutting extraneous columns and formatting column width	0.25	\$250.00	\$62.50
FG	09/19/2022	Calls to AEs	2.75	\$250.00	\$687.50
PM	09/19/2022	Research and draft response to separate statement; prepare client declaration re MSJ Opp.	4.50	\$750.00	\$3,375.00
CJ	09/19/2022	Evaluate deadlines re P's discovery, advise PM and Gerardo re same	0.50	\$550.00	\$275.00
CJ	09/19/2022	Evaluate set 1 discovery requests to both Plaintiffs and eval prior settlement and related case info	1.00	\$550.00	\$550.00

CJ	09/19/2022	Analyze status of discovery plan and 26f Report, review status of stip to continue remand date and initial disclosure pre, correspond with OPC re same	1.00	\$550.00	\$550.00
FG	09/20/2022	Calls/texts with Marcella Hughes to explain case claims and discuss her current experience at Ritz Bacarra Resort in Montecito where she is employed and paid by Marriott	0.42	\$250.00	\$104.17
FG	09/20/2022	Emails w/ AJ & PM regarding Ritz Carlton and Marriott overlap as per Marcella Hughes info	0.25	\$250.00	\$62.50
PM	09/20/2022	Review deposition transcripts; review and analyze expert analysis; review and analyze Def. documents and policies; review and revise draft 26(f) report; advise AJB and CJ re the same.	4.50	\$750.00	\$3,375.00
FG	09/20/2022	Answer text from Marcella Hughes	0.08	\$250.00	\$20.83
FG	09/20/2022	Email memo to team asking about difference, if any, between JW Marriott at Union Sq. S.F. and Marriott at Union Sq. S.F.; separate contact lists.	0.17	\$250.00	\$41.67
FG	09/20/2022	Format and cut S.F. Marriott Un. Sq. contact list for my use when calling	0.25	\$250.00	\$62.50
FG	09/20/2022	Calls to AEs	3.58	\$250.00	\$895.83
CJ	09/20/2022	Evaluate all orders re discovery in PAGA action to include in Joint Discovery Plan, annotate and determine how discovery in Class case will be affected	1.50	\$550.00	\$825.00
CJ	09/20/2022	Analyze redlines from OPC to Joint Discovery Plan, draft further redlines, advise AJB and PM, multiple rounds	1.50	\$550.00	\$825.00
CJ	09/20/2022	T/c with OPC, continue revising Joint Discovery Plan and Scheduling Order, finalize Joint Discovery plan and file/ serve	1.00	\$550.00	\$550.00
FG	09/21/2022	Status update to AJ by email	0.17	\$250.00	\$41.67
FG	09/21/2022	Format JW Marriott contact list for my use with calls	0.25	\$250.00	\$62.50
FG	09/21/2022	Pitch Samia Joseph, follow up memo email to AJ	0.50	\$250.00	\$125.00
FG	09/21/2022	Pitch Yuen Lee Lee. She says she was paid for rest break violations which were routine	0.50	\$250.00	\$125.00
FG	09/21/2022	Memo by email to AJ and PM regarding Lee being paid for routine rest break violations. Expert said only 12 paid during relevant time period of matter.	0.17	\$250.00	\$41.67
FG	09/21/2022	Calls to AEs	3.42	\$250.00	\$854.17

CJ	09/21/2022	Eval stip edits, discuss with PM, confirmed with OPC	0.50	\$550.00	\$275.00
CJ	09/21/2022	Determine whether ENE deadlines are applicable and whether filings are required	0.50	\$550.00	\$275.00
FG	09/22/2022	Cut and format Santa Clara contact list for my calls	0.25	\$250.00	\$62.50
FG	09/22/2022	Memo to AJ/PM re mass lay-off/terminations occurring 1/29/21	0.17	\$250.00	\$41.67
FG	09/22/2022	Call w/ Angeline Bangalan	0.25	\$250.00	\$62.50
FG	09/22/2022	Calls to and from and with Jose Bermudez. He is asking for Spanish speaker to explain case to him. Email team to request.	0.17	\$250.00	\$41.67
FG	09/22/2022	Calls to AEs	4.42	\$250.00	\$1,104.17
FG	09/23/2022	Call with Jarrell Booker	0.50	\$250.00	\$125.00
FG	09/23/2022	Email memo regarding Booker claims, response, reply, etc.	0.25	\$250.00	\$62.50
FG	09/23/2022	Call to AEs	2.25	\$250.00	\$562.50
FG	09/23/2022	Begin draft of Booker decl after emails w/ team to identify focus	2.17	\$250.00	\$541.67
FG	09/26/2022	Complete Jarrell Booker draft decl, submit to PM for review	3.75	\$250.00	\$937.50
FG	09/26/2022	Emails w/ PM regarding redline question raised in paragraph 4, rest break locations	0.25	\$250.00	\$62.50
FG	09/26/2022	Calls to and call w/Jarrell Booker to clarify rest break questions	0.25	\$250.00	\$62.50
PM	09/26/2022	Draft response to Def. Separate Statement re MSA	6.00	\$750.00	\$4,500.00
CJ	09/26/2022	Advise PM re discovery requests to Plaintiff and how to address in light of potential Plaintiff dismissal	0.50	\$550.00	\$275.00
FG	09/27/2022	Emails with PM regarding call to J. Booker, and then to provide revisions	0.17	\$250.00	\$41.67
FG	09/27/2022	Revise Booker decl, rest break paragraph based on info from phone call.	0.67	\$250.00	\$166.67
FG	09/27/2022	Submit revised paragraph to Piya for review	0.08	\$250.00	\$20.83
GG	09/27/2022	Communicate with Court re new hearing date for Motion to Remand.	0.20	\$250.00	\$50.00
GG	09/27/2022	Draft discovery shells re P's Responses, for both	2.70	\$250.00	\$675.00

Plaintiffs.					
PM	09/27/2022	Draft separate statement regarding Opp to Def. MSA; review and revise declarant declarations.	3.50	\$750.00	\$2,625.00
FG	09/27/2022	Dispatch Booker decl with required contact info provided	0.17	\$250.00	\$41.67
FG	09/27/2022	Pitch Adullahi Osman for decl	0.50	\$250.00	\$125.00
FG	09/27/2022	Draft Adullahi Osman decl	2.67	\$250.00	\$666.67
FG	09/27/2022	Call with Ana Funes, pitch, plus hear her harassment issue; language problem w/husband translating and/or assisting her on call	0.50	\$250.00	\$125.00
FG	09/27/2022	Call to set-up call on next day to discuss case	0.08	\$250.00	\$20.83
FG	09/27/2022	Calls to AEs	1.42	\$250.00	\$354.17
CJ	09/27/2022	Prepare for and T/c with Plaintiff to discuss discovery	0.50	\$550.00	\$275.00
FG	09/28/2022	Text Adullahi Osman to set-up follow up decl call for more info.	0.08	\$250.00	\$20.83
FG	09/28/2022	Pitch Eduard Tapanan, explain case claims in terms of his current experience as banquet servers. Rest break and donning and doffing possible but he is current. No decl	0.50	\$250.00	\$125.00
FG	09/28/2022	Calls to AEs	2.75	\$250.00	\$687.50
FG	09/28/2022	Emails w/ PM regarding time of reopening of properties post-Covid for banquets and to find out how current the contact list is supposed to be. Many banquet-related AEs laid-off as of 1/29/21 may now be current again.	0.17	\$250.00	\$41.67
CJ	09/28/2022	Continue evaluation of Discovery requests to Plaintiffs	1.00	\$550.00	\$550.00
CJ	09/28/2022	T/c with Plaintiffs to discuss discovery responses	0.50	\$550.00	\$275.00
CJ	09/28/2022	Continue analysis and evaluation of discovery	0.50	\$550.00	\$275.00
FG	09/29/2022	Emails with PM regarding SD Marquis calls and follow up emails after reviewing that contact list	0.33	\$250.00	\$83.33
FG	09/29/2022	Try to contact Adullahi Osmar for details to complete draft decl	0.08	\$250.00	\$20.83
FG	09/29/2022	Cull former AEs from SD Marquis contact list, by hand, for use to call those AEs.	1.75	\$250.00	\$437.50
FG	09/29/2022	Calls to SD Marquis AEs, thru first 5 pages of contact list	3.00	\$250.00	\$750.00

CJ	09/29/2022	Evaluate how to proceed with drafting P's discovery responses to meet deadline, advise PM	0.50	\$550.00	\$275.00
SP	09/30/2022	Reviewed filed. Client communication. update file with facts.	2.40	\$675.00	\$1,620.00
FG	09/30/2022	Pitch Eric Nuno	0.42	\$250.00	\$104.17
FG	09/30/2022	Pitch Rodrigo Gratianne	0.25	\$250.00	\$62.50
FG	09/30/2022	Pitch Yolanda Valadez [not much English]	0.33	\$250.00	\$83.33
FG	09/30/2022	Email memo to team re: Yolanda Valadez request for Spanish explanation of case	0.08	\$250.00	\$20.83
FG	09/30/2022	Emails to team, Sergio, with contact and call info for Valadex	0.25	\$250.00	\$62.50
FG	09/30/2022	Follow-up to Sergio with questions for Valadez re: Grooming, etc.	0.17	\$250.00	\$41.67
FG	09/30/2022	Pitch Rolan Ballesteros	0.42	\$250.00	\$104.17
FG	09/30/2022	Call with Parham Baghdanian, gave him name of case and how to Google complaint for his info	0.17	\$250.00	\$41.67
FG	09/30/2022	Memo to team about Jose Cruz outgoing v/m in all Espangnol so to talk to him we'd need Sergio	0.17	\$250.00	\$41.67
FG	09/30/2022	Call to AEs, continue working Marquis list	3.50	\$250.00	\$875.00
CJ	09/30/2022	Prepare for t/c with Plaintiff Shachno and annotate specific discovery questions to ask P in t/c	1.00	\$550.00	\$550.00
CJ	09/30/2022	Prepare for t/c with Plaintiff Gage and annotate specific discovery questions to ask P in t/c	1.00	\$550.00	\$550.00
CJ	09/30/2022	Conduct t/c with Plaintiff Gage and determine ow to proceed	1.00	\$550.00	\$550.00
CJ	09/30/2022	Conduct t/c with Plaintiff Shacno	1.00	\$550.00	\$550.00
CJ	09/30/2022	Evaluate documents we will produce on behalf of Plaintiff Shacno	1.00	\$550.00	\$550.00
CJ	09/30/2022	Draft discovery responses and objections for P Shachno, advise paralegal re service and documents to serve	2.00	\$550.00	\$1,100.00
CJ	09/30/2022	Revise and evaluate discovery responses and objections for P Gage	1.00	\$550.00	\$550.00
FG	10/03/2022	Draft Yolanda Valadez decl from Sergio call notes.	5.00	\$250.00	\$1,250.00
FG	10/03/2022	Email the questions for Sergio to cover with Yolanda and explanation of red sections of draft	0.33	\$250.00	\$83.33

		decl			
FG	10/03/2022	Submit Valadez decl to Piya for review before submitting to Sergio for wall with declarant to answer questions	0.17	\$250.00	\$41.67
VR	10/03/2022	Draft: draft initial disclosures; review documents; review complaint, court's orders, and case notes; advise PM	3.00	\$750.00	\$2,250.00
PM	10/03/2022	Draft opposition to Def. MSJ; draft supporting documents; legal research re opposition.	6.00	\$750.00	\$4,500.00
CJ	10/03/2022	Prepare for Status Conference in federal court	1.00	\$550.00	\$550.00
CJ	10/03/2022	Appear at Status Conference in federal court	1.00	\$550.00	\$550.00
CJ	10/03/2022	Discuss Scheduling Order and discovery with PM in light of status conference	1.00	\$550.00	\$550.00
FG	10/04/2022	Call w/ Paul Verdin, cook, requested Spanish. Notified Piya. She told me to ask Sergio. I told her that she had to do that. Above my pay grade	0.17	\$250.00	\$41.67
FG	10/04/2022	Emails to and from Piya regarding need for Spanish speaker to call some AEs. she wanted me to ask Sergio, I declined, she needs to ask him.	0.25	\$250.00	\$62.50
FG	10/04/2022	Call with Brittany Mendoza, pitch. She will think it over.	0.50	\$250.00	\$125.00
VR	10/04/2022	Review and Revise: review and revise initial disclosures; finalize; review correspondence between parties and service agreements; advise PM	1.30	\$750.00	\$975.00
FG	10/04/2022	Pitch Ivan Del Muro-Garcia. He is providing a decl	0.50	\$250.00	\$125.00
FG	10/04/2022	Calls to AEs	1.50	\$250.00	\$375.00
FG	10/04/2022	Begin draft of Ivan Del Muro-Garcia decl	3.00	\$250.00	\$750.00
PM	10/04/2022	Draft opposition to Def. MSJ; draft supporting documents; legal research re opposition.	7.00	\$750.00	\$5,250.00
FG	10/05/2022	Draft and complete decl; Ivan Del Muro-Garcia	3.50	\$250.00	\$875.00
FG	10/05/2022	Emails back and forth all day with Sergio/Piya regarding questions to be asked in Spanish of declarant and translation process	0.50	\$250.00	\$125.00
FG	10/05/2022	Call with Ivan Del Muro-Garcia for more details	0.42	\$250.00	\$104.17
PM	10/05/2022	Draft opposition to Def. MSJ	9.00	\$750.00	\$6,750.00
CJ	10/05/2022	Review Magistrate Burkhardt's Chambers Order and evaluate discovery dispute protocol, evaluate	0.50	\$550.00	\$275.00

		timing and communicate to firm for calendaring			
CJ	10/05/2022	Reach out to Plaintiff Gage re 2802 claim and discuss, advise PM re same and determine how to proceed, evaluate tentative deadlines for discovery and how to proceed with Gage's claims	1.00	\$550.00	\$550.00
SP	10/06/2022	Translate declaration into Spanish. Review and revise Declaration. Communication with Declarant. Revise and translate declaration from English to Spanish. Send to Declarant for signature.	6.30	\$675.00	\$4,252.50
FG	10/06/2022	Wait for, receive info from Sergio to complete Valadez decl. Revise decl accordingly, Emails regarding changes in the decl, Spanish translation process, question as to double-time on 7th consecutive day.	3.00	\$250.00	\$750.00
PM	10/06/2022	Draft opposition to Def. MSJ; analyze Def. documents.	10.00	\$750.00	\$7,500.00
SP	10/07/2022	Communication with Declarant. Revised English and Spanish declarations. Assisted in executing declaration. Saved executed declaration to file. Saved word and pdf version of English and Spanish declarations to file. Updated team.	1.40	\$675.00	\$945.00
PM	10/07/2022	Review and revise opposition to Def. MSJ; review/revise finalize supporting documents.	9.50	\$750.00	\$7,125.00
CJ	10/07/2022	Evaluate Diaz settlement documents produced by Defendant	1.00	\$550.00	\$550.00
CJ	10/07/2022	Analyze class periods, released claims, class definition, Gage's position and dates of employment	0.50	\$550.00	\$275.00
CJ	10/10/2022	Prepare for t/c with OPC by evaluating Order re Suppl Joint Discovery Plan, evaluate discovery plan and what will be supplemented	1.00	\$550.00	\$550.00
CJ	10/10/2022	Conduct t/c with OPC and begin drafting Suppl Discovery Plan	1.00	\$550.00	\$550.00
CJ	10/10/2022	Discuss/ advise re discovery and case progression with PM	1.00	\$550.00	\$550.00
FG	10/11/2022	Search contact list to locate incoming phone # and match with "Jennifer" somebody who called me.	0.25	\$250.00	\$62.50
FG	10/11/2022	Call with Jennifer Johnson Boyas	0.25	\$250.00	\$62.50
CJ	10/11/2022	Continue determining next steps in light of discovery stay, advise PM	0.50	\$550.00	\$275.00
CJ	10/11/2022	Evaluate Magistrate's chambers rules and Def's	1.00	\$550.00	\$550.00

		discovery responses, draft correspondence to OPC re same to m&c and determine supplementation			
CJ	10/11/2022	Analyze status of remand and advise paralegal re proposed date	0.50	\$550.00	\$275.00
PM	10/12/2022	Review and revise draft supplemental discovery plan; advise CJ re revisions.	1.00	\$750.00	\$750.00
CJ	10/12/2022	Continue evaluation of Joint Discovery Plan requirements, continue to draft Supplemental Joint Discovery Plan, sent to PM	1.50	\$550.00	\$825.00
CJ	10/12/2022	Evaluate discovery plan revisions, incorporate, sent to OPC for review and feedback	0.50	\$550.00	\$275.00
PM	10/13/2022	Strategize re discovery and class certification in class case; legal research re magistrate judge's discovery-related decisions and advise team re the same.	2.50	\$750.00	\$1,875.00
CJ	10/13/2022	Continue revision of Joint Discovery Plan, and finalize for filing	1.00	\$550.00	\$550.00
CJ	10/13/2022	Research status of SDSC case and review ROA, determine dates vacated	0.50	\$550.00	\$275.00
PM	10/14/2022	Strategize re CMC and scheduling issues in class action; advise CJ re the same.	1.50	\$750.00	\$1,125.00
CJ	10/14/2022	Review and revise protective order sent from OPC	1.00	\$550.00	\$550.00
CJ	10/14/2022	advise PM re protective order, revise re same, and sent from OPC	0.50	\$550.00	\$275.00
CJ	10/14/2022	Prepare for Continued Status Conference	1.00	\$550.00	\$550.00
CJ	10/14/2022	Appear at Continued Status Conference, memorialize outcome to firm and determine next steps	1.00	\$550.00	\$550.00
PM	10/17/2022	Review Def. filings in federal class action re motion for remand; review and analyze court's orders re scheduling and discovery.	1.00	\$750.00	\$750.00
CJ	10/19/2022	Advise POM re case status and discovery still needed from OPC in light of discovery on behalf of P Shachno	0.50	\$550.00	\$275.00
CJ	10/19/2022	Evaluate revised scheduling order and what discovery is produced in PAGA action	1.00	\$550.00	\$550.00
CJ	10/19/2022	Analyze all discovery requiring supplementation and draft meet and confer letter to OPC	1.50	\$550.00	\$825.00
VR	10/19/2022	Review and Analyze: review stipulation re briefing	0.60	\$750.00	\$450.00

		schedule; review local rules and court's orders; advise PM			
CJ	10/20/2022	Prepare for m&c call with opc by review of all discovery responses from P and Def	1.50	\$550.00	\$825.00
CJ	10/20/2022	T/c with OPC to meet and confer, evaluate Def's M&C letter, annotate	1.00	\$550.00	\$550.00
VR	10/20/2022	Review and Analyze: review court's tentative ruling to MSJ; advise PM	0.60	\$750.00	\$450.00
CJ	10/21/2022	Continue review of letter from OPC re P's discovery responses, determine what will be supplemented	1.00	\$550.00	\$550.00
CJ	10/24/2022	Prepare for another meet and confer call with OPC	1.00	\$550.00	\$550.00
CJ	10/24/2022	conduct meet and confer call with OPC and call voicemail of Magistrate re outcome of MSJ in PAGA action	1.00	\$550.00	\$550.00
PM	10/24/2022	Review Def. opposition to Motion for Remand; Draft/review/revise reply; legal research re reply.	10.00	\$750.00	\$7,500.00
CJ	10/26/2022	Evaluate correspondence from OPC re lodging a statement with the Court, discuss dispute with PM and review discovery we need from OPC	1.00	\$550.00	\$550.00
CJ	10/27/2022	Continue review and analysis of discovery dispute, craft email based on PM guidance and sent to OPC	0.50	\$550.00	\$275.00
PM	10/28/2022	Strategize re federal action case management, litigation and discovery.	1.50	\$750.00	\$1,125.00
FG	10/28/2022	Locate contact info and call Eduard Tarapan	0.17	\$250.00	\$41.67
FG	10/28/2022	Call with Myriam Balderas	0.42	\$250.00	\$104.17
FG	10/28/2022	Memo to team regarding Balderas call	0.17	\$250.00	\$41.67
FG	10/28/2022	Text Balderas and email Piya regarding possibility of decl and what declarant could attest to.	0.25	\$250.00	\$62.50
FG	10/28/2022	Restart Marriott calls	2.67	\$250.00	\$666.67
CJ	10/28/2022	Review responses to P's RFP from Def, evaluate policies sought and records sought via correspondence interoffice, correspond with OPC re same	0.50	\$550.00	\$275.00
CJ	10/28/2022	Evaluate positions raised by Defendant and nature of dispute re discovery that remains in preparation for drafting Joint Statement to Court	1.00	\$550.00	\$550.00
PM	10/31/2022	Draft ENE Statement; review and revise joint	4.50	\$750.00	\$3,375.00

		discovery statement and advise CJ re the same.			
CJ	10/31/2022	Evaluate Plaintiff's objections and responses to Defendant's RFP and SP Rog in preparation for defending same in Joint Discovery Statement to Court	1.00	\$550.00	\$550.00
CJ	10/31/2022	Continue analysis of Defendant's meet and confer correspondences re Plaintiff's objections and responses to Defendant's RFP and SP Rog in preparation for defending same in Joint Discovery Statement to Court	1.00	\$550.00	\$550.00
CJ	10/31/2022	Draft Joint Discovery Statement incorporation, evaluate Chambers Rules re same	1.50	\$550.00	\$825.00
CJ	10/31/2022	Revise Joint Discovery Statement	1.00	\$550.00	\$550.00
CJ	10/31/2022	Advise interoffice to PM re discovery issues	0.50	\$550.00	\$275.00
FG	11/01/2022	Call with Michelle Cox	0.42	\$250.00	\$104.17
FG	11/01/2022	Memo to Piya regarding inability of AEs to attest to knowing of policy prohibiting leaving premises during rest breaks.	0.17	\$250.00	\$41.67
FG	11/01/2022	Calls to AEs [trying to get decl(s) for motion due Friday to fight PAGA dismissal]	3.17	\$250.00	\$791.67
CJ	11/01/2022	Determine what is next required from Plaintiff and Def re discovery dispute, review chambers rules, confer with OPC and leave VM on magistrate's voicemail re same	0.50	\$550.00	\$275.00
FG	11/02/2022	Call with Nicholas Scotese [decl]	0.50	\$250.00	\$125.00
FG	11/02/2022	Draft Scotese decl	1.58	\$250.00	\$395.83
FG	11/02/2022	Submit Scotese decl, dispatch, advise Scotese by text	0.25	\$250.00	\$62.50
FG	11/02/2022	Calls to Marquis AEs	0.75	\$250.00	\$187.50
PM	11/02/2022	Review draft aggrieved employee declaration.	0.50	\$750.00	\$375.00
CJ	11/02/2022	Review discovery issues with Def, evaluate OPC email re supplementation, draft correspondence to OPC re discovery dispute, review magistrate's procedures re discovery disputes	1.00	\$550.00	\$550.00
PM	11/03/2022	Draft opposition to Def. MTS PAGA; legal research re the same; analyze Def. motion and strategize.	8.00	\$750.00	\$6,000.00
FG	11/03/2022	Pitch Isabel Rodriguez	0.50	\$250.00	\$125.00
FG	11/03/2022	Pitch Diana Moreno	0.33	\$250.00	\$83.33

FG	11/03/2022	Calls to Shadrack Omondi	0.17	\$250.00	\$41.67
FG	11/03/2022	Calls to CMs	2.00	\$250.00	\$500.00
CJ	11/03/2022	Review all correspondence to date re defendant's deficient discovery responses and what remains in dispute, what has been supplemented and will be supplemented versus what will not for purposes of drafting Joint Discovery Statement to Court, begin drafting Joint Discovery Statement	1.50	\$550.00	\$825.00
CJ	11/03/2022	Continue drafting Joint Discovery Statement, revise	1.50	\$550.00	\$825.00
VR	11/04/2022	Review and Revise: review and revise opp to motion to strike; advise PM	1.20	\$750.00	\$900.00
PM	11/04/2022	Draft/review/revise opposition to Def. MTS PAGA claims.	6.00	\$750.00	\$4,500.00
CJ	11/04/2022	Review procedure for lodging Joint Statement with the Court, review next steps and procedure for meeting with Court	0.50	\$550.00	\$275.00
FG	11/07/2022	Call w/ Maria Hernandez	0.42	\$250.00	\$104.17
FG	11/07/2022	Call w/ Luz Zapata	0.33	\$250.00	\$83.33
FG	11/07/2022	Call w/ Dominick Aquirre	0.42	\$250.00	\$104.17
FG	11/07/2022	Call w/ Lisa Bill	0.50	\$250.00	\$125.00
FG	11/07/2022	Calls to CMs	3.33	\$250.00	\$833.33
CJ	11/07/2022	Correspond with OPC re Joint Statements, evaluate edits and incorps provided by OPC to Statement	1.00	\$550.00	\$550.00
CJ	11/07/2022	Discuss edits to Statement with PM, revise Statement, continue to correspond with OPC re Joint Statement	1.50	\$550.00	\$825.00
CJ	11/07/2022	Final review of Joint Discovery Statement, finalize and lodge with Court	0.75	\$550.00	\$412.50
PM	11/08/2022	Review status of class action and PAGA action; strategize regarding actions and discovery.	1.00	\$750.00	\$750.00
CJ	11/08/2022	Prep for call with magistrate and call	0.50	\$550.00	\$275.00
CJ	11/08/2022	Review Motion to dismiss plaintiff Gage, revise per PM, call J. Gage	0.50	\$550.00	\$275.00
CJ	11/09/2022	follow up with P Gage, advise PM and NDB, review all docs from Gage and draft correspondence re dismissal	1.00	\$550.00	\$550.00
CJ	11/11/2022	Incorporate redlines per PM to Joint Request to	0.50	\$550.00	\$275.00

Dismiss P Gage					
FG	11/14/2022	Call w/ Maria Zooby Aquino	0.50	\$250.00	\$125.00
FG	11/14/2022	Memo to team about franchises of Marriott no paying sick pay w/factor for tip wages as corp locations {Spectrum} does/did.	0.17	\$250.00	\$41.67
FG	11/14/2022	Calls to CMs	2.50	\$250.00	\$625.00
FG	11/15/2022	Memo to team regarding tip retention, disbursement, and failure to include tip wages in sick-pay.	0.42	\$250.00	\$104.17
CJ	11/17/2022	Evaluate order from Magistrate re discovery, review discovery in dispute, and analyze Def's Jt Discovery Statement in prep for t/c with Magistrate	1.00	\$550.00	\$550.00
CJ	11/17/2022	Review and revise P's exhibit and make redactions	1.00	\$550.00	\$550.00
CJ	11/17/2022	Research chambers rules, standing order from district judge and notice of motion for remand in prep for determining timing and need for discovery, Evaluate Joint Discovery statement, and redacted exhibit, draft email to chambers re discovery dispute and renewed need for t/c with magistrate	1.00	\$550.00	\$550.00
CJ	11/18/2022	Advise PM re discovery dispute, revise letter to chambers	0.50	\$550.00	\$275.00
PM	11/22/2022	Review status of discovery in federal action; strategize re class cert discovery; legal research re class cert issues.	2.00	\$750.00	\$1,500.00
VR	11/28/2022	court appearance at IDC; review IDC statement and status of discovery; advise CJ and PM	2.50	\$750.00	\$1,875.00
VR	11/28/2022	Review and Analyze: review mediation brief; review documents; review complaint and case notes; prep new discovery	1.30	\$750.00	\$975.00
CJ	11/28/2022	Evaluate all discovery in dispute in preparation for IDC with Magistrate - review PI positions re discovery	1.50	\$550.00	\$825.00
CJ	11/28/2022	Appear at IDC	1.50	\$550.00	\$825.00
CJ	11/28/2022	Post IDC, advise VR re case and argument	0.50	\$550.00	\$275.00
CJ	11/28/2022	Memorialize IDC outcome to firm and ensure hand off to VR re discovery in dispute is memorialized such that transition is smooth	0.50	\$550.00	\$275.00
VR	11/29/2022	Draft: draft written discovery requests; review prior discovery requests; review case notes;	2.00	\$750.00	\$1,500.00

		review and revise			
FG	11/29/2022	Text Lisa Bill to reach out regarding possible decl	0.17	\$250.00	\$41.67
FG	11/29/2022	Call to CMs from Irvine Spectrum	2.00	\$250.00	\$500.00
FG	11/29/2022	Prep decl questions for phone call w/Lisa Bill	0.50	\$250.00	\$125.00
FG	11/29/2022	Receive/respond to text from Lisa Bill re time of call	0.08	\$250.00	\$20.83
FG	11/29/2022	Call w/ Lisa Bill	0.33	\$250.00	\$83.33
FG	11/29/2022	Begin draft of Lisa Bill decl	2.75	\$250.00	\$687.50
CJ	11/29/2022	Review discovery propounded to date in class case (and needed) with respect to invoices and Diaz settlement, determine class case discovery timeline, annotate in prep for hand off to VR	1.00	\$550.00	\$550.00
RE	11/30/2022	Review declaration draft of Lisa Bill; email dec draft to declarant; confer w RG re meal break section in dec draft	0.40	\$675.00	\$270.00
FG	11/30/2022	Complete draft of Lisa Bill decl, submit for review	4.00	\$250.00	\$1,000.00
FG	11/30/2022	emails with AJB to resolve question of radios issued by Defendant that could mitigate cell phone claim	0.50	\$250.00	\$125.00
FG	11/30/2022	Txts with Lisa Bill regarding radios.	0.25	\$250.00	\$62.50
FG	11/30/2022	Dispatch email to Rico	0.17	\$250.00	\$41.67
FG	11/30/2022	receive email from Rico/Nick from Lisa Bill regarding meal period liberty to leave.	0.25	\$250.00	\$62.50
FG	12/01/2022	Email Lisa Bill to explain what decl actually says about meal period liberty to leave premises as opposed to her misunderstanding. Copy Rico/ Nick	0.25	\$250.00	\$62.50
FG	12/01/2022	Pitch Saydy Torres	0.42	\$250.00	\$104.17
FG	12/01/2022	Memo to AJ/PM regarding work shoe replacement for employees whose working conditions are wet/dirty/sticky, such as bartenders, cooks.	0.17	\$250.00	\$41.67
FG	12/01/2022	Pitch Kale Nelson, former maid, considering decl	0.50	\$250.00	\$125.00
FG	12/01/2022	Memo to team regarding info about maids and how they are routinely unable to receive rest breaks because of work load; some rooms require more than allotted time to clean due to guests trashing and defiling those room.	0.50	\$250.00	\$125.00
FG	12/01/2022	Calls to Spectrum Irvine CMs	3.83	\$250.00	\$958.33

VR	12/01/2022	Review and Revise: review and revise class discovery; finalize and serve	0.60	\$750.00	\$450.00
CJ	12/01/2022	T/C with VR re remand motion	0.50	\$550.00	\$275.00
CJ	12/01/2022	Review remand motion	1.00	\$550.00	\$550.00
CJ	12/01/2022	Review Reply ISO remand motion, research Prime and Evans Hotels cases	1.50	\$550.00	\$825.00
CJ	12/01/2022	Annotate opp args, evaluate complaint and specific allegations	1.00	\$550.00	\$550.00
CJ	12/01/2022	Travel to and appear at hearing for Motion for Remand, Memorialize outcome to firm	1.50	\$550.00	\$825.00
VR	12/02/2022	court appearance at CMC; prep; follow up	0.80	\$750.00	\$600.00
CJ	12/02/2022	Prepare for and appear at Status Conference, memorialize to firm	1.25	\$550.00	\$687.50
CJ	12/02/2022	Confirm with OPC class discovery is open and responses forthcoming	0.25	\$550.00	\$137.50
FG	12/02/2022	Text and email Lisa Bill to complete decl process, explain Paragraph 5	0.17	\$250.00	\$41.67
FG	12/02/2022	Pitch Julia Marroquin	0.50	\$250.00	\$125.00
FG	12/02/2022	Calls to CMs, continuing Spectrum Irvine property	4.00	\$250.00	\$1,000.00
PM	12/05/2022	Review Def. responses to discovery and strategize; draft meet and confer correspondence.	1.00	\$750.00	\$750.00
CJ	12/05/2022	Advise PM and VR re status of case	1.00	\$550.00	\$550.00
CJ	12/05/2022	Eval BW notice, outstanding discovery, advise PM and VR	0.50	\$550.00	\$275.00
CJ	12/05/2022	Draft Set 3 Sp Rogs, advise PM, finalize, sent to GG to serve	0.75	\$550.00	\$412.50
FG	12/05/2022	Emails w/ Rico to determine if Lisa Bill decl was returned and, if not, what to say in note to her. Receive email from Rico advising that the decl did come in.	0.25	\$250.00	\$62.50
FG	12/05/2022	Call w/ Gabriel Magallon Ramirez, he was at work, made plan to speak to him at greater length on Tuesday.	0.17	\$250.00	\$41.67
FG	12/05/2022	Pitch Olivia Hill, no issues as coordinator working with clients to book events and working with facilities employees to coordinate events. No uniform, no rest break issue.	0.42	\$250.00	\$104.17
FG	12/05/2022	Pitch Anthony Vasquez. He had all issues except he drove to liquor store during some rest breaks	0.50	\$250.00	\$125.00

		so, no decl			
FG	12/05/2022	Email Piya and AJ regarding Anthony Vasquez's ability to leave premises during rest breaks w/o repercussions.	0.17	\$250.00	\$41.67
FG	12/05/2022	Calls to CMs, Spectrum Irvine list	3.83	\$250.00	\$958.33
FG	12/06/2022	Pitch Jeremiah Arabaca, he will think about decl	0.50	\$250.00	\$125.00
FG	12/06/2022	Try to reach Gabriel Magallon for follow-up promised call. No contact, no response to v/ms	0.17	\$250.00	\$41.67
FG	12/06/2022	Explain claims to Louren King. Out.	0.25	\$250.00	\$62.50
FG	12/06/2022	Call w/ Lindsey Devaney. She did not have rest break issue.	0.17	\$250.00	\$41.67
FG	12/06/2022	Call with Alpee Herion. He wanted to hear to the whole case but he said he is sort of still employed by Marriott. He did not elaborate but is doubtful about providing a decl.	0.50	\$250.00	\$125.00
FG	12/06/2022	Complete calls to all terminated employees from Irvine Spectrum property. Move on to Oakland City Center property by cutting contact list for my use with calls.	3.58	\$250.00	\$895.83
FG	12/07/2022	Call with Carlo Dungo, out	0.25	\$250.00	\$62.50
FG	12/07/2022	Call w/ Donna Kalowski, busy at work, call back Thursday	0.08	\$250.00	\$20.83
FG	12/07/2022	Pitch Diana Grate, retired maid. She got full story and I answered her questions and she will consider providing a decl.	0.50	\$250.00	\$125.00
FG	12/07/2022	Begin and continue calls to Oakland City Center former employees.	4.33	\$250.00	\$1,083.33
FG	12/08/2022	Pitch Michelle Williams	0.50	\$250.00	\$125.00
FG	12/08/2022	Emails back and forth w/Piya regard possible Williams decl w/o cell claim and other issues with rest break claim. Piya informs of recent decision that works in our favor re: absence of specific language in written policy	0.50	\$250.00	\$125.00
FG	12/08/2022	Follow-up call with Michelle Williams re decl	0.33	\$250.00	\$83.33
PM	12/08/2022	Advise VR and ND re dismissal of Gage and related matters; review correspondences with defense counsel and client.	1.00	\$750.00	\$750.00
VR	12/08/2022	Receipt and Review of Correspondence: review correspondence between parties; review case notes; review court's orders and docket; review stipulations between parties; advise PM and NDB	1.30	\$750.00	\$975.00

FG	12/09/2022	Draft Michelle Williams decl, submit for approval, submit for dispatch.	3.00	\$250.00	\$750.00
VR	12/12/2022	Receipt and Review of Correspondence: review correspondence between parties; review discovery and documents	0.50	\$750.00	\$375.00
VR	12/15/2022	telephone conference with Defendant regarding outstanding discovery; review discovery and correspondence between parties; legal research re PAGA vs class claims; advise PM	2.20	\$750.00	\$1,650.00
VR	12/21/2022	telephone conference with Defendant re discovery, motion practice and schedule; review calendar; review discovery; advise PM	1.80	\$750.00	\$1,350.00
VR	12/21/2022	Review and Analyze: review court's orders, local rules, and chambers rules; review discovery and correspondence between parties; draft joint discovery statement	1.90	\$750.00	\$1,425.00
VR	12/22/2022	Draft: draft joint discovery statement; legal research re primary right and PAGA vs. class cases; advise PM	3.50	\$750.00	\$2,625.00
VR	12/30/2022	Review and Revise: review and revise joint discovery statement; review chambers rules and procedures; joint call to chambers; advise PM	1.50	\$750.00	\$1,125.00
PM	01/02/2023	Strategize re petition for coordination.	1.00	\$750.00	\$750.00
VR	01/04/2023	Draft: draft supplemental responses; review documents; correspondence to plaintiff; review depo transcript	4.50	\$750.00	\$3,375.00
PM	01/04/2023	Strategize re upcoming IDC; advise VR re the same; review and analyze Def. documents and legal and factual issues.	2.50	\$750.00	\$1,875.00
GG	01/04/2023	Draft Notice of Appearance for Tori, file and serve.	0.60	\$250.00	\$150.00
VR	01/05/2023	court appearance at IDC; prep; follow up	4.00	\$750.00	\$3,000.00
VR	01/06/2023	court appearance at motion for remand hearing and scheduling conference; prep; follow up	6.00	\$750.00	\$4,500.00
PM	01/06/2023	Review Def. expert disclosure; review discovery needed for PAGA trial.	2.50	\$750.00	\$1,875.00
VR	01/06/2023	Draft: draft motion to compel discovery; review case law; advise PM	2.00	\$750.00	\$1,500.00
VR	01/09/2023	Review and Analyze: research re issue preclusion; review documents re gratuity payments and distributions; advise PM	1.00	\$750.00	\$750.00
VR	01/10/2023	Draft: draft motion to compel; legal research	2.80	\$750.00	\$2,100.00

regarding collateral estoppel; advise PM and JH					
GG	01/11/2023	Draft petition for coordination	3.60	\$250.00	\$900.00
VR	01/11/2023	Draft: draft motion to compel; legal research regarding collateral estoppel and PAGA and class cases; advise PM	3.80	\$750.00	\$2,850.00
PM	01/11/2023	Strategize re upcoming deadlines and management of related actions; advise team re the same; review Def document and strategize re legal and factual claims.	3.00	\$750.00	\$2,250.00
PM	01/12/2023	Review and revise petition for coordination.	1.00	\$750.00	\$750.00
VR	01/16/2023	Review and Revise: review and revise petition for coordination; review correspondence between parties; review complaints and dockets; advise PM	3.60	\$750.00	\$2,700.00
VR	01/18/2023	Draft: draft discovery responses to PAGA and class discovery; review transcript of deposition; review documents and wage statements	4.60	\$750.00	\$3,450.00
VR	01/18/2023	telephone conference with plaintiff; prepare questions for plaintiff; review responses	1.10	\$750.00	\$825.00
VR	01/18/2023	Review and Revise: review and revise petition for coordination; review exhibits; finalize petition	0.50	\$750.00	\$375.00
PM	01/20/2023	Review notices re petition for coordination; strategize re petition for coordination and case management.	1.00	\$750.00	\$750.00
PM	01/23/2023	Strategize re trial and petition for coordination.	0.50	\$750.00	\$375.00
VR	01/24/2023	meet and confer with Defendant re discovery; review discovery and promises re supplementation; advise PM	1.00	\$750.00	\$750.00
PM	01/24/2023	Review legal claims for trial; consult with possible trial attorney regarding association in case to handle trial. Review Def. counsel correspondence regarding trial plan and analyze/strategize and respond.	3.50	\$750.00	\$2,625.00
PM	01/25/2023	Review and revise petition for coordination and supporting documents; advise team re service list and notification to LWDA.	1.50	\$750.00	\$1,125.00
PM	01/26/2023	Review Def. discovery responses and documents; advise team re the same; strategize re discovery responses.	2.50	\$750.00	\$1,875.00
PM	01/30/2023	Prepare for and appear for Def. ex parte regarding trial plan order; strategize re trial discovery and litigation issues; draft JPA.	2.00	\$750.00	\$1,500.00

VR	01/31/2023	review deposition notice from Defendant; prepare objections	0.50	\$750.00	\$375.00
VR	02/01/2023	Draft: draft reply in support of motion to compel; review case history and correspondence between the parties; review defendant's opposition; review production of discovery	3.00	\$750.00	\$2,250.00
VR	02/01/2023	Draft: draft objections to deposition notice of expert; review document requests; finalize and serve	1.70	\$750.00	\$1,275.00
VR	02/02/2023	Draft: draft declaration in support of reply; review and revise reply in support of motion to compel; finalize; advise PM	1.60	\$750.00	\$1,200.00
VR	02/03/2023	Review and Analyze: review documents produced by Defendant; compare data between documents and calculate gratuity payments; draft discovery based on documents; review motion to compel and status; advise AJB	3.00	\$750.00	\$2,250.00
VR	02/03/2023	Receipt and Review of Correspondence: review correspondence from def and court's orders; review discovery and initial disclosures; draft correspondence to def	0.90	\$750.00	\$675.00
VR	02/06/2023	Review and Analyze: review and analyze court's orders re discovery and initial disclosures; review plaintiff's initial disclosures and calculations of damages; advise PM	1.50	\$750.00	\$1,125.00
PM	02/06/2023	Review discovery dispute regarding initial disclosures in federal case; analyze and advise VR re the same; review outstanding discovery issues in PAGA action.	2.50	\$750.00	\$1,875.00
PM	02/07/2023	Strategize re PAGA pre-trial dates and deadlines; advise VR re the same and next steps in pre-trial planning; review outstanding discovery issues in PAGA action and analyze.	3.50	\$750.00	\$2,625.00
VR	02/07/2023	Review and Analyze: review and analyze def's discovery responses; review status of discovery and timeline; review court's orders and deadlines	2.60	\$750.00	\$1,950.00
VR	02/07/2023	Review and Revise: review and revise stipulation re discovery; review status of petition for coordination	1.80	\$750.00	\$1,350.00
VR	02/07/2023	Draft: draft ex parte re motion and discovery cut-off	1.80	\$750.00	\$1,350.00
PM	02/08/2023	Review and analyze Def. responses to discovery in class action and draft and circulate internal memo re the same; advise team re pre-trial deadlines and strategy in PAGA action.	5.00	\$750.00	\$3,750.00

VR	02/08/2023	Draft: draft ex parte to vacate motion and discovery cut off; correspondence to def; advise PM	5.20	\$750.00	\$3,900.00
VR	02/09/2023	Correspondence with Opposing Counsel: correspondence to Def re discovery and PMK; review discovery status; review and revise stipulation re discovery; advise PM	2.10	\$750.00	\$1,575.00
VR	02/10/2023	Review and Revise: review and revise stipulation re motion and discovery deadline; advise PM	2.60	\$750.00	\$1,950.00
PM	02/10/2023	Draft JPA and correspond with co-counsel.	0.50	\$750.00	\$375.00
PM	02/10/2023	Legal research re service charge issue and O'Grady.	2.00	\$750.00	\$1,500.00
VR	02/13/2023	Review and Analyze: review motion and discovery cut off timeline; review calendar; review local rules; draft ex parte	2.40	\$750.00	\$1,800.00
PM	02/13/2023	Review stipulation to continue certain trial dates in PAGA action and analyze and strategize; advise VR re the same; review discovery and expert analysis needed for trial and strategize re the same.	2.50	\$750.00	\$1,875.00
PM	02/14/2023	Review court orders; correspond with defense counsel; strategize re Def. email regarding trial plan.	1.00	\$750.00	\$750.00
VR	02/15/2023	court appearance at IDC; prep; follow up; review documents produced by Def; advise AJB and PM	4.60	\$750.00	\$3,450.00
PM	02/15/2023	Review and analyze Def. documents; advise VR and AJB; strategize re gratuity claim.	6.00	\$750.00	\$4,500.00
VR	02/15/2023	Review and Analyze: review and analyze document production; correspondence to expert; advise PM	0.90	\$750.00	\$675.00
PM	02/15/2023	Draft correspondence to Def. regarding trial plan submission dispute; review Def. correspondence and analyze and strategize.	0.50	\$750.00	\$375.00
VR	02/16/2023	Correspondence with Opposing Counsel: correspondence re discovery; review discovery; review status of stipulation re PAGA action; advise AJB	1.60	\$750.00	\$1,200.00
VR	02/17/2023	Correspondence with Opposing Counsel: review court's order and defendant's ex parte re trial plan; advise PM and AJB	1.70	\$750.00	\$1,275.00
VR	02/17/2023	Receipt and Review of Correspondence: review correspondence from defendant; review court's orders and defendant's ex parte; advise PM and AJB	1.10	\$750.00	\$825.00

VR	02/20/2023	telephone conference with Defendant regarding discovery; review discovery and documents; review correspondence; draft correspondence to Defendant; advise PM	3.40	\$750.00	\$2,550.00
PM	02/20/2023	Review and analyze Def. documents; strategize re expert analysis and trial plan.	3.00	\$750.00	\$2,250.00
PM	02/21/2023	Strategize re trial plan; review filings regarding coordination petition and check to ensure all filings and notices have been served.	2.50	\$750.00	\$1,875.00
VR	02/22/2023	Review and Analyze: review documents produced by Defendant; review expert analysis and requirements; review case law re gratuity and calculations; advise PM; correspondence to Def	1.60	\$750.00	\$1,200.00
PM	02/22/2023	Strategize regarding outstanding discovery disputes and additional discovery needed	3.00	\$750.00	\$2,250.00
PM	02/23/2023	Review and analyze Def. documents and analyze PMK deposition transcript; draft and finalize additional discovery requests for service; review related action docket and class certification brief/ order and analyze and strategize re the same.	6.00	\$750.00	\$4,500.00
VR	02/24/2023	Correspondence with Opposing Counsel: correspondence with Defendant regarding discovery and 30(b)(6); legal research regarding number of interrogatories permitted; advise PM	2.60	\$750.00	\$1,950.00
PM	02/24/2023	Review and analyze Def. documents to prepare trial plan.	2.50	\$750.00	\$1,875.00
VR	02/27/2023	Correspondence with Opposing Counsel: correspondence to Defendant re discovery and outstanding dispute; review discovery and correspondence	0.50	\$750.00	\$375.00
PM	02/27/2023	Review and analyze Def. documents regarding draft trial plan; review docket and advise team re the same.	1.00	\$750.00	\$750.00
PM	02/28/2023	Review and analyze addition document production from Defendant; strategize re upcoming deadlines and filings.	2.00	\$750.00	\$1,500.00
VR	03/01/2023	conference with Defendant re document production; voicemail to court regarding discovery dispute; review document production; review court's order re discovery dispute and standing order; advise PM	1.50	\$750.00	\$1,125.00
VR	03/02/2023	Draft: draft plaintiff's portion of joint discovery statement; legal research regarding gratuity; legal research regarding PAGA vs class cases; correspondence to Def	4.60	\$750.00	\$3,450.00

PM	03/06/2023	Review and analyze responses to Petition for Coordination	0.50	\$750.00	\$375.00
PM	03/07/2023	Advise VR re outstanding discovery dispute and upcoming discovery hearing; advise VR re status of action; strategize re petition for coordination.	1.50	\$750.00	\$1,125.00
VR	03/07/2023	Draft: draft plaintiff's portion of a joint discovery statement; review discovery responses; review correspondence between the parties; review the court's orders; advise PM	3.50	\$750.00	\$2,625.00
VR	03/07/2023	court appearance at IDC; review discovery and discovery statement; review documents; advise PM	2.20	\$750.00	\$1,650.00
PM	03/08/2023	Review and analyze Def. opposition to petition for coordination; strategize regarding reply; legal research re reply; draft reply re petition for coordination.	6.50	\$750.00	\$4,875.00
PM	03/09/2023	Review and revise reply re petition for coordination.	1.00	\$750.00	\$750.00
PM	03/10/2023	Finalize Reply re petition for coordination; draft supporting documents and finalize.	1.50	\$750.00	\$1,125.00
PM	03/14/2023	Review status of discovery and status of scheduling PMK deposition.	0.50	\$750.00	\$375.00
VR	03/16/2023	Review and Revise: review and revise joint discovery statement; review court's orders; conference with defendant; correspondence to def; advise PM	1.80	\$750.00	\$1,350.00
PM	03/16/2023	Review tentative ruling re petition for coordination; analyze and strategize re the same; advise co-counsel.	1.00	\$750.00	\$750.00
VR	03/17/2023	Correspondence with Opposing Counsel: correspondence to Def re discovery and PMK; review status of discovery; review chambers rules; advise PM and AJB	1.20	\$750.00	\$900.00
PM	03/17/2023	Prepare for hearing on petition for coordination; appear for and argue re petition for coordination; strategize re the same; Review and analyze Def. correspondence re discovery issue.	2.50	\$750.00	\$1,875.00
VR	03/20/2023	Review and Analyze: review defendant's responses to discovery; review court's orders and local rules; advise AJB and PM	0.50	\$750.00	\$375.00
PM	03/20/2023	Begin trial-related preparations; review and analyze Def. documents and organize.	3.50	\$750.00	\$2,625.00
VR	03/21/2023	conference of counsel re discovery and PMK; review discovery; legal research re Rule 11	1.50	\$750.00	\$1,125.00

		motions; advise PM			
PM	03/23/2023	Legal research re trial plan.	2.50	\$750.00	\$1,875.00
PM	03/24/2023	Legal research re claims and trial plan.	1.50	\$750.00	\$1,125.00
PM	03/27/2023	Telephonic conference with co-counsel; strategize re trial plan.	2.50	\$750.00	\$1,875.00
VR	03/28/2023	Review and Analyze: review defendant's responses to discovery; advise PM	2.40	\$750.00	\$1,800.00
FG	04/03/2023	Email work status to AJ, with note that PM wants more Marriott decls per Class Cert	0.25	\$250.00	\$62.50
VR	04/03/2023	Review and Analyze: review and analyze document production; advise CJ and PM	1.50	\$750.00	\$1,125.00
VR	04/04/2023	Draft: draft Plaintiff's portion of joint statement re discovery; legal research re discovery and conforming pleadings to proof; advise PM	3.80	\$750.00	\$2,850.00
VR	04/04/2023	court appearance at IDC; prep; follow up	3.20	\$750.00	\$2,400.00
FG	04/04/2023	Emails with PM and AJ regarding decl focus, tip split issue, and focus on servers for that reason.	0.25	\$250.00	\$62.50
FG	04/04/2023	Cut recent contact list for new round of calls	0.42	\$250.00	\$104.17
FG	04/04/2023	Call with Tanya Soloranzo, She is current and was originally surprised that anyone would have an issue w/ Marriott. As she began to understand the basis of the claims she became interested. Doubt she'll provide a decl but she did confirm the claims.	0.50	\$250.00	\$125.00
FG	04/04/2023	Email PM and AJ regarding info from Soloranzo call.	0.17	\$250.00	\$41.67
FG	04/04/2023	Further emails w/ PM responding to her questions about Soloranzo	0.17	\$250.00	\$41.67
FG	04/04/2023	Ferret thru contact list to find Servers, Bartenders, Banquets attendants to call. Calls to CMs who meet those pre-requisite emp. details.	3.00	\$250.00	\$750.00
VR	04/05/2023	Review and Revise: review and revise plaintiff's portion of joint statement re discovery; correspondence to Def	1.20	\$750.00	\$900.00
VR	04/05/2023	Review and Revise: review and revise joint discovery statements; correspondence to Def; meet and confer and telephone call to court; advise PM	2.50	\$750.00	\$1,875.00
FG	04/06/2023	Memo email to team regarding Service Fee calc, division, distribution	0.25	\$250.00	\$62.50

FG	04/06/2023	Call to SD Marriott Marquis Marina to inquire about banquet service fees that are not divulged on their website. After prolonged wait for that info, the rep said Weddings & Banquets Dept. either did not have that info or could not be reached to get that info, either way, it was BS	0.33	\$250.00	\$83.33
FG	04/06/2023	Calls to server/banquet/bar CMs in search of new declarant covering service fee split	5.00	\$250.00	\$1,250.00
VR	04/10/2023	Review and Analyze: review San Francisco court's order re gratuity; legal research re gratuity and rule 11 motion; advise PM	1.60	\$750.00	\$1,200.00
FG	04/10/2023	Email team to confirm agreement on claims, to include service fee split	0.17	\$250.00	\$41.67
FG	04/10/2023	Calls to CMs for decl pre-Class Cert filing	3.17	\$250.00	\$791.67
FG	04/11/2023	Call w/ David Corpuz	0.50	\$250.00	\$125.00
FG	04/11/2023	Follow-up email w/ team regarding call with David Corpuz and his 30+ years on the job and no awareness of service fee split that goes to house	0.33	\$250.00	\$83.33
FG	04/11/2023	Calls to CMs in search of decls.	3.50	\$250.00	\$875.00
VR	04/12/2023	telephone meet and confer with Def re discovery; review discovery; review rule 11 motion; correspondence to Def	1.50	\$750.00	\$1,125.00
VR	04/13/2023	telephone meet and confer with Def re trial plan and CMC; meet and confer re mediation; advise PM and AJB	1.90	\$750.00	\$1,425.00
VR	04/14/2023	court appearance at CMC; prepare; follow up	1.10	\$750.00	\$825.00
VR	04/17/2023	Review and Revise: review and revise stipulation re stay and proposed order; review discovery dispute; confer with opposing counsel; voicemail to court	2.00	\$750.00	\$1,500.00
FG	04/17/2023	Return calls to Bernard Bohannon	0.17	\$250.00	\$41.67
FG	04/17/2023	Call to Tanya Soloranzo for info on service fee split	0.08	\$250.00	\$20.83
FG	04/17/2023	Calls w/ NBB and searches thru case file for requested info including; event contracts, service fee split analysis, and discussion surrounding the variety of locations, venues within locations, and commonality concerns.	1.00	\$250.00	\$250.00
FG	04/17/2023	Calls to CMs in search of decls.	2.00	\$250.00	\$500.00
VR	04/18/2023	Review and Analyze: review joint stipulation and proposed order; advise PM and AJB	0.50	\$750.00	\$375.00

FG	04/18/2023	Online search for Marriott S.D. Marina adverts touting lower service fees than competitors for banquets. None found. Email result to AJ	1.00	\$250.00	\$250.00
VR	04/19/2023	Review and Analyze: review court's order re stay; review mediation status and correspondence from mediator; advise PM	0.50	\$750.00	\$375.00
KN	04/24/2023	Review new decision and analyze for use in case	0.50	\$950.00	\$475.00
VR	04/28/2023	telephone conference with Defendant regarding court's minute order and errors; advise PM	0.30	\$750.00	\$225.00
CJ	05/08/2023	Research status of Rule 26f conference and discovery	0.50	\$550.00	\$275.00
VR	05/18/2023	Draft: draft correspondence re mediation data demand; advise PM and AJB	1.00	\$750.00	\$750.00
VR	05/19/2023	Review and Revise: review and revise mediation data request; send to co-counsel; advise PM and AJB	0.30	\$750.00	\$225.00
VR	05/22/2023	Review and Revise: review and revise mediation data demand; advise AJB and PM	0.60	\$750.00	\$450.00
CJ	05/26/2023	Continue evaluation of case and documents for mediation, correspond with defense counsel re same	0.50	\$550.00	\$275.00
PM	05/30/2023	Discuss mediation damages expert report with AJB; review and analyze Def. documents re the same.	0.75	\$750.00	\$562.50
CJ	06/01/2023	Analyze status of docs produced to date for mediation	0.50	\$550.00	\$275.00
CJ	06/01/2023	Begin research of what is needed from expert	0.50	\$550.00	\$275.00
AB	06/01/2023	Draft mediation brief.	5.00	\$895.00	\$4,475.00
PM	06/02/2023	Prepare summary of procedural and litigation history for mediation brief.	1.25	\$750.00	\$937.50
CJ	06/02/2023	Evaluate docs produced to date for mediation, advise AJB, update worksheet, correspond with OPC re locations missing	1.00	\$550.00	\$550.00
AB	06/02/2023	Finalize and file mediation brief.	8.00	\$895.00	\$7,160.00
PM	06/05/2023	Review and analyze mediation brief; prepare exhibits for mediation brief.	1.00	\$750.00	\$750.00
PM	06/07/2023	Review and analyze Def. documents re mediation brief claims.	2.50	\$750.00	\$1,875.00
AB	06/08/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00

SB	06/08/2023	Attend mediation	8.00	\$450.00	\$3,600.00
NB	06/09/2023	Analyze med proposal re settlement issues. Advise AJ.	2.50	\$995.00	\$2,487.50
AB	06/14/2023	Review/analyze/draft/send response to mediator re proposal.	2.00	\$895.00	\$1,790.00
KN	06/16/2023	Review issue re settlement; review mediator's proposal; review emails and respond	0.50	\$950.00	\$475.00
VR	06/16/2023	Receipt and Review of Correspondence: review correspondence from mediator; review mediation brief; advise PM	0.50	\$750.00	\$375.00
AB	06/21/2023	Review/analyze/edit co-counsel's proposed corr. to mediator.	2.00	\$895.00	\$1,790.00
AB	06/22/2023	Analyze corr from mediator. Draft/circulate internally MOU.	3.00	\$895.00	\$2,685.00
NB	06/28/2023	Review MOU, analyze revisions, advise AJ	2.25	\$995.00	\$2,238.75
VR	06/29/2023	Review and Revise: review and revise joint CMC statement re mediation; advise AJB and PM	0.50	\$750.00	\$375.00
NB	07/10/2023	Final MOU for approval, analyze.	2.75	\$995.00	\$2,736.25
AB	07/17/2023	Prep for and have call w/ OC re MOU. Draft/send Review file per issues discussed.	3.00	\$895.00	\$2,685.00
AB	08/07/2023	Review/analyze draft settlement agreement.	3.00	\$895.00	\$2,685.00
NB	08/08/2023	Review OPC, draft long form, analyze. Advise PM/KN.	2.75	\$995.00	\$2,736.25
PM	08/14/2023	Review Def. draft settlement agreement and analyze; draft long-form settlement agreement.	6.50	\$750.00	\$4,875.00
PM	08/15/2023	Review and revise settlement agreement; review Def. Draft and analyze.	1.50	\$750.00	\$1,125.00
KN	08/22/2023	Review and revise draft Agreement; analysis of issues and discuss with AJ; email co-counsel; email Def	3.00	\$950.00	\$2,850.00
PM	08/22/2023	Review settlement agreement draft and correspond with TPA re administration bid.	0.50	\$750.00	\$375.00
NB	08/24/2023	Review MOU, analyze re revisions.	1.50	\$995.00	\$1,492.50
PM	08/28/2023	Review settlement agreement draft and correspondences regarding settlement agreement; review status of agreement.	0.50	\$750.00	\$375.00
VR	09/14/2023	Review and Analyze: review and analyze court's orders and docket; review joint statement; prepare for hearing	0.30	\$750.00	\$225.00

PM	09/14/2023	Review cocounsel email and analyze; advise team re the same.	1.00	\$750.00	\$750.00
VR	09/15/2023	court appearance at CMC; prep for CMC; review correspondence between parties; advise PM	1.50	\$750.00	\$1,125.00
PM	09/18/2023	Review and analyze Def. Revisions to settlement agreement.	2.00	\$750.00	\$1,500.00
PM	09/25/2023	Review AJB revisions to settlement agreement.	0.50	\$750.00	\$375.00
NB	09/25/2023	Review long form, analyze, advise AJ.	3.00	\$995.00	\$2,985.00
KN	10/05/2023	Review draft agreement; review issues for OC compliance; advise PM	1.30	\$950.00	\$1,235.00
PM	10/05/2023	Review draft settlement agreement; telephonic conference with co-counsel and defense counsel re settlement agreement.	1.50	\$750.00	\$1,125.00
VR	10/06/2023	Review and Analyze: review and analyze court's orders and docket; review CMC statement; advise PM	0.50	\$750.00	\$375.00
AB	10/26/2023	Finalize Long Form Settlement Agreement.	2.00	\$895.00	\$1,790.00
KN	10/27/2023	Review and revise draft Agreement; provide input to AJ as to missing terms	1.50	\$950.00	\$1,425.00
PM	10/27/2023	Begin drafting individual settlement agreement; review and analyze Def. revisions to long-form settlement agreement; review long-form settlement agreement; review internal emails re the same.	1.50	\$750.00	\$1,125.00
PM	10/30/2023	Draft individual settlement agreement; review and revise long-form settlement agreement.	1.50	\$750.00	\$1,125.00
PM	11/03/2023	Review draft individual agreement and analyze.	0.75	\$750.00	\$562.50
KN	11/06/2023	Analysis of settlement issue; review draft agreement; advise PM	0.50	\$950.00	\$475.00
VR	11/09/2023	appearance at CMC; review status of settlement; review and revise joint statement; advise PM	1.50	\$750.00	\$1,125.00
PM	11/09/2023	Review draft CMC statement and advise team re revisions.	0.50	\$750.00	\$375.00
PM	11/10/2023	Review status of settlement agreement and strategize re the same; review revisions for complaint.	0.25	\$750.00	\$187.50
PM	11/11/2023	Review settlement agreement and draft amended complaint.	4.00	\$750.00	\$3,000.00
PM	11/14/2023	Review Def. revisions to individual agreement.	0.50	\$750.00	\$375.00

PM	11/22/2023	Review and revise draft individual settlement agreement.	0.50	\$750.00	\$375.00
KN	11/28/2023	Review current draft of Agreement; memo to staff re issues	1.50	\$950.00	\$1,425.00
KN	11/28/2023	draft Exhibits to Agreement; email Defendant	4.50	\$950.00	\$4,275.00
PM	11/28/2023	Review draft amended complaint; draft stipulation for leave to amend Jones I; review draft settlement agreement exhibits.	1.00	\$750.00	\$750.00
NB	11/28/2023	Review agreement, analyze. Advise KN.	3.00	\$995.00	\$2,985.00
KN	12/05/2023	Review Def revisions to exhibits; email Def re issues; email co-counsel	1.50	\$950.00	\$1,425.00
PM	12/05/2023	Review Def. revisions to draft SAC and draft stipulation for leave to file amended complaint; review correspondences regarding preliminary approval motion and finalization of settlement agreement.	1.50	\$750.00	\$1,125.00
KN	12/06/2023	Review emails and respond; review status of agreement; review Court guidelines	0.50	\$950.00	\$475.00
PM	12/06/2023	Review and analyze Def. revisions to draft amended complaint and review Def. revisions to draft stipulation for leave to file amended complaint; review draft settlement agreement and release scope.	2.50	\$750.00	\$1,875.00
VR	12/07/2023	Review and Revise: review and revise joint status report; correspondence to Def; advise PM	0.60	\$750.00	\$450.00
VR	12/08/2023	appearance at CMC; prep for CMC; follow up; advise PM; review correspondence between parties and status of settlement agreement	1.40	\$750.00	\$1,050.00
KN	12/08/2023	Review guidelines; review and respond to emails from Def; revise settlement agreement and circulate redlines; review next steps re settlement	1.75	\$950.00	\$1,662.50
KN	12/11/2023	Review and revise exhibits for settlement; draft objection form; email Def	3.00	\$950.00	\$2,850.00
KN	12/13/2023	Draft motion for preliminary approval; research issues for motion; review documents	2.75	\$950.00	\$2,612.50
KN	12/14/2023	Draft motion for preliminary approval; review emails and status; email draft motion to counsel; check court hearing dates	2.50	\$950.00	\$2,375.00
KN	12/18/2023	Review status and emails; review next steps and advise staff	0.50	\$950.00	\$475.00
VR	12/18/2023	Correspondence with Opposing Counsel: correspondence to Def re settlement agreement	0.40	\$750.00	\$300.00

		and exhibits; review status of exhibits; review motion; advise PM			
KN	12/20/2023	Review Def email and revisions to exhibits; draft Exhibit D; revise exhibits and respond to Def email; advise staff re next steps	2.75	\$950.00	\$2,612.50
PM	12/20/2023	Review and analyze status of settlement agreement; review Def. correspondence re the same.	0.75	\$750.00	\$562.50
KN	12/21/2023	Memo to Admin re timeframes; emails with Admin; email with Def; review status and stip re SAC	0.50	\$950.00	\$475.00
PM	12/21/2023	Review Def. revisions to draft SAC and analyze; correspond with Def. re the same.	1.50	\$750.00	\$1,125.00
KN	12/22/2023	Conf call with Def; memo to staff and to co-counsel; review final documents and prepare final Agreement and Exhibits for execution	2.00	\$950.00	\$1,900.00
KN	12/26/2023	Review Def comments on draft motion; review Def comments on indiv agreement; email co-counsel; email staff	0.50	\$950.00	\$475.00
VR	12/26/2023	Review and Analyze: review settlement documents and agreements; telephone conference with Plaintiff; advise NDB and SB	1.50	\$750.00	\$1,125.00
PM	12/26/2023	Review status of long form settlement agreement; advise VR re status of agreements and information needed from Plaintiff re the same; review draft amended complaint to confirm further revisions are not needed.	2.00	\$750.00	\$1,500.00
NB	12/26/2023	review settlement agreement for final, analyze, advise KN.	3.00	\$995.00	\$2,985.00
KN	12/27/2023	Review status and emails; respond to emails; review final individual agreement; analysis for next steps and advise staff	0.50	\$950.00	\$475.00
PM	12/27/2023	Review and revise individual settlement agreement; review status of settlement and preliminary approval motion.	1.00	\$750.00	\$750.00
KN	12/28/2023	Review status; emails with staff and co-counsel; prepare signed agreement and email Def	0.50	\$950.00	\$475.00
NB	12/28/2023	review prelim approval docs, analyze.	2.75	\$995.00	\$2,736.25
RE	01/03/2024	Review file; draft declaration of Matthew Shachno re service award request/motion for preliminary approval; email to client re draft declaration	2.50	\$675.00	\$1,687.50
PM	01/04/2024	Review status of settlement agreement; review terms of settlement agreement regarding timing of	0.75	\$750.00	\$562.50

		filing stipulation to amend Jones I complaint and dismissal timing for Shachno actions; review revisions to stipulation to amend complaint and advise co-counsel re the same.			
KN	01/05/2024	Review and revise motion for prelim per Defendant comments; analysis of guidelines and next steps; memo to staff; email Defendant.	2.75	\$950.00	\$2,612.50
KN	01/05/2024	Draft declaration ISO motion for prelim; work on approval issues and content required by guidelines; review TPA declaration; emails with co-counsel and Def.	5.80	\$950.00	\$5,510.00
VR	01/05/2024	Draft: draft joint stipulations re dismissal of actions; review settlement documents; review docket and complaints; correspondence to Def; advise PM	2.50	\$750.00	\$1,875.00
GG	01/05/2024	Draft Dismissal in Federal action, email to Piya	0.70	\$250.00	\$175.00
PM	01/05/2024	Review co-counsel's revisions regarding stip to file amended complaint; review status of settlement agreement; review draft dismissal papers re Shachno action.	0.75	\$750.00	\$562.50
KN	01/09/2024	Review status; emails to co-counsel; work on motion issues	0.75	\$950.00	\$712.50
KN	01/10/2024	Review and revise motion and supporting declaration; review Def comments and update motion	2.60	\$950.00	\$2,470.00
KN	01/11/2024	Review docket and rejected stipulation; investigate issue; memo to counsel	0.50	\$950.00	\$475.00
KN	01/11/2024	Work on approval motion; reserve hearing; update motion; email Def	0.60	\$950.00	\$570.00
KN	01/12/2024	Work on approval issues and checklist; review and revise motion; finalize declaraiton; prepare motion for filing; file and serve motion; emails with Def	6.00	\$950.00	\$5,700.00
GG	01/12/2024	Review court Docket re status conference date/ time.	0.20	\$250.00	\$50.00
KN	01/16/2024	Prepare amended declaration	0.75	\$950.00	\$712.50
KN	01/17/2024	Prepare amended documents; file and serve amended declarations; serve LWDA	1.00	\$950.00	\$950.00
KN	01/17/2024	Prepare proposed order; prepare exhibits and cover sheet; file and serve proposed order	1.00	\$950.00	\$950.00
KN	01/17/2024	Serve documents on LWDA in both cases	0.40	\$950.00	\$380.00
VR	01/18/2024	Correspondence with Opposing Counsel: review	0.40	\$750.00	\$300.00

		correspondence between parties; review status of settlement; prepare for CMC			
VR	01/19/2024	Review and Revise: review and revise requests for dismissals; court appearance at status conference; correspondence to Def	1.10	\$750.00	\$825.00
PM	01/19/2024	Review correspondence from Def re amended complaint; review Def. revisions to requests for dismissal and advise VR re the same; review filed complaint and advise KN re the same.	1.00	\$750.00	\$750.00
PM	01/24/2024	Review Def. revisions to stip to file SAC; correspond with co-counsel re the same; review upcoming dates in federal action.	0.50	\$750.00	\$375.00
GG	01/25/2024	File stipulation for dismissal, review local rules and judge's rules regarding stipulations and dismissals.	0.80	\$250.00	\$200.00
GG	02/05/2024	Draft separate proposed order re stip to file SAC; send email to piya for review, update pos with info for co-counsel, file and serve.	1.20	\$250.00	\$300.00
GG	02/07/2024	Save order and and File and serve SAC.	0.40	\$250.00	\$100.00
GG	02/12/2024	Upload SAC to LWDA, save to file, circulate.	0.20	\$250.00	\$50.00
GG	02/12/2024	Finalize PAGA dismissal, file and serve.	0.60	\$250.00	\$150.00
VR	02/12/2024	Review and Revise: review Plaintiff's request for dismissal; review status of amended complaint; advise PM; correspondence to Def	0.50	\$750.00	\$375.00
GG	02/21/2024	Review notice of related case, download and circulate related complaints.	0.20	\$250.00	\$50.00
GG	02/28/2024	Download order re Dismissal, circulate, save	0.20	\$250.00	\$50.00
CJ	02/28/2024	Prepare for Status Conference, review case adn claims, status of JPA and status of related cases	1.00	\$550.00	\$550.00
CJ	02/28/2024	Read Motion for Preliminary Approval	1.00	\$550.00	\$550.00
VR	03/22/2024	court appearance at CMC; review stipulation to dismiss; review court's orders and docket; advise PM	1.00	\$750.00	\$750.00
GG	04/01/2024	ROA review re upcoming hearing re prelim. approval, add to events.	0.10	\$250.00	\$25.00
KN	04/02/2024	Review emails; memo to staff	0.30	\$950.00	\$285.00
KN	04/11/2024	Review tentative ruling and analyze issue; email counsel; contact court	0.60	\$950.00	\$570.00
KN	07/26/2024	Review emails; analysis of supplemental issues; respond to Def; review documents; memo to	1.00	\$950.00	\$950.00

Admin re update					
KN	08/06/2024	Review revise class notice and proposed order; review Amendment; review supplemental briefing; memo to Def.	2.50	\$950.00	\$2,375.00
KN	08/08/2024	Review final amended documents; memo to staff	2.00	\$950.00	\$1,900.00
KN	08/09/2024	Work on supplemental declaration and briefing; file and serve documents	5.00	\$950.00	\$4,750.00
GG	08/15/2024	ROA check to confirm hearing re Final app.	0.10	\$250.00	\$25.00
KN	08/22/2024	Court appearance - motion for preliminary approval; prepare for hearing; analysis of tentative issues; review settlement documents and history; memo to partners	1.00	\$950.00	\$950.00
GG	11/04/2024	Serve courtesy copies of prelim. approval motion	0.10	\$250.00	\$25.00
GG	11/04/2024	Confirm status of delivered copies to dept. re motion for prelim approval.	0.10	\$250.00	\$25.00
KN	11/25/2024	Review revised documents; analysis of issues; review notes and court order; email Defendant; file and serve POS; serve order on LWDA.	2.50	\$950.00	\$2,375.00
KN	12/05/2024	Prepare signed amendment; email Defendant	0.50	\$950.00	\$475.00
KN	12/05/2024	Work on Second Amendment and documents; draft supplemental declaration; memo to Admin regarding translations; prepare redline Exhibit #2.	1.50	\$950.00	\$1,425.00
KN	12/05/2024	Work on issue raised by Defendant; analysis of issue; tel con call with Defendant; memo to Admin	0.75	\$950.00	\$712.50
KN	12/06/2024	Finalize documents; file and serve documents; email counsel; serve LWDA	1.00	\$950.00	\$950.00
KN	12/10/2024	Update proposed order; prepare exhibits for proposed order; email Def; talk to the clerk.	1.50	\$950.00	\$1,425.00
KN	12/10/2024	Finalize proposed order with exhibits; emails with Def; file and serve documents; serve LWDA.	1.00	\$950.00	\$950.00
KN	12/11/2024	Review filed documents; review and revise stipulation; respond to Defendant	0.50	\$950.00	\$475.00
KN	12/19/2024	Court appearance - continued prelim approval; review tentative; prepare for hearing	1.00	\$950.00	\$950.00
VR	02/19/2025	Review and Analyze: review settlement agreement and preliminary approval motion; advise plaintiff on telephone conference	0.50	\$750.00	\$375.00
VR	03/11/2025	Draft: draft statement re OSC; review case history; review court's orders and docket; advise GG	0.60	\$750.00	\$450.00

GG	03/11/2025	Updated POS, finalized, filed, and served Plaintiff's Status Report re OSC re Dismissal.	0.70	\$250.00	\$175.00
GG	03/19/2025	Reviewed case file and ROA to confirm upcoming OSC why case should not be dismissed, and added information to events email.	0.10	\$250.00	\$25.00
VR	03/26/2025	Review and Analyze: review settlement agreement; review dismissal; review court's orders and docket; review OSC statement; court appearance at OSC; follow up	0.50	\$750.00	\$375.00
KN	05/06/2025	Review revised settlement documents; review and revise supplemental brief; analysis of issues; memo to Admin; discuss with Def; memo to staff	2.50	\$950.00	\$2,375.00
KN	05/09/2025	Prepare supplemental memorandum; draft supplemental declaration; prepare exhibits; prepare redlines; work on proposed order; prepare Defendant declarations; email Defendant; file and serve documents; serve LWDA.	3.30	\$950.00	\$3,135.00
KN	05/12/2025	Prepare proposed order; prepare exhibits; file and serve documents	1.00	\$950.00	\$950.00
GG	05/19/2025	Reviewed ROA to confirm upcoming hearing re prelim approval, added to events email. and circulated.	0.10	\$250.00	\$25.00
VR	05/21/2025	Review and Analyze: review court's orders and docket; review status of dismissal; draft CMC statement	1.10	\$750.00	\$825.00
GG	05/21/2025	Finalized, filed, and served joint status report. Saved to file and circulated confirmation.	0.40	\$250.00	\$100.00
KN	05/22/2025	Court hearing - motion for prelim approval; prepare for hearing; memo to file; revise proposed order and email Defendant	1.00	\$950.00	\$950.00
GG	06/02/2025	Reviewed ROA re upcoming status conf, added remote appearance info. to events email and circulated.	0.10	\$250.00	\$25.00
KN	06/03/2025	Draft supplemental declaration; finalize revised proposed order; file and serve documents	1.00	\$950.00	\$950.00
KN	06/04/2025	Review signed order; plan next steps; memo to Admin; email counsel; serve LWDA;	0.50	\$950.00	\$475.00
KN	06/05/2025	Review Admin email, research issue and respond with documents	0.25	\$950.00	\$237.50
VR	06/05/2025	Review and Analyze: review court's orders and docket; review settlement agreement; review CMC Statement; court appearance at CMC; follow up	0.40	\$750.00	\$300.00

KN	07/24/2025	Review Def email; check issues; respond; review Admin emails; respond	0.50	\$950.00	\$475.00
KN	08/01/2025	Analysis of issues regarding Administration; review estimate; draft Stipulation; email Def	1.00	\$950.00	\$950.00
KN	08/06/2025	Revise stipulation; email Defendant; email Administrator; review draft declaration from the Administrator; respond to Admin.	0.60	\$950.00	\$570.00
KN	08/07/2025	Prepare final revised Stipulation; prepare final Admin decl; file and serve documents	0.75	\$950.00	\$712.50
VR	08/28/2025	Review and Analyze: review court's orders and docket; review settlement agreement; review correspondence between parties; follow up with Plaintiff; advise NDB	0.50	\$750.00	\$375.00
PM	10/02/2025	Review preliminary approval order and settlement agreement and amendments to settlement agreement; draft final approval motion.	4.00	\$750.00	\$3,000.00
PM	10/03/2025	Review and revise draft final approval motion.	1.00	\$750.00	\$750.00
KN	10/07/2025	Review and revise motion for final approval; review billing; email to co-counsel; email to Defendant.	2.00	\$950.00	\$1,900.00
KN	10/07/2025	Research issues; update proposed final order	1.00	\$950.00	\$950.00
GG	10/09/2025	Reviewed memo re final approval, reviewed/updated TOC and TOA (part 1)	0.60	\$250.00	\$150.00
KN	10/10/2025	Review status; email Admin; review and revise Admin decl; review email from Defendant; analysis of issues raised by Defendant	1.00	\$950.00	\$950.00
KN	10/13/2025	Review and revise motion for final approval; finalize motion; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
				Quantity Subtotal	908.52
				Services Subtotal	\$595,579.25

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/24/2022	Onelegal/Filing Fee	1.00	\$1,490.20	\$1,490.20
Expense	07/22/2022	Onelegal/Filing Fee	1.00	\$12.87	\$12.87
Expense	07/25/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	07/31/2022	KNOX Messenger and Filing Service.	1.00	\$153.05	\$153.05

Expense	09/21/2022	San Diego Superior Court Docket Download: Download copies of MSJ Opposition in the Heredia v. SYHC	1.00	\$60.80	\$60.80
Billing Information Payment Amount: \$60.80 Payment Date: 9/21/2 Credit Card Number: ***3585					
Expense	09/30/2022	Expert Fees - DM&A	1.00	\$6,867.50	\$6,867.50
Expense	10/10/2022	One Legal Filing Fee	1.00	\$14.93	\$14.93
Expense	10/12/2022	One Legal Filing Fee	1.00	\$120.45	\$120.45
Expense	10/31/2022	Expert Fees - DM&A	1.00	\$1,306.25	\$1,306.25
Expense	11/09/2022	One Legal Filing Fee	1.00	\$12.87	\$12.87
Expense	12/01/2022	parking at hearing on motion for remand	1.00	\$30.00	\$30.00
Expense	12/12/2022	Hearing transcript.	1.00	\$300.00	\$300.00
Expense	01/31/2023	Knox	1.00	\$77.45	\$77.45
Expense	02/07/2023	legal research; pulling documents from docket	1.00	\$1.00	\$1.00
Expense	02/16/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.65	\$15.65
Expense	02/16/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.65	\$15.65
Expense	02/22/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	02/22/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	02/28/2023	Expert Fees - DM&A.	1.00	\$1,765.00	\$1,765.00
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$65.25	\$65.25
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$1,164.43	\$1,164.43
Expense	02/28/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.65	\$15.65
Expense	03/10/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/10/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/13/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/15/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/31/2023	Expert Fees - DM&A	1.00	\$343.75	\$343.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$80.25	\$80.25
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$104.05	\$104.05
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$65.25	\$65.25

Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$97.15	\$97.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$36.05	\$36.05
Expense	04/05/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	04/18/2023	Mediation Fees - Jeff Krivis.	1.00	\$5,000.00	\$5,000.00
Expense	04/30/2023	Knox Filing and Messenger Service.	1.00	\$89.25	\$89.25
Expense	06/22/2023	Berger Consulting Fees	1.00	\$1,410.00	\$1,410.00
Expense	06/30/2023	Expert Fees - DM&A.	1.00	\$442.50	\$442.50
Expense	01/15/2024	Filing fee - motion and one legal charge	1.00	\$79.48	\$79.48
Expense	01/15/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	01/17/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	01/18/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	02/16/2024	court filing via One Legal	1.00	\$51.48	\$51.48
Expense	02/28/2024	court filing via One Legal	1.00	\$35.98	\$35.98
Expense	04/05/2024	KNOX Messenger and Filing Service	1.00	\$209.15	\$209.15
Expense	05/01/2024	KNOX Filing and Messenger Service	1.00	\$209.15	\$209.15
Expense	08/12/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	08/21/2024	One legal filing charge	1.00	\$77.21	\$77.21
Expense	11/25/2024	One legal filing charge	1.00	\$17.76	\$17.76
Expense	12/05/2024	One legal charge	1.00	\$22.85	\$22.85
Expense	12/06/2024	One legal filing charge	1.00	\$22.92	\$22.92
Expense	12/09/2024	One legal charge	1.00	\$61.95	\$61.95
Expense	12/11/2024	One legal charge	1.00	\$77.44	\$77.44
Expense	12/20/2024	One legal filing charge	1.00	\$22.92	\$22.92
Expense	03/11/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$21.37	\$21.37
Expense	03/12/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$61.95	\$61.95
Expense	05/12/2025	One legal charge	1.00	\$72.28	\$72.28
Expense	05/12/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	05/22/2025	One legal filing charge	1.00	\$19.82	\$19.82
Expense	06/04/2025	One legal filing charge	1.00	\$23.95	\$23.95
Expense	06/04/2025	One legal charge	1.00	\$87.76	\$87.76

Expense	08/05/2025	One legal charge	1.00	\$61.95	\$61.95
Expense	08/05/2025	One legal filing charge	1.00	\$19.82	\$19.82
Expense	08/07/2025	One legal filing charge	1.00	\$23.95	\$23.95
Expense	08/08/2025	Oe legal charge	1.00	\$61.95	\$61.95
Expense	10/13/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$22,853.69

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	38.0	\$895.00	\$34,010.00
Norm Blumenthal	23.5	\$995.00	\$23,382.50
Scott Blumenthal	8.0	\$450.00	\$3,600.00
Ricardo Ehmann	4.2	\$675.00	\$2,835.00
Charlotte James	118.75	\$550.00	\$65,312.50
Piya Mukherjee	260.25	\$750.00	\$195,187.50
Kyle Nordrehaug	96.65	\$950.00	\$91,817.50
Sergio Puche	10.1	\$675.00	\$6,817.50
Victoria Rivapalacio	170.7	\$750.00	\$128,025.00
Gerardo Galaviz	16.6	\$250.00	\$4,150.00
Frederick Goldman	159.67	\$250.00	\$39,916.75
Karla Horne	2.1	\$250.00	\$525.00
		Quantity Total	908.52
		Subtotal	\$618,432.94
		Total	\$618,432.94

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	11/12/2025	\$618,432.94	\$0.00	\$618,432.94

Outstanding Balance	\$618,432.94
Total Amount Outstanding	\$618,432.94

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT #6

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members
of the general public similarly situated,

Plaintiffs,

vs.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 30-2021-01183306-CU-OE-CXC

**DECLARATION OF MATTHEW
SHACHNO IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 11, 2024

Hearing Time: 2:00 p.m.

Reservation No. 74205686

Judge: Hon. Melissa McCormick
Dept.: CX104

Action Filed: February 8, 2021

Trial Date: Not set

1 I, Matthew Shachno, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I was employed by defendant Marriott International, Inc. ("Marriott") in California, at the
10 Marriott Marquis San Diego Marina hotel as a bartender from August of 2018 to January of
11 2021. I was classified by Marriot as an hourly, non-exempt employee during that time period.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 ILYM Group, Inc., the settlement administrator. I am not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 as part of my job requirements as a bartender, I was required to wear a uniform. Marriott
24 specifically required that all employees who wore uniforms get into their uniforms and be ready
25 to begin working before we clocked in. Marriott also specifically required that all employees
26 who wore uniforms remove uniforms after we were clocked out and not while we were on the
27

1 clock. This resulted in employees like myself putting on and taking off uniforms while I was off
2 the clock. During my employment, I spent approximately 5 minutes donning my required
3 uniform before I was permitted by Marriott to clock-in and I also spent approximately 5 minutes
4 doffing my required uniform after clocking-out at the scheduled end time of my shifts. Marriott
5 knew or should have known that the time I spent donning and doffing my required uniform was
6 compensable work time for which Marriott was obligated to pay me at the correct rate. Marriott
7 did not compensate me at any rate, hourly, regular or overtime, for that work time spent donning
8 and doffing the required uniform. In addition, under Marriott's policies and procedures, as
9 overseen and enforced by Marriott's supervisory and managerial personnel, I was not permitted
10 to leave Marriott's property during rest breaks. I was specifically also not permitted to take my
11 rest break in any public areas of Marriott's premises. Marriott knew or should have known that
12 they were required to provide fully liberated, unrestricted rest breaks to non-exempt employees
13 like me, during which we should have been free to leave Marriott's premises. However, because
14 we were on-the-clock, Marriott restricted us to certain, designated, non-public areas of Marriott's
15 premises and, in so doing, failed to provide non-exempt employees like me with compliant rest
16 breaks and also failed to pay me penalty compensation for these daily rest break violations. I was
17 also regularly required to use my personal cell phone for work-related purposes. Although
18 sometimes we were provided with other communication tools, like radios, those tools often did
19 not work and Marriott's employees, including managers and supervisors, communicated with me
20 on my cell phone and I was not reimbursed for the reasonable expenses I incurred on my cell
21 phone for work-related issues.

22 6. I spoke to my attorneys several times and discussed how Marriott implemented
23 its company policies and procedures. I also assisted my attorneys in their investigation into my
24

1 claims by providing them documents and answering their questions. I reviewed the complaint
2 before it was filed and after it was filed I was given access to an electronic file sharing program
3 that alerted me via email when important documents were filed so that I could review them and
4 keep up with the developments in the case which I understood was one of my duties as a class
5 representative. I would also contact my attorneys from time to time if I had any questions about
6 the case. I also assisted my attorneys in their responses to written discovery from Marriott. In
7 addition, I was deposed by the attorneys for Marriott for a full day on July 13, 2021.

9 7. Even though this action is in the process of settling, I was and remain prepared to
10 perform all the duties of a class representative. I understand that as a class representative I have
11 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
12 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
13 benefit of the class members and surrender any right to compromise the group action for an
14 individual gain.
15

16 8. I understood that being a plaintiff/class representative in this case meant that I
17 was seeking damages not only for myself but also other current and/or former non-exempt
18 employees working for Marriott in California that make up the class. I felt that these individuals
19 were not aware of their labor law rights and even if they were they would probably be
20 apprehensive about speaking up or even simply because of the time, effort and risk involved in
21 filing a class action lawsuit.
22

23 9. I understood that being a part of this lawsuit involved risks. For example, my
24 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
25 pay for all or part of the attorney fees and costs paid by Marriott to defend this lawsuit. Also, I
26 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
27

1 against me or downgrade me as a potential hire. As one of only two named plaintiffs in this case
2 it would not be difficult for a future employer to become aware that I sued a former employer for
3 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
4 rights and the rights of others regardless of the risks, time and effort I spent on this case.

5
6 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
7 kept up to date on important developments by reviewing court filings that were made available to
8 me electronically as I described above.

9 11. A mediation took place on May 19, 2022 with Mark S. Rudy, a well-respected
10 and experienced mediator of wage and hour class actions. The mediation did not result in a
11 settlement. Two additional mediations were held on August 18, 2022 and June 8, 2023,
12 respectively, with Jeffrey Krivis, another well-respected and experienced mediator of wage and
13 hour class actions. After the third mediation with Mr. Krivis the parties were able to reach an
14 agreement to settle the action based on a mediator's proposal. I communicated with my
15 attorneys regarding the terms of the settlement which was reached between the parties and
16 understood that I was representing absent class members and therefore wanted the best possible
17 result to be obtained for the class members and I believe a very positive result was in fact
18 achieved via settlement. When the final settlement papers were ready, I closely reviewed the
19 Settlement Agreement which I signed on December 28, 2023.
20
21

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
24 filings, reviewed and assisted my attorneys with written discovery requests, prepared for and sat
25 for my deposition, and spent a significant amount of time on the issues presented during the
26 lawsuit and in the settlement process. I estimate that I spent approximately 50-60 hours working
27

1 on this case up until this point. I believe I have been diligent and have done what is expected of a
2 named plaintiff and a proposed class representative to date, and will continue to do so. I have and
3 always will maintain the best interest of the class members.

4 13. My attorneys explained to me that the settlement process involves a two-step
5 review by the Court to determine whether the settlement is fair before approving the settlement.
6 I know this process also involves notifying all class members of the settlement terms and of their
7 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
8 settlement.
9

10 14. I believe I did the right thing by filing this case on behalf of the class members who,
11 subject to court approval, are in line to receive monetary payments as a result of this case and
12 settlement. This is money they may never have ever gotten if I did not pursue this action on their
13 behalf. I feel significant personal satisfaction to know that I played a role in the class members
14 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
15 the requested Class Representative Service Payment of \$5,000 from the settlement is fair
16 compensation for the work I performed and the risks I undertook.
17

18 15. As part of the settlement it was necessary for me to sign a general release of
19 claims I may have against Marriott. I believe the Class Representative Service Payment I have
20 requested provides me with some compensation for this agreed release.
21

22 16. In light of all the time and effort I have spent on this case, the risk I undertook by
23 suing a former employer, the exposure to being responsible for paying Marriott's costs in the
24 event we did not win the case, the reputational risk that future employers may hold this lawsuit
25 against me, the general release, and in light of the size of the settlement, I believe the request for
26 \$5,000 as a Class Representative service payment is fair and reasonable.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on Jan 4, 2024, at San Diego, California
4 (city, state)

5 
6 Matthew Shachno (Jan 4, 2024 09:55 PST)
7 Matthew Shachno

EXHIBIT #7

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020 | Fax: (818) 265-1021

Attorneys for Plaintiffs

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: (858) 551-1223 / Fax: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ERIN JONES and MATTHEW SHACHNO,
individuals, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

MARRIOTT INTERNATIONAL, INC., as
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2021-01183306-CU-OE-CXC

Honorable Melissa McCormick
Department CX105

CLASS ACTION

**DECLARATION OF ERIN JONES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS AND
SERVICE AWARDS**

Date: November 6, 2025
Time: 2:00 p.m.
Department: CX105

Complaint Filed: February 8, 2021
FAC Filed: January 18, 2024
Trial Date: None Set

DECLARATION OF ERIN JONES

I, **Erin Jones**, hereby declare as follows:

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

2. I was employed by Marriott International, Inc. ("JW Marriott") as an hourly-paid guest experience expert from February 2020 to March 2020. I decided to seek legal advice about my work experiences with JW Marriott and about pursuing my grievances. I contacted Lawyers for Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure JW Marriott was held accountable for not paying its employees for all hours worked and non-compliant meal and rest breaks. After speaking with the attorneys, I investigated complex wage-and-hour and class action lawsuits on my own and did some research into the leading class action and employment law firms in California for approximately **6 hours**. Thereafter, I consulted with the attorneys at Lawyers for Justice, PC for **8 hours** discussing my situation, complex wage-and-hour class actions and representative actions under the Private Attorneys General Act ("PAGA") in general, and what it meant to be a named plaintiff and class representative.

3. I have spent over **16 hours** communicating with my attorneys regarding the case and fulfilling my responsibilities as a class and PAGA representative, which included gathering documents concerning my employment with JW Marriott, reviewing documents with my attorneys, answering questions, and providing guidance regarding the duties of non-exempt employees, and helping develop a strategy as to what documents and information to obtain from JW Marriott. I routinely checked in with my attorneys and their staff to make sure that they had all my most current information and any additional information that I had obtained.

4. As the case progressed, I was available to answer any questions my attorneys had, and available to speak and meet with my attorneys whenever they needed me. I responded to them

as quickly as possible and gave them as much information and identified as many documents as I could. I spent at least **10 additional hours** speaking with my attorneys about the case, identifying potential witnesses, providing my attorneys with documents and information concerning the case, describing policies, practices, and procedures of JW Marriott. During the discovery phase of the litigation, I spent approximately **7 additional hours** reviewing JW Marriott's discovery requests and deposition notices, locating documents, and providing documents and responses to my attorneys.

5. As far as the settlement is concerned, I was available to review documents and answer any questions my attorneys had. I spent about **2 hours** reviewing the settlement agreement and about **2 hours** asking questions and discussing the potential settlement with my attorneys before signing the settlement agreement.

6. I believe that I have done everything that my attorneys have asked of me and have tried, to the best of my ability, to represent the class. I think my efforts helped to get the result obtained in this case, and as a class, I respectfully request that the Court award me an enhancement payment in the amount of \$5,000.00 for my active participation in this case. Taking into consideration the time that I have dedicated to this case, I believe that this amount is reasonable.

7. I am not related to anyone associated with Lawyers for Justice, PC, or Blumenthal Nordrehaug Bhowmik De Blouw LLP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

01/03/2024

Executed this ____ day of January 2024, at Los Angeles, California.

Electronically Signed 2024-01-03 23:14:47 UTC - 216.24.210.163
Nintex AssureSign® 9105d215-d15b-4ff7-95de-b0ec0021959a

Erin Jones