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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF SAN DIEGO**

11 **IN RE: UNITED AIRLINES WAGE**  
12 **AND HOUR CASES**

**Case No. JCCP 5187**

13 Included Actions:

**NOTICE OF MOTION AND MOTION FOR**  
**FINAL APPROVAL OF CLASS**  
**SETTLEMENT AND AWARD OF**  
**ATTORNEYS' FEES, COSTS AND**  
**SERVICE AWARDS**

14 **BROWN v. UNITED AIRLINES, INC.**  
15 San Diego County Superior Court  
16 Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

Hearing Date: April 5, 2024  
Hearing Time: 1:30 p.m.  
[Hearing scheduled by Orders dated August 4,  
2023 and November 3, 2023]

17 **ROBINSON vs. UNITED AIRLINES,**  
18 **INC.**  
19 Alameda County Superior Court  
Case No. RG19014578  
(filed on April 11, 2019)

Judge: Hon. Katherine Bacal  
Dept: 69

20 **SANTOS vs. UNITED AIRLINES, INC.**  
21 San Francisco County Superior Court  
22 Case No. CGC-20-585926  
(filed on August 12, 2020)

Action Filed: February 14, 2019  
Trial Date: Not Set

23 **SANTOS vs. UNITED AIRLINES, INC.**  
24 San Francisco County Superior Court  
25 Case No. CGC-20-587208  
(filed on October 19, 2020)

1 **TO ALL THE PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT at 1:30 p.m. on April 5, 2024 or as soon thereafter as  
3 the matter can be heard, in Department 69 of the above entitled Court before the Honorable Katherine  
4 Bacal, Plaintiffs Ella Brown, Roland Robinson, Samuel Umazor, and Carlos Santos (“Plaintiffs”) will  
5 move for an order granting (1) Final Approval of the Class Action Settlement and Award of Attorneys’  
6 Fees Costs and Service Awards, and (2) Entry of the Final Approval Order and the Judgment.

7 This motion is brought in accordance with the Orders dated August 4, 2023 and November 3,  
8 2023, and California Rules of Court, rule 3.769. This Motion will be based on this notice, the  
9 accompanying points and authorities, the Declaration of Norman Blumenthal, the Declaration of  
10 Matthew George, the Declaration of Michael Nourmand, the Declaration of James Hawkins, the  
11 Declaration of Shani Zakay, the Stipulation of Class and Representative Action Settlement and Release  
12 and Joint Stipulation to Modify Settlement and Final Approval Schedule (collectively the  
13 “Agreement”), the Declaration of Chantal Soto-Nagera (the Administrator), the Declarations of the  
14 Plaintiffs, and the complete files and records in this action.

15 Because Plaintiffs and Defendant United Airlines, Inc. (“Defendant”) have agreed to the  
16 proposed class settlement and have met and conferred regarding the motion, this motion is not opposed.  
17 There have been no objections submitted by the Class.

18 Respectfully submitted,

19 Dated: March 13, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK  
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County of San Diego  
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12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **IN AND FOR THE COUNTY OF SAN DIEGO**

14 **Coordination Proceeding**  
15 **Special Title (Rule 3.550)**

CASE NO. JCCP 5187

16 -----  
17 **IN RE UNITED AIRLINES WAGE**  
18 **AND HOUR CASES**

**PROOF OF SERVICE**

19 Included Actions:

Judge: Hon. Katherine Bacal  
Dept: 69  
Hearing Date: April 5, 2024  
Hearing Time: 1:30 p.m.

20 **BROWN v. UNITED AIRLINES, INC.**  
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27 (filed on April 11, 2019)

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San Francisco County Superior Court  
Case No. CGC-20-585926  
(filed on August 12, 2020)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am  
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La  
Jolla, California 92037.

5 On March 13, 2024, I served the document(s) described as:

- 6 **1. Notice of Motion and Motion for Final Approval of Class Settlement and Award**  
7 **of Attorneys' Fees, Costs and Service Awards**  
8 **2. Memorandum of Points and Authorities in Support of Motion for Final**  
9 **Approval of Class Settlement and Award of Attorneys' Fees, Costs and Service**  
10 **Awards**  
11 **3. Declaration of Norman Blumenthal in Support of Motion for Final Approval of**  
12 **Class Settlement and Award of Attorneys' Fees, Costs and Service Awards**  
13 **4. Declaration of Matthew B. George in Support of Plaintiffs' Motion for Final**  
14 **Approval and Attorneys' Fees, Costs, and Incentive Awards**  
15 **5. Declaration of Shani O. Zakay, Esq. In Support of Motion for Final Approval**  
16 **and Attorneys' Fees, Attorney's Expenses, and Service Award**  
17 **6. Declaration of James R. Hawkins in Support of Motion for Final Approval of**  
18 **Class Action and Paga Settlement**  
19 **7. Declaration of Plaintiff Carlos Santos in Support of Plaintiffs' Motion for Final**  
20 **Approval of the Class Action and Paga Settlement**  
21 **8. Declaration of Samuel Umanzor in Support of Plaintiffs' Motion for Final**  
22 **Approval and Attorneys' Fees, Expenses, and Incentive Awards**  
23 **9. Declaration of Michael Nourmand in Support of Plaintiffs' Motion for Final**  
24 **Approval**  
25 **10. Declaration of Chantal Soto-Najera Regarding Class Notification and Claims**  
26 **Administration**

27 X **ELECTRONIC MAIL** pursuant to CCP § 1010.6 by causing the document(s) to be emailed  
28 or electronically transmitted to the person(s) at the confirmed email addresses set forth below.  
I did not receive, within a reasonable time after the transmission, any electronic message or  
other indication that the transmission was unsuccessful.

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X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 13, 2024, at San Diego, California.

/s/ Kyle Nordrehaug  
Kyle Nordrehaug

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12 Attorneys for Plaintiff Ella Brown  
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12 **AND HOUR CASES**

CASE NO.: **JCCP 5187**

13 Included Actions:

**MEMORANDUM OF POINTS AND**  
**AUTHORITIES IN SUPPORT OF MOTION**  
**FOR FINAL APPROVAL OF CLASS**  
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**ATTORNEYS' FEES, COSTS AND**  
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1 **I. INTRODUCTION**

2 The parties to these Actions have reached a Settlement and the Court preliminarily approved  
3 the Stipulation of Class and Representative Action Settlement and Release and Stipulation to Modify  
4 Agreement (collectively the "Agreement"), a true and correct copy of which is attached as Exhibit #2  
5 to the Declaration of Norman Blumenthal ("Blumenthal Decl.").<sup>1</sup> In accordance with the Preliminary  
6 Approval Order dated August 4, 2023 ("Preliminary Approval Order"), the approved Class Notice has  
7 been disseminated to the Settling Class.<sup>2</sup>

8 The purpose of this hearing is to determine whether the proposed settlement of the litigation  
9 should be finally approved. Plaintiffs Ella Brown, Roland Robinson, Samuel Umanzor, and Carlos  
10 Santos ("Plaintiffs") respectfully submit this memorandum in support of the unopposed motion for final  
11 approval and the proposed entry of the Final Approval Order and Judgment, submitted herewith. The  
12 settlement represents an excellent result for the Settling Class and avoids the delays, risks, and costs  
13 of further litigation. After disseminating the notice to the members of the Settling Class, there were  
14 **no objections and only three (3) requests for exclusion**, which means that almost the entire Settling  
15 Class has elected to participate in the Settlement. Blumenthal Decl. ¶4. This is a positive response  
16 from the Settling Class evidencing their collective approval of the settlement. As a result, Plaintiffs  
17 respectfully submit that the class settlement should be finally approved for the same reasons that the  
18 Court preliminarily approved the settlement as fair, reasonable, and adequate.

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<sup>1</sup> Capitalized terms are defined in the Agreement.

23  
24 <sup>2</sup> The "Settling Class Members" is defined as containing the following two subclasses. The  
25 "California Subclass is defined as "all individuals who are or previously were employed by United in  
26 California and classified as a non-exempt Fleet Service Employees or Passenger Services Employees  
27 at any time during the period February 14, 2015, to March 31, 2023." (Preliminary Approval Order,  
28 2:14-21). The FCRA Subclass" is defined as "all individuals who are or previously were employed by  
United in California and classified as a nonexempt Fleet Service Employees or Passenger Service  
Employees who, as a condition of employment, were required to submit to one or more background  
checks and/or consumer reports at any time during the period August 12, 2015 to March 31, 2023."  
(Joint Stipulation and Order to Modify Settlement and Final Approval Schedule, 6:6-12).

1 **II. THE SETTLEMENT BEFORE THE COURT**

2 The following is a table of the key financial terms of the Settlement and the proposed  
3 deductions:

- 4 **\$12,000,000** (Gross Settlement Value)  
5 - \$40,000 (Plaintiffs' proposed service awards not to exceed \$10,000 each)  
6 - \$120,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)  
7 - \$4,000,000 (Class Counsel Fees Payment - not to exceed amount)  
8 - \$250,000 (PAGA Penalties payment - 75% to LWDA / 25% to Aggrieved Employees)  
9 - \$52,500 (Settlement Administration Costs)  
10 **\$7,537,500** (Net Settlement Amount)

11 Plaintiffs and Defendant United Airlines, Inc. ("Defendant") reached a full and final settlement  
12 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.  
13 As consideration for this Settlement, the Gross Settlement Value to be paid by Defendant is Twelve  
14 Million Dollars (\$12,000,000). (Agreement at ¶ 10) Under the Settlement, the Gross Settlement Value  
15 consists of the compensation to the Settling Class, additional compensation to the Named Plaintiffs as  
16 class representatives, the cost of settlement administration and notice, and attorneys' fees and  
17 reimbursement of litigation costs and expenses to Class Counsel (as defined in Sections IV and IX of  
18 the Agreement), and all payments and disbursements under the Settlement including the employer's  
19 share of payroll taxes (with respect to those disbursements hereunder that will be treated as wages).  
20 This is a non-reversionary settlement, which means that once the Agreement is final and effective, no  
21 part of the GSV shall revert to Defendant. (Agreement at ¶ 12.) (Blumenthal Decl. ¶3(a). This is a  
22 non-reversionary settlement, which means that once the Agreement is final and effective, no part of the  
23 GSV shall revert to Defendant. (Agreement at ¶ 12.) None of the Gross Settlement Value will revert  
24 to Defendant, and Defendant will separately pay its share of payroll taxes applicable to Settling Class  
25 members' settlement payments. (*Id.*, ¶ 12.) Blumenthal Decl. ¶3(b).

26 The specific details of the Settlement were discussed in the Motion for Preliminary Approval  
27 and are set forth again in the Declaration of Blumenthal at ¶¶ 3(c)-3(i).

28 The Settlement is fair, adequate and reasonable to the Settling Class and should be finally  
approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that  
the settlement is "falls within the range of reasonableness". (Preliminary Approval Order at ¶ 1.) In  
sum, the Settlement valued at \$12,000,000 is an excellent result for the Settling Class. This result is

1 particularly favorable in light of the fact that liability and class certification in this case were far from  
2 certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses  
3 asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal,  
4 the proposed settlement is fair, reasonable and adequate, and should be finally approved. Blumenthal  
5 Decl. ¶3(j).

6 **III. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL**  
7 **OF CLASS ACTION SETTLEMENTS**

8 Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App. 4th 259,  
9 265 (1997). In evaluating settlements, the courts have long recognized that compromise is particularly  
10 appropriate since such litigation is difficult and notoriously uncertain. *7-Eleven Owners for Fair Fran.*  
11 *v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) ("[V]oluntary conciliation and settlement are  
12 the preferred means of dispute resolution. This is especially true in complex class action litigation.")

13 The court must decide whether the proposed settlement falls within the range of reasonable  
14 settlements, taking into account that settlements are compromises between the parties reflecting  
15 subjective, unquantifiable judgments concerning the risks and possible outcomes of litigation. *See*  
16 *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 246 (2001) ("The proposed settlement is not to be  
17 judged against a hypothetical or speculative measure of what might have been achieved had plaintiffs  
18 prevailed at trial.") In *Wershba*, the Court explained that "the merits of the underlying class claims are  
19 not a basis for upsetting the settlement of a class action." *Id.*; *see also 7-Eleven, supra*, at 1150.

20 In these cases, courts have repeatedly emphasized that there is a strong initial presumption that  
21 the compromise is fair and reasonable. *Wershba*, 91 Cal. App. 4th at 245. Accordingly, courts should  
22 not generally substitute their judgment for that of the parties who negotiated the settlement. *Id.* at 246.  
23 The presumption of fairness exists where: (1) investigation and discovery are sufficient to allow counsel  
24 and the court to act intelligently; (2) the settlement is reached through arm's-length bargaining; (3)  
25 counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal.  
26 App. 4th at 1801. As explained below, the facts and circumstances present here compel the conclusion  
27 that the proposed settlement satisfies that standard and the presumption applies.

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

2 The Court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v.*  
3 *Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Officers for Justice v. Civil Service*  
4 *Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The trial court has broad discretion to determine whether  
5 the settlement is fair. *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117 (2009). “The  
6 well-recognized factors that the trial court should consider in evaluating the reasonableness of a class  
7 action settlement agreement include 'the strength of plaintiffs' case, the risk, expense, complexity and  
8 likely duration of further litigation, the risk of maintaining class action status through trial, the amount  
9 offered in settlement, the extent of discovery completed and the stage of the proceedings, the  
10 experience and views of counsel, the presence of a governmental participant, and the reaction of the  
11 class members to the proposed settlement.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,  
12 128 (2008) (internal citations omitted); *see also Munoz v. BCI Coca-Cola Bottling Co. of L. A.*, 186 Cal.  
13 App. 4th 399, 408 (2010).

14 The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801.  
15 Due regard should be given to what is otherwise a private consensual agreement between the parties.  
16 *Id.* The inquiry “must be limited to the extent necessary to reach a reasoned judgment that the  
17 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,  
18 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Id.*  
19 “Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing,  
20 gross approximations and rough justice.' [Citation omitted.]” *Id.*

21 These factors are analyzed seriatim below, and all support final approval of the class action  
22 settlement before this Court, consistent with this Court’s Preliminary Approval Order.

23 **A. The Settlement Satisfies the California Test for Fairness**

24 1. The Investigation and Analysis of Documents are Sufficient to Allow Counsel  
25 and the Court to Act Intelligently

26 Over the course of more than five years of litigation, the Parties engaged in the investigation  
27 of the claims, including the production of documents, class data, and other information, allowing for  
28 the full and complete analysis of liabilities and defenses to the claims in this Action. The procedural

1 history and investigation performed was detailed at length in support of the motion for preliminary  
2 approval. The Settlement was the product of arms-length and contentious negotiations through an  
3 all-day mediation presided over by David A. Rotman, Esq., a respected and experience mediator of  
4 wage and hour class actions. The details of the litigation are set forth in the Blumenthal Decl. at ¶¶  
5 6(a)-6(h).

6 2. The Settlement was Reached Through Arm’s Length Bargaining

7 This Settlement is the result of extensive and hard-fought litigation as well as negotiations  
8 before an experienced and well-respected mediator. Defendant has expressly denied and continues to  
9 deny any wrongdoing or legal liability arising out of the conduct alleged in the Actions. Plaintiffs and  
10 Class Counsel have determined that it is desirable and beneficial to the Settling Class to resolve the  
11 Released Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified  
12 to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and  
13 settlement, and Class Counsel are experienced in wage and hour class actions, as Class Counsel has  
14 previously litigated and certified similar claims against other employers. Blumenthal Decl. ¶7(a);  
15 Declaration of Matthew George at ¶9; Declaration of James Hawkins at ¶¶ 4-9; Declaration of Shani  
16 Zakay at ¶3.

17 The Settlement was reached after extensive factual and legal investigation and research;  
18 significant written discovery along with depositions; review and analysis of documents and  
19 information, including payroll and timekeeping data pertaining to all Settling Class members; numerous  
20 discussions and exchanges between counsel; and extensive review of case law, pleadings and rulings  
21 in similar actions. The Parties attended multiple arms-length mediation sessions with David A. Rotman,  
22 a respected and experienced mediator of wage and hour class actions, before reaching this Settlement.  
23 In preparation for the mediation, Defendant provided Class Counsel with necessary information for the  
24 members of the Class, including time punch data, payroll data and information concerning the  
25 composition of the Class. Plaintiffs analyzed the data with the assistance of payroll damages expert,  
26 Berger Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.  
27 Following the second all-day mediation, the Parties agreed to this Settlement. Blumenthal Decl. ¶7(b).



1 The fact that the settlement was negotiated with the assistance of an experienced mediator  
2 supports approval. *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 666 (E.D. Cal. Jun 24, 2008); *Glass v. UBS*  
3 *Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476; 15 Wage & Hour Cas. 2d (BNA) 1330, at \*15 (N.D. Cal.  
4 2007) (“The settlement was negotiated and approved by experienced counsel on both sides of the  
5 litigation, with the assistance of a well-respected mediator with substantial experience in employment  
6 litigation[, and] this factor supports approval of the settlement”).

7 From March of 2023 to June of 2023, the Agreement and exhibits thereto were finalized and  
8 executed, and then presented by motion to this Court for preliminary approval. On August 4, 2023, the  
9 Court issued its Order granting preliminary approved of the settlement as fair and reasonable to the  
10 Class. On November 3, 2023, the Court issued its order granting the Parties’ Joint Stipulation to Modify  
11 Settlement and Final Approval Schedule which, in part, clarified the definition of the FCRA Subclass.  
12 Blumenthal Decl. ¶7(c).

### 13 3. Class Counsel is Experienced in Similar Litigation

14 Class Counsel in this matter has extensive class action experience and has represented thousands  
15 of persons in class actions including employment litigation and wage and hour actions. Class Counsel  
16 has previously litigated wage and hour class actions involving employees and claims similar to this case  
17 and have been approved as experienced class counsel during contested motions in state and federal  
18 courts throughout California. As such, Class Counsel is experienced and knowledgeable in this area  
19 of law. Blumenthal Decl. at ¶ 2 Declaration of Matthew George at ¶9; Declaration of James Hawkins  
20 at ¶¶ 4-9. Class Counsel have participated in every aspect of the settlement discussions and have  
21 concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.  
22 Blumenthal Decl. ¶ 3(j).

### 23 4. There Are No Objections and Only (3) Requests for Exclusion

24 The reaction of the Settling Class unequivocally supports approval of the Settlement. On  
25 November 14, 2023, the Administrator mailed the Court-approved Class Notice to the Settling Class  
26 members, which provided each class member with the terms of the Settlement, including notice of the  
27 claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service  
28 award that were being sought, how individual settlement awards would be calculated, and the specific,

1 estimated payment amount to that individual. See Declaration of Chantal Soto-Najera (“Soto-Najera  
2 Decl.”) ¶7, Exh. A. In disseminating the notice, the Administrator followed the notice procedures  
3 authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections  
4 and only (3) requests for exclusion. Soto-Najera Decl. ¶¶10-12. As such, almost the entire Settling  
5 Class will participate in the Settlement and will be sent a settlement check. Blumenthal Decl. ¶4.

6 The absence of any objector strongly supports the fairness, reasonableness and adequacy of the  
7 Settlement. See *In re Austrian & German Bank Holocaust Litigation*, 80 F. Supp. 2d 164, 175  
8 (S.D.N.Y. 2000) (“If only a small number of objections are received, that fact can be viewed as  
9 indicative of the adequacy of the settlement.”); *Stoetznor v. U.S. Steel Corp.*, 897 F.2d 115, 118-119  
10 (3d. Cir. 1990) (29 objections out of 281 member class “strongly favors settlement”); *Laskey v. Int’l*  
11 *Union*, 638 F.2d 954 (6th Cir. 1981) (The fact that 7 out of 109 class members objected to the proposed  
12 settlement should be considered when determining fairness of settlement). Here, because there are no  
13 objections, the approval of the class is evident.

#### 14 5. The Strength of Plaintiffs’ Case

15 The Actions generally allege that Plaintiffs and other Settling Class members were not properly  
16 paid all regular and overtime wages for hours worked, were not provided meal and rest periods, were  
17 not timely paid earned wages, were not provided reimbursement for required expenses, were not  
18 provided accurate itemized wage statements, were not paid all wages at the time of termination. The  
19 Actions seek unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal  
20 relief allegedly due and owing to Plaintiffs and the other Settling Class members by virtue of the  
21 foregoing claims. Blumenthal Decl. ¶5.

22 Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v.*  
23 *Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Here, a number of defenses asserted by  
24 Defendant present serious threats to the claims of the Plaintiffs and the other Settling Class members.  
25 Defendant maintains that its policies and practices are lawful and, in any event, resolution of each claim  
26 would require highly individualized analysis of the facts and circumstances of each Settling Class  
27 member's employment. Defendant maintains that because individualized issues would predominate  
28 over common facts, class certification and representative treatment likely would be deemed

1 inappropriate. Defendant contended that it maintains lawful policies, including policies strictly  
2 prohibiting off-the-clock work, and that it properly recorded all time worked. Defendant also contended  
3 that it has always provided legally compliant meal and rest periods to its employees. Defendant  
4 produced written policies that it alleged supported these contentions. Defendant maintained that it  
5 provided walkie-talkies and company phones to employees that needed them, and that any use of  
6 personal cellphones was voluntary and merely convenient to the employees, which therefore did not  
7 result in a duty to provide reimbursement under Labor Code 2802. Defendant argued that the decisions  
8 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal.  
9 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened  
10 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.  
11 Defendant also argues that based on its facially lawful practices, they acted in good faith and without  
12 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate  
13 wage statements. If successful, Defendant's defenses could eliminate or substantially reduce any  
14 recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant  
15 maintains these defenses have merit and therefore present a serious risk to recovery by the Settling  
16 Class. Blumenthal Decl. ¶8(a).

17 In a similar wage and hour case, the federal district court in *Hopson v. Hanesbrands Inc.*, 2009  
18 U.S. Dist. LEXIS 33900 (N.D. Cal. 2009), explained in approving an overtime class action settlement:

19 Plaintiffs may have a strong case, but the risks inherent in continued litigation are great.  
20 Defendants strongly deny liability for Plaintiffs' principal claim that full-time Service  
21 Associates were misclassified as exempt. In addition to the uncertainties raised by  
22 Defendants at the preliminary stage regarding Plaintiffs' chance of success in this case,  
23 Defendants notes that the question of an employer's duty to provide rest and meal  
24 periods is an open one, signaling even less certainty for Plaintiffs. [...T]he gross  
25 settlement amount and the Class Members' expected net recovery, after fees and other  
26 costs are deducted, appear to be a reasonable compromise, in light of the risks of  
27 litigation.

28 2009 U.S. Dist. LEXIS 33900 at \*19-20 (N.D. Cal. 2009); *see also Browning v. Yahoo!, Inc.*, 2007  
U.S. Dist. LEXIS 86266, at \*30 (N.D. Cal. 2007) (“In considering the strength of Plaintiff's case, legal  
uncertainties at the time of settlement - particularly those which go to fundamental legal issues - favor  
approval.”). As recognized in a federal decision approving settlement of an overtime wage class action:

1 The potential complexity and possible duration of trial also weigh in favor of granting  
2 final approval. Plaintiffs acknowledge the difficulties of proving damages, recognize the  
3 uncertainty of outcome, and believe defendant would appeal in the event of adverse  
4 judgment. A post-judgment appeal would require many years to resolve and delay  
5 payment to class members. Plaintiffs believe the benefits of a guaranteed recovery today  
6 outweigh an uncertain future result. Accordingly, plaintiffs argue, and the Court agrees,  
7 the actual recovery confers substantial benefits on the class that outweigh the potential  
8 recovery through full adjudication.

9 *Barcia v. Contain-A-Way, Inc.*, 2009 U.S. Dist. LEXIS 17118, \*9 (S.D. Cal. 2009); *see also Louie v.*  
10 *Kaiser Foundation Health Plan, Inc.*, 2008 U.S. Dist. LEXIS 78314, \*14 (S.D. Cal. 2008).

11 There was also a significant risk that, if the Actions were not settled, Plaintiffs would be unable  
12 to obtain class certification and thereby not recover on behalf of any employees other than themselves.  
13 Defendant argued that the individual experience of each putative class member varied with respect to  
14 the claims. Defendant could also contest class certification by arguing injury and good faith were case-  
15 by-case determinations that precluded class certification. Plaintiff is aware of other cases where class  
16 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885  
17 (2019) (denying certification of rest break claims). Finally, even if class certification was successful,  
18 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59  
19 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the  
20 class has been certified. While other cases have approved class certification in wage and hour claims,  
21 class certification in this action would have been hotly disputed and was by no means a foregone  
22 conclusion. Blumenthal Decl. ¶8(b).

23 In sum, the Settlement is a fair and reasonable result, and provides the Settling Class with a  
24 significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious  
25 and substantial defenses both to liability and to class certification. Currently, the maximum and  
26 average class member allocations are \$2,013.99 and \$865.25, respectively. Soto-Najera Decl. at ¶14.  
27 Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the  
28 proposed Settlement is fair, reasonable and adequate. Blumenthal Decl. at ¶8(e).

#### 6. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

As demonstrated by the decision in *Duran*, the complexities and duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event

1 of an adverse judgment. A post-judgment appeal by Defendant would have required many more years  
2 to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the  
3 case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today  
4 outweigh an uncertain result three or more years in the future. Blumenthal Decl. ¶8(c).

5 Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendant  
6 through possible appeals which could take at least another two or three years. Class Counsel also have  
7 taken into account the uncertain outcome, the risk of litigation, especially in complex actions such as  
8 this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and  
9 alleged defenses to, the claims asserted in the Actions. Moreover, post-trial motions and appeals would  
10 have been inevitable. Costs would have mounted and recovery would have been delayed if not denied,  
11 thereby reducing the benefits of an ultimate victory. Plaintiffs and Class Counsel believe that the  
12 Settlement confers substantial benefits upon the Settling Class. Based upon their evaluation, Plaintiffs  
13 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest  
14 of the Settling Class. Blumenthal Decl. ¶8(c).

15 Although Plaintiffs and Class Counsel believe that their case has merit, which Defendant  
16 continues to vigorously deny, they recognized the potential risks both sides would face if litigation of  
17 these Actions continued. As the federal court held in *Glass*, where the parties faced uncertainties  
18 similar to those in this litigation:

19 In light of the above-referenced uncertainty in the law, the risk, expense, complexity,  
20 and likely duration of further litigation likewise favors the settlement. Regardless of  
21 how this Court might have ruled on the merits of the legal issues, the losing party likely  
22 would have appealed, and the parties would have faced the expense and uncertainty of  
23 litigating an appeal. "The expense and possible duration of the litigation should be  
24 considered in evaluating the reasonableness of [a] settlement."

25 *Id.* at \*12.

#### 26 7. The Amount Offered in Settlement

27 The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses  
28 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval  
which discussed the value of the class claims in detail, the Gross Settlement Value compares favorably  
to the value of the claims. The calculations to compensate for the amount due to the Settling Class

1 members at the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger  
2 Consulting, in advance of mediation. Class Counsel analyzed the data for Settling Class members and  
3 determined the potential maximum damages for the class claims to be approximately \$57,284,452.<sup>3</sup>  
4 Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Blumenthal Decl. ¶8(d).

5 Consequently, the Gross Settlement Value, after deducting the amount allocated to the FCRA  
6 Subclass, represents approximately 20% of the potential maximum damages at issue for the Settling  
7 Class in this case, assuming these amounts could all be proven in full.<sup>4</sup> The above maximum  
8 calculations should then be adjusted in consideration for both the risk of class certification and the risk  
9 of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to  
10 the potential value of the claims, the Settlement is most certainly fair and reasonable.<sup>5</sup> Clearly, the goal  
11 of this litigation has been met. Blumenthal Decl. ¶8(d).

12 **V. THE REQUESTED ATTORNEYS' FEES, COSTS AND SERVICE AWARDS SHOULD**  
13 **BE APPROVED**

14 **A. The Attorneys' Fees are Reasonable and Supported by the Percentage of the Fund**  
15 **Method**

16 Class Counsel seeks a fee award calculated at one-third (1/3) of the total value of the settlement  
17 for the successful prosecution and resolution of this action. California state and federal courts have

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18 <sup>3</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
19 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
20 asserted by Defendant, including, a good faith dispute defense as to whether any wages were owed  
21 given Defendant's position that Plaintiffs were properly compensated. *See Nordstrom Commission*  
*Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and  
employee have a good faith dispute as to whether and when the wages were due.").

22 <sup>4</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included the  
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the  
Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

24 <sup>5</sup> *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*  
*v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12 (N.D. Cal. 2015) (granting final approval  
26 where "the proposed Total Settlement Amount represents approximately 10% of what class might have  
been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D.  
27 Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value);  
28 *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 recognized that an appropriate method for determining award of attorneys' fees is based on a  
2 percentage of the total value of benefits to class members by the settlement. *Wershba v. Apple*  
3 *Computer, Inc.*, 91 Cal. App. 4<sup>th</sup> 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (Cal. 1977);  
4 *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759,  
5 769 (9th Cir. 1997). The purpose of this equitable doctrine is to avoid unjust enrichment to the Settling  
6 Class and to "spread litigation costs proportionally among all the beneficiaries so that the active  
7 beneficiary does not bear the entire burden alone." *Vincent*, 557 F.2d at 769.

8 The California Supreme Court has provided guidance regarding the award of attorneys' fees in  
9 wage and hour class action settlements. Under California law, the award of attorneys' fees in common  
10 fund wage and hour class action settlements should start with the percentage method. See *Laffitte v.*  
11 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state  
12 courts in holding that when class action litigation establishes a monetary fund for the benefit of the  
13 class members, and the trial court in its equitable powers awards class counsel a fee out of that fund,  
14 the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the  
15 fund created"). Under the percentage of the fund method, a court's objective remains to "mimic the  
16 market" in fixing a reasonable fee. See *Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998).

17 First, the fee award representing one-third of the fund clearly falls within that range and is  
18 consistent with other rulings of other courts and comprehensive surveys of class action settlements and  
19 fee awards. Attorneys' fees awards of one-third of the fund are within the expected range in the market  
20 in legal services. See Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Award*,  
21 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that  
22 "[m]ost fee awards were between 25 percent and 35 percent"). In *Laffitte*, the Court expressly approved  
23 a one-third fee award. Such similar awards by other Courts are set forth in the Blumenthal Decl. ¶11.

24 Second, the results delivered by Class Counsel also support the requested percentage of the  
25 fund. Here, Plaintiffs and their counsel secured a \$12,000,000 settlement for the benefit of the Settling  
26 Class. The Settlement was possible only because Class Counsel was able to convince Defendant that  
27 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class  
28 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be.

1 Blumenthal Decl. ¶10(f). In successfully navigating these hurdles Class Counsel displayed the  
2 necessary skills in both wage and hour and class action litigation. Moreover, as discussed above, there  
3 were significant risks to the contingent litigation. See *Barbosa v. Cargill Meat Solutions Corp.*, 297  
4 F.R.D. 431, 449 (E.D. Cal. 2013) (“**Like this case, where recovery is uncertain, an award of**  
5 **one-third of the common fund as attorneys' fees has been found to be appropriate.**”)

6 Third, “the response of the class members to attorneys’ fee notice, though not decisive, is  
7 relevant to the ... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261,  
8 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s “approximation of the  
9 market” for fees is well supported. *Id.* at 1269. Here, the Class Notice specifically notified the Settling  
10 Class that Class Counsel would be seeking a one-third fee award. Again, there were no objections.

11 Fourth, one of the primary factors justifying an enhanced attorney’s fees reward is the attendant  
12 risks inherent in the litigation. For Class Counsel, the fees here were wholly contingent in nature and  
13 the case presented far more risk than the usual contingent fee case. Among the risks was the cost  
14 inherent in class action litigation, as well as a long battle with a corporate Defendant who had retained  
15 a premier and highly experienced defense firm. **Counsel retained on a contingency fee basis, whether**  
16 **in private matters or in class action litigation, is entitled to a premium above their hourly rate**  
17 **in order to compensate for both the risks and the delay in payment.** See e.g. *Stanger v. China Elec.*  
18 *Motor, Inc.*, 812 F.3d 734, 741 (9th Cir. 2016) (courts "must" apply a risk enhancement); *Stetson v.*  
19 *Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016) (abuse of discretion not to apply risk multiplier).

20 Fifth, the requested fee award is supported by the lodestar cross-check. The reasonableness of  
21 the requested attorneys’ fee of one-third equal to \$4,000,000 is also established by reference to Class  
22 Counsel’s lodestar in this matter. The contemporaneous billing records for Class Counsel evidence that  
23 through March 11, 2024, Class Counsel’s total lodestar is \$2,360,091.00, with additional fees still to  
24 be incurred to complete final approval and the settlement process. (Blumenthal Decl. at ¶12 [lodestar  
25 of \$744,110.00]; Declaration of Matthew George at ¶7 [lodestar of \$904,093.50]; Declaration of  
26 Michael Nourmand at ¶8 [lodestar of \$492,100]; Declaration of James Hawkins at ¶11 [lodestar of  
27 \$207,890.00]; Declaration of Shani Zakay at ¶4 [lodestar of \$11,867.50].) The requested fee award is  
28 therefore currently equivalent to Class Counsel’s total lodestar with a multiplier of 2.1. and there will



1 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
2 settlement distribution. (Blumenthal Decl. at ¶12.) Such a multiplier is well within the range of  
3 positive multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d  
4 1043, 1051 (9th Cir. 2002).<sup>6</sup>

5 For such reasons, Class Counsel's request for attorneys' fees in the amount of one-third of the  
6 common fund is fair and reasonable and should be approved.

### 7 **B. The Reimbursement of Litigation Expenses**

8 The Agreement provides at paragraph 40, that Class Counsel may seek "reasonable and  
9 necessary costs and expenses (including expenses incurred by Named Plaintiffs in the prosecution of  
10 this action) in an amount documented by Class Counsel's billing statements." Class Counsel requests  
11 reimbursement for incurred litigation expenses and costs in the amount of \$111,127.72 based upon  
12 counsel's billing records which evidence total expenses of \$111,127.72. The requested expense  
13 reimbursement is equal to the actual expenses incurred, with the difference to be retained in the Net  
14 Settlement Amount to be distributed to the Class.<sup>7</sup> The details of the litigation expenses incurred are  
15 set forth the Blumenthal Decl. at ¶13 (\$74,817.70), Declaration of Michael Nourmand at ¶13  
16 (\$10,480.40), Declaration of Matthew George at ¶8 (\$21,595.97), and Declaration of James Hawkins  
17 at ¶19 (\$4,233.65). Because these costs were reasonable and necessary to the successful prosecution  
18 of these claims, the request is reasonable and should be granted.

### 19 **C. The Service Award Is Reasonable and Should be Approved**

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20  
21 <sup>6</sup> See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*  
22 *supra*, at 1051(3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278  
23 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba v. Apple*  
24 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*  
25 *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) (2.26 multiplier).

26 <sup>7</sup> Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821  
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,  
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,  
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*  
*Lojack Corp., Inc.*, 2012 WL 3151077, at \*12 (C.D. Cal. 2012).

1 Plaintiffs respectfully submit that for their service as the class representatives, Plaintiffs should  
2 be awarded the agreed service award of \$10,000 each, in accordance with the Agreement for their time,  
3 risk and effort expended on behalf of the Class. (Agreement at ¶ 41.) Defendant has agreed to this  
4 payment and there have been no objections to the requested service awards. The Blumenthal Decl., at  
5 ¶14, provides a long list of equivalent service awards approved in California in similar cases, which  
6 further supports the request in this case. Declarations are submitted in support of this request.

7 As the representatives of the Class, Plaintiffs performed their duty to the Settling Class  
8 admirably and without exception. Plaintiffs worked extensively with Class Counsel during the course  
9 of the litigation, responding to numerous requests, searching for documents, working with counsel, and  
10 reviewing the settlement documentation. (Blumenthal Decl. at ¶ 14.) As set forth in the Agreement,  
11 the Plaintiffs are also providing a comprehensive release as part of the Settlement, far beyond the class  
12 release. Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to  
13 Defendant, as well as the reputational risk of being “blacklisted” by other future employers.  
14 (Blumenthal Decl. at ¶15.) Without the Plaintiffs’ participation, cooperation and information, no other  
15 employees would be receiving any benefit. (Blumenthal Decl. at ¶¶ 15-16).

16 The payment of service awards to successful class representatives is appropriate and the amount  
17 of \$10,000 is well within the currently awarded range for similar settlements. *See e.g. Mathein v. Pier*  
18 *1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two  
19 service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS  
20 173698 (approving \$10,000 service award); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268  
21 (N.D. Cal. 2015) (approving \$10,000 award). Accordingly, Plaintiffs respectfully request approval of  
22 the requested Service Awards in accordance with the Agreement.

23 **VI. CONCLUSION**

24 Plaintiffs respectfully submit that the proposed settlement satisfies the standard of fairness  
25 established in California law and should therefore be finally approved as fair, reasonable and adequate  
26 and request entry of the Final Approval Order and Judgment.

27 Dated: March 13, 2024 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**  
28 By: /s/ Kyle Nordrehaug  
Kyle R. Nordrehaug, Esq.

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

13 **IN AND FOR THE COUNTY OF SAN DIEGO**

14 **IN RE UNITED AIRLINES WAGE AND  
15 HOUR CASES**

16 Included Actions:

17 ELLA BROWN v. UNITED AIRLINES,  
18 INC.,

19 San Diego County Superior Court  
20 Case No. 37-2019-00008533-CU-OR-CTL  
21 (Lead Case) (filed on February 14, 2019)

22 ROBINSON v. UNITED AIRLINES, INC.

23 Alameda County Superior Court  
24 Case No. RG19014578

25 (Filed on April 11, 2019)  
26 SANTOS v. UNITED AIRLINES, INC.

27 San Francisco County Superior Court  
28 Case No. CGC-20-585926

SANTOS v. UNITED AIRLINES, INC.

San Francisco County Superior Court  
Case No. CGC-20-587208

**Case No. JCCP 5187**

**DECLARATION OF CHANTAL SOTO-  
NAJERA REGARDING CLASS  
NOTIFICATION AND CLAIMS  
ADMINISTRATION**

Hearing Date: April 5, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal

Dept.: 69

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**03/13/2024** at 05:04:00 PM

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By Melissa Reyes, Deputy Clerk

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27 Attorneys for Defendant  
28 United Airlines, Inc.

1 **DECLARATION OF CHANTAL SOTO-NAJERA**

2 I, Chantal Soto-Najera, hereby declare:

3 1. I am employed as a case manager by CPT Group, Inc. (“CPT”), the Court-approved class  
4 action settlement administrator, for the *United Airlines Wage and Hour Cases* settlement. As the case  
5 manager for this settlement, I have personal knowledge of the information provided herein, and if called as  
6 a witness, I could and would accurately testify thereto.

7 2. CPT has extensive experience in providing notice of class actions and administering class  
8 action settlements. For over 30 years, CPT has provided notification and/or claims administration services  
9 in thousands of class action cases. Pursuant to the Settlement Agreement for this matter, CPT was  
10 responsible for establishing and maintaining a non-interest bearing account for the GSV; (ii) mailing the  
11 class notices; receiving and logging adjustment forms and requests for exclusion; (iii) researching and  
12 updating addresses through skip-traces and similar means; (iv) answering questions from the Settling Class  
13 members; (v) reporting on the status of the Settlement to the Settling Parties; (vi) preparing a declaration  
14 regarding its due diligence in the claims administration process; (vii) providing the Settling Parties with  
15 data regarding the filing of adjustment forms and requests for exclusion; (viii) calculating and distributing  
16 settlement checks; (ix) calculating tax obligations; (x) remitting any and all tax obligations, including (at  
17 United’s sole election) the employer’s share of payroll taxes, to the appropriate taxing authorities;(xi)  
18 processing the PAGA Allocation; (xii)and doing such other things as the Settling Parties may direct.

19 3. CPT received the Court-approved text for the Notice Packet from Class Counsel on August  
20 9, 2023.

21 4. CPT finalized a 12-page Settlement Class Notice and a 2-page Adjustment Form (Notice  
22 Packet). CPT received written approval from all parties and a sufficient number were printed to mail to all  
23 Settling Class Members. Attached hereto as Exhibit “A” is a true and correct copy of the Notice Packet.

24 5. Between August 30,2023 and October 16, 2023, counsel for Defendants provided CPT  
25 with a list of Settling Class Members (“Class List”). The Class List included (a) each Settling Class  
26 Member’s name, (b) last-known mailing address, (c) Social Security Number, (d) employment dates during  
27 the California Class Period, and (e) whether he/she qualified as FCRA subclass member. The Class List  
28

1 contained 8,769 Settlement Class Members.

2 6. On November 9, 2023, CPT conducted a National Change of Address (NCOA) search to  
3 update the Settling Class Members' addresses as accurately as possible. A search of this database provides  
4 updated addresses for any individual who has moved in the previous four years and has notified the U.S.  
5 Postal Service of his or her change of address. As a result of the NCOA search, CPT was able to locate  
6 516 new addresses.

7 7. The Notice Packets were enclosed in envelopes with the individual Settling Class  
8 Member's name and last-known address visible on the envelope. On November 14, 2023, the Notice  
9 Packets were mailed via U.S. first class mail to all 8,769 Settling Class Members. The deadline for Settling  
10 Class Members to submit a dispute, request for exclusion, or objection to the settlement was January 16,  
11 2024.

12 8. As of the date of this declaration, 317 Notice Packets have been returned to our office by  
13 the Post Office, for which 13 new addresses were provided by the Post Office and re-mailed. For the  
14 remaining 304 Notice Packets, CPT performed a skip-trace to locate a better address using Accurint, one  
15 of the most comprehensive address databases available. Accurint utilizes hundreds of different databases  
16 supplied by credit reporting agencies, public records and a variety of other national databases.

17 9. As a result of either a skip trace, request from counsel or the Settling Class Member, a total  
18 of 259 Notice Packets have been re-mailed to date. Additionally, 41 Notice Packets had a forwarding  
19 address, which were re-mailed by the Post Office. Ultimately, there are 61 Notice Packets undeliverable  
20 with no forwarding address, where no new addresses could be found through skip trace.

21 10. The deadline in the Notice Packet for the submission of written objections was January 16,  
22 2024. As of the date of this declaration, CPT has not received any objections to the settlement.

23 11. The deadline in the Notice Packet for the submission of Adjustment Forms was January  
24 16, 2024. As of the date of this declaration, CPT has received 4 Adjustment Forms wishing to dispute the  
25 information upon which their Settlement Payment will be calculated. Two Adjustments Forms were  
26 missing supporting documentation. Pursant to the Settlement Agreement, class members must submit  
27 supporting documentation with their dispute. CPT mailed a letter to the class member requesting  
28

1 documentation which indicated a deadline of January 30, 2024. As of the date of this declaration no  
2 response has been received. CPT forwarded the other 2 disputes to Counsel for review. For 1 dispute, it  
3 was determined in favor of the class member as for the other, it was denied.

4 12. The deadline in the Notice Packet for the submission of requests for exclusion was January  
5 16, 2024. As of the date of this declaration, CPT has received three (3) requests for exclusion from the  
6 settlement. The class members requesting exclusion are Christopher D. Siemer, Lisa M. Nano, and Robert  
7 P. Bezzina.

8 13. As of this date, there are 8,766 Participating Class Members who will be paid their portion  
9 of the Net Settlement Amount, estimated to be \$7,537,500.00 and which assumes maximum awards  
10 pursuant to the settlement. The Net Settlement Amount available to pay Settling Class Members was  
11 determined as follows:

12		
13		
14	Gross Settlement Value (GSV)	\$12,000,000.00
15	Less Attorneys' Fees	-\$4,000,000.00
16	Less Litigation Costs	-\$120,000.00
17	Less Lead Plaintiff Ella Brown's Service Award	-\$10,000.00
18	Less Lead Plaintiff Roland Robinson's Service Award	-\$10,000.00
19	Less Lead Plaintiff Samuel Umanzor Service Award	-\$10,000.00
20	Less Lead Plaintiff Carlos Santos Service Award	-\$10,000.00
21	Less PAGA Penalties to LWDA	-\$187,500.00
22	Less Payments to the Aggrieved Employees	-\$62,500.00
23	Less Settlement Administration Costs	-\$52,500.00
24	<hr/>	
25	Net Settlement Amount (NSA)	\$7,537,500.00

26 14. Therefore, CPT will report a total of 8,766 participating Settling Class Members will be  
27 sent an individual settlement payment, which represents 99.96% participation rate. The 4,272 FCRA Class  
28 Members will each receive flat payment of \$75 per person, for a total amount t of \$320,400.00 to be paid  
to the FCRA Subclass from the Net Settlement Wavalue. For the Claifornia Subclass Members, the highest  
individual settlement payment is approximately \$2,013.99 and the average individual settlement payment  
is approximately \$865.25.

15. CPT's charge for services rendered to perform its duties and responsibilities pursuant to



1 the terms of the settlement is \$52,500.00. This includes all costs incurred to date, as well as estimated costs  
2 for completing the administration and disbursement of the settlement.

3  
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
5 and correct. Executed on March 13, 2024 at Irvine, California.

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8 *Chantal Soto-Najera*

9 Chantal Soto-Najera  
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# EXHIBIT A

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

To: All current or former employees of United Airlines, Inc. (“United”), who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023; *and/or* (ii) individuals who are or previously were employed by United in California and classified as a nonexempt Fleet Service Employees or Passenger Service Employees who, as a condition of employment, were required to submit to one or more background checks and/or consumer reports at any time during the period August 12, 2015, to March 31, 2023

**PLEASE READ THIS NOTICE CAREFULLY.** It pertains to a class action that may affect your rights.

If you wish to exclude yourself from the settlement, you must make a written and signed request for exclusion so that it is actually received by the Settlement Administrator with a postmark no later than **January 16, 2024**.

**PLEASE DO NOT CONTACT UNITED’S MANAGEMENT OR HUMAN RESOURCES REGARDING THIS NOTICE.** Questions should be directed to the Settlement Administrator as described herein.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims as detailed in Section 4 below.  <b>Your estimated Settlement Share is: &lt;&lt;estAmount&gt;&gt; See the explanation below.</b>  After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Administrator as explained below.
<b>Exclude Yourself</b>	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. <b>If you request exclusion, you will receive no money from the Class Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a share of the PAGA Allocation.</b>  Instructions are set forth below.
<b>Object</b>	Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. You cannot both exclude yourself and object.  Directions are provided below.

Pursuant to the orders dated **August 4, 2023 and November 3, 2023**, of the Superior Court of the State of California, County of San Diego, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached between the parties in a coordinated proceeding pending in the Superior Court of the State of California, County of San Diego (the “Court”), *In re: United Airlines Wage and Hour Cases*, Case No. JCCP 5187 (the “Lawsuit”). The following cases, involving the claims listed below, are included in the Lawsuit:

1. *Brown v. United Airlines, Inc.*, Superior Court of the State of California, County of San Diego Case No. 37-2019-00008533 (“*Brown*”), which alleges the following violations of California law: (1) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; (2) failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code § 510; (4) failure to provide meal breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to pay minimum wage in violation of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*; and (7) violation of California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).
2. *Robinson v. United Airlines, Inc.*, Superior Court of the State of California, County of Alameda Case No. RG19014578 (“*Robinson*”), which alleges the following violations of California law: (1) failure to pay minimum and overtime wages pursuant to California Labor Code §§ 200, 510, 1194, 1194.2, and 1197; (2) failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512; (3) failure to provide rest periods pursuant to California Labor Code § 226.7; (4) failure to provide accurate itemized wage statements pursuant to California Labor Code § 226; (5) failure to timely pay final wages upon termination pursuant to California Labor Code §§ 201-203; (6) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; and (7) violation of PAGA.
3. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-585926 (“*Santos P*”), which alleges the following violations of California law: (1) violation of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”) by failing to make proper disclosures; (2) violation of the FCRA by failing to obtain proper authorizations; (3) failure to make proper disclosures in violation of the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.* (“CCRAA”), including violations of Labor Code § 1024.5; (4) failure to make proper disclosures in violation of California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.* (“ICRAA”); (5) failure to accurately pay wages under California Labor Code §§ 227.3, 245-249, 510, 1194, 1197, 1198, and Wage Order 9-2001; (6) failure to provide lawful meal periods under California Labor Code §§ 218.6, 226.7, 512, Civil Code § 3287, and Wage Order 9-2001; (7) failure to authorize and permit lawful rest periods under California Labor Code § 226.7 and Wage Order 9-2001; (8) failure to

timely pay wages owed upon separation from employment under California Labor Code §§ 201, 202, and 203; (9) knowing and intentional failure to comply with itemized wage statement requirements under California Labor Code §§ 226 & 246; and (10) unfair competition in violation of California Business & Professions Code §§ 17200 *et seq.*

4. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-587208 (“*Santos II*”), which alleges a single claim for violation of PAGA, based on alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, and 2802, Wage Order 9-2001, and California Code of Regulations, Title 8 §§ 11000 *et seq.*

The Lawsuit is brought on behalf of all current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 (“California Subclass Members”); *and/or* (ii) All individuals who are or previously were employed by United in California and classified as a nonexempt Fleet Service Employees or Passenger Service Employees who, as a condition of employment, were required to submit to one or more background checks and/or consumer reports at any time during the period August 12, 2015, to March 31, 2023 (“FCRA Subclass Members”) (collectively with the California Subclass Members, the “Settling Class” or “Settling Class Members”).

The Court has preliminarily approved the Settlement and conditionally certified the Settling Class for purposes of the Settlement only. The Court has not ruled on the validity of Plaintiffs’ claims, and United denies all allegations made in the Lawsuit. You have received this notice because United’s records indicate that you may be a member of the Settling Class. This notice is designed to inform you of the Settlement’s terms.

Depending on the actions you take (or do not take), one of three things will happen:

1. ***If you do nothing***, and the Settlement receives approval from the Court, a payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against United and the other Releasees;
2. ***If you timely submit a Request for Exclusion***, you will not be a member of the Settling Class and will no longer be part of the Lawsuit. You will not receive a payment, but all your potential claims will be preserved, even if the Settlement receives final approval from the Court; or
3. ***If you timely submit an Adjustment Form***, and if the Settlement receives final approval from the Court, the

Settlement Administrator will review the records you provide and may, or may not, adjust the calculation used to arrive at your payment. Regardless of what the Settlement Administrator decides, payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against United and the other Releasees.

## **I. BACKGROUND OF THE CASE**

Plaintiff Ella Brown (“Plaintiff Brown”), a ramp agent employee of United formerly based at San Diego International Airport, initiated the *Brown* action on February 14, 2019, and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Brown’s allegations. On March 11, 2019, Plaintiff Roland E. Robinson (“Plaintiff Robinson”), a former lead ramp service employee based out of San Francisco International Airport, initiated the *Robinson* action and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Robinson’s allegations. On August 12, 2020, Plaintiff Carlos Santos (“Plaintiff Santos”) initiated the *Santos I* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. On August 11, 2020, Plaintiff Santos initiated the *Santos II* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. Plaintiff Brown, Plaintiff Robinson, and Plaintiff Santos are referred to collectively herein as the “Plaintiffs.”

On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to coordinate *Brown* with *Robinson*. The Petition for Coordination was assigned Case No. JCCP 5187 (San Diego County Superior Court). On August 3, 2021, the Judicial Council of California (“JCC”) assigned the JCCP action to Judge Katherine A. Bacal. On December 10, 2021, the Court heard oral argument and issued an order the same day coordinating *Brown* and *Robinson*. On April 11, 2022, the Court added *Santos I* and *Santos II* to JCCP 5187.

United believes all claims in the Lawsuit, as well as all claims in the constituent actions *Brown*, *Robinson*, *Santos I*, and *Santos II*, are meritless and contends that at all times it has complied with relevant federal and California law as said law applies to the Settling Class.

On January 28, 2021, United and Plaintiffs, represented by their counsel, engaged in mediation before private mediator David A. Rotman. The case did not settle that day, and a second day of mediation before Mediator Rotman occurred on December 6, 2022. The December 6, 2022 mediation resulted in a mediator’s proposal, which all participating parties accepted on or about December 16, 2022.

Over the course of the Lawsuit, Plaintiffs and United have engaged in significant discussion of the validity of the

legal claims at issue, have exchanged extensive documents and information, and have engaged in motion practice and appeals, all of which have allowed Plaintiffs and United to fully assess the value of the claims involved. Subject to the Court's approval, Plaintiffs and United have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. Plaintiffs and United, and their counsel, have concluded that the Settlement is advantageous, considering the risks, uncertainties, and costs to each side of continued litigation. Plaintiffs and their Counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settling Class.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by United that Plaintiffs' claims have any merit or that United has any liability to Plaintiffs or the Settling Class on those claims, or that class treatment of those claims would be appropriate in litigation (as opposed to settlement).

As a Settling Class Member, your rights will be affected by the Settlement unless you elect to exclude yourself by timely filing a Request for Exclusion.

## **II. SUMMARY OF THE SETTLEMENT**

Assuming the Settlement receives final approval from the Court, United shall make available a total amount of twelve million United States dollars and zero cents (\$12,000,000.00) (the "Gross Settlement Value" or "GSV") in consideration for the settlement of the Lawsuit and the related release of all claims Plaintiffs, and certain specified claims of the Settling Class Members, may have against United. The following amounts shall be deducted from the Gross Settlement Value: (i) attorneys' fees and reimbursement of litigation costs and expenses to attorneys for the Settling Class ("Class Counsel," as defined below), to the extent approved by the Court; (ii) an Enhancement Award to Plaintiffs for their service as class representatives and their efforts in bringing the Lawsuit, to the extent approved by the Court; and (iii) the cost of claims administration and notice, to the extent approved by the Court. The Gross Settlement Value, less these items, is referred to as the "Net Settlement Value" or "NSV."

### **A. Who Is Included in the Settlement?**

All current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 ("California Subclass Members");

and/or (ii) All individuals who are or previously were employed by United in California and classified as a nonexempt Fleet Service Employees or Passenger Service Employees who, as a condition of employment, were required to submit to one or more background checks and/or consumer reports at any time during the period August 12, 2015, to March 31, 2023 (“FRCA Subclass Members”).

**B. Who Is Representing the Settling Class?**

The attorneys for the Settling Class (“Class Counsel”) are:

Norman B. Blumenthal  
Kyle R. Nordrehaug  
**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: 858-551-1223  
Facsimile: 858-551-1232  
Email : kyle@bamlawca.com

Michael Nourmand  
James A. De Sario  
**THE NOURMAND LAW FIRM, APC**  
8822 West Olympic Boulevard  
Beverly Hills, CA 90211  
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Laurence D. King  
Matthew B. George  
**KAPLAN FOX & KILSHEIMER LLP**  
1999 Harrison Street, Suite 1560  
Oakland, California 94612  
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James R. Hawkins  
Christina M. Lucio  
**JAMES HAWKINS APLC**  
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Facsimile: 415-772-4707

Shani O. Zakay  
**ZAKAY LAW GROUP, APLC**  
5440 Morehouse Drive, Suite 5400  
San Diego, CA 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203



**C. When Is the Class Period?**

For California Subclass Members, the class period is from February 14, 2015 to March 31, 2023. For FCRA Subclass Members the class period is from August 12, 2015 to March 31, 2023.

**D. What Will I Receive from the Settlement?**

The Settlement Administrator shall distribute a settlement payment to each Settling Class Member. For California Subclass Members, this amount will be distributed from the Net Settlement Value and will be calculated based on the number of workweeks the California Subclass Member was actively employed in California. For FCRA Subclass Members, the amount will be distributed from the Net Settlement Value and each FCRA Class member will receive a payment of \$75 dollars. The enclosed Adjustment Form contains an estimate of the payment you may be eligible to receive. Please note that this amount may increase or decrease without further notice to you. If you disagree with the information on the Adjustment Form, you may follow the directions on that form to submit your proposed corrected information and supporting documentation to the Settlement Administrator. The Settlement Administrator will have final authority to resolve any such disputes.

**E. When Will I Receive My Settlement Payment?**

The Settlement Payments will be paid after the Court grants preliminary approval of the Settlement and the Settlement Administrator (as defined below) certifies to the Court that it sent Class Notice to each member of the Settling Class, how many Class Notices were returned as undeliverable, and how many Settling Class Members will be participating in the Settlement. It is up to you to maintain a current address with the Settlement Administrator so that if this Settlement is preliminarily approved, your payment will go to the correct address.

**F. Who Is Administering the Settlement?**

The Court has appointed the following as Settlement Administrator:

United Airlines Wage and Hour Cases  
c/o CPT Group, Inc.  
50 Corporate Park,  
Irvine, California 92606  
1 (888) 510-2143  
[www.cptgroupcaseinfo.com/airlinewageandhoursettlement](http://www.cptgroupcaseinfo.com/airlinewageandhoursettlement)

The Settlement Administrator will mail forms, receive forms back, calculate payments, distribute checks, and answer basic questions about the Settlement.

**G. What Claims Are Being Released?**

Upon full funding of the GSV, Settling Class Members (other than those who submit a Request for Exclusion) will release, discharge, and covenant not to sue United, including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with United, or any of them (individually and collectively “the United Releasees”) from and with respect to the following actions, causes of action, suits, liabilities, claims, and demands, whether known or unknown, which the Settling Class, or individual members thereof, has, or had against the United Releasees, or any of them:

(a) With regard to the California Subclass during the California Class Period, all wage and hour claims that were alleged, or reasonably could have been alleged, which occurred during the California Class Period, excluding any background check claims, including all claims for violation of: Labor Code §§ 201-203, 226, 226.7, 227.3, 245-249, 510, 512, 1194, 1197, and 1197.1; Wage Order 9-2001; 29 U.S.C. §§ 201 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California wage and hour class claims outside of the California Class Period;.

(b) With regard to the FCRA Subclass during the FCRA Class Period, , all background check and/or consumer report claims that were alleged, or reasonably could have been alleged, which occurred during the FCRA Class Period, excluding any wage and hour claims, including all claims for violation of: the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.*; Labor Code § 1024.5, and the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and background check claims outside of the FCRA Class Period

(c) The claims set forth in paragraphs (a) and (b) above, along with claims under California Labor Code §§ 2698 *et seq.* and California Business & Professions Code § 17200 *et seq.* predicated thereon, are referred to collectively herein as the “Released Claims.”

The Released Claims include specifically, by way of further description, but not by way of limitation, any and all claims arising out of or reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited to any such claims

based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure)

The Settling Class Members acknowledge and/or are deemed to acknowledge the existence of the Released Claims set out above, and the release set out above shall be binding and effective as to the Released Claims even if Settling Class Members allege that (i) they were not aware of the existence of said claims and/or (ii) they would have acted differently had they been aware of the existence of the Released Claims.

All Settling Class Members (including, without limitation, Plaintiffs) intend and/or are deemed to intend that the Settlement should be effective as a bar to any and all of the claims released above. In furtherance of this intention, all Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with regard to the Released Claims only, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Settling Class Members desire and intend, or are deemed to desire and intend, that the Settlement shall be given full force and effect according to each and all of its express terms and provisions.

The waiver of Section 1542, above, is not intended to expand the nature of the claims released by the Settling Class beyond the Released Claims set out previously, but rather is intended to ensure that the release as set out is fully enforceable and is not impeded by Section 1542.

**H. What Do Class Counsel, the Class Representative, and the Settlement Administrator Receive?**

Subject to final approval by the Court as to each of the following items, which United has agreed not to oppose, the following amounts shall be deducted from the Gross Settlement Value: (i) attorneys’ fees, which shall not be more than one-third of the GSV; (ii) reasonable and necessary costs and expenses (including expenses incurred by Plaintiffs in the prosecution of this action); (iii) Enhancement Awards to Plaintiffs as reasonable additional compensation for their time and effort expended in connection with the initiation and maintenance of the Lawsuit and in consideration for the additional individuals releases set out in the Settlement Agreement, in an amount not to exceed ten thousand United States Dollars and zero cents (\$10,000.00) per Plaintiff, not including their share as participating class members, to the extent approved by the Court; (iv) the cost of claims administration and notice (currently estimated to not to exceed \$60,000, to the extent approved by the Court; and (v) to the State of California in the amount of two hundred fifty thousand United States Dollars and zero cents (\$250,000.00) in penalties pursuant to PAGA. If approved by the Court, these amounts will be deducted from the

GSV pursuant to the Settlement prior to arriving at the NSV. Class Counsel believe the amount for costs and attorneys' fees requested are fair and reasonable, and United has agreed not to oppose their request for that amount.

### **III. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE SETTLEMENT**

Class Counsel and Plaintiffs support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and recent case law which pertains to certain of the ambiguities in this litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, include a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

### **IV. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLING CLASS?**

Plaintiffs as Class Representatives and Class Counsel represent your interests as a member of the Settling Class. Unless you elect to exclude yourself from the Settlement by timely filing a Request for Exclusion, you are a part of the Settling Class and you will be bound by the terms of the Settlement, regardless of whether or not you receive a payment, as described above and as more fully discussed in the Settlement Agreement on file with the Court. As a member of the Settling Class, any final judgment that may be entered by the Court pursuant to the Settlement will effectuate a release of your claims against United and the other released parties as described above. As a Settling Class Member, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

#### **A. Objecting to the Settlement.**

If you are dissatisfied with any of the terms of the Settlement, you may object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be mailed to all of the following via first class mail and actually received no later than **January 16, 2023**.

Superior Court of California, County of San Diego  
Hall of Justice, Fifth Floor Department C-69  
330 West Broadway  
San Diego, CA 92101

United Airlines Wage and Hour Cases  
c/o CPT Group, Inc.  
50 Corporate Park,  
Irvine, California 92606  
1 (888) 510-2143  
[www.cptgroupcaseinfo.com/airlinewageandhoursettlement](http://www.cptgroupcaseinfo.com/airlinewageandhoursettlement)

Norman B. Blumenthal  
Kyle R. Nordrehaug  
BHOWMIK DE BLOUW LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: 858-551-1223  
Facsimile : 858-551-1232

Adam P. KohSweeney  
O'MELVENY & MYERS LLP  
Two Embarcadero Center  
San Francisco, CA 94111-3823

Your objection must include your full name, address, and dates and place of your employment at United and must reference the Lawsuit, *In re: United Airlines Wage and Hour Cases*, JCCP 5187. Alternatively, you may object by appearing at the Final Approval Hearing scheduled for **April 5, 2024 at 1:30 p.m.**

**PLEASE DO NOT TELEPHONE THE COURT, COUNSEL, OR DEFENDANT. SPECIFICALLY, DO NOT CONTACT UNITED MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.**

Any Settling Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to covered claims, unless you also submit a Request for Exclusion in the manner described in this Notice.

**B. Excluding Yourself from the Settlement.**

If you do not wish to participate in the Settlement, you must file a Request for Exclusion. To be valid, the Request for Exclusion must be signed by you and returned via first class mail to:

United Airline Wage and Hour Case  
c/o CPT Group, Inc.  
50 Corporate Park,  
Irvine, California 92606  
1 (888) 510-2143  
[www.cptgroupcaseinfo.com/airlinewageandhoursettlement](http://www.cptgroupcaseinfo.com/airlinewageandhoursettlement)

The Request for Exclusion must be actually received by the Settlement Administrator with a postmark of no later **January 16, 2024**.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a Settling Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims they may have against United, except for PAGA claims, which Settling Class Members release regardless of whether they exclude themselves from the settlement.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a final approval hearing at the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, on **April 5, 2024 at 1:30 p.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for costs and attorneys' fees, the Enhancement Award made to Plaintiffs, and the fees and costs of the Settlement Administrator.

The hearing may be postponed without further notice to the Settling Class. It is not necessary for you to appear at this hearing.

#### **VI. GETTING MORE INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Class and Representative Action Settlement Agreement ("Agreement") between Plaintiffs and United, which will be on file with the Court and available through the Settlement Administrator. The Settlement Administrator has established a website at [www.cptgroupcaseinfo.com/airlinewageandhoursettlement](http://www.cptgroupcaseinfo.com/airlinewageandhoursettlement) where court-filed documents such as the Agreement and the Judgment will be posted. The pleadings and other records in this litigation may be examined at any time during regular business hours at the records office of the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, or you may contact the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT, UNITED'S COUNSEL, OR UNITED FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. SPECIFICALLY, DO NOT CONTACT UNITED'S MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.**

**IF YOU WISH TO CONTEST THE ACCURACY OF YOUR SHARE OF THIS CLASS ACTION SETTLEMENT: COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM, AND RETURN IT VIA FIRST CLASS MAIL TO THE ADDRESS BELOW. THIS FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS ADMINISTRATOR WITH A POSTMARK OF NOT LATER THAN JANUARY 16, 2024.**

**UNITED AIRLINES WAGE AND HOUR CASES  
C/O CPT GROUP, INC.  
50 CORPORATE PARK,  
IRVINE, CALIFORNIA 92606  
1-888-510-2143**

**WWW.CPTGROUPCASEINFO.COM/AIRLINEWAGEANDHOURSETTLEMENT**

I hereby declare as follows:

(1) I received notice of the proposed Settlement in this action, and I wish to contest the accuracy of my share of the proposed Settlement.

(2) I worked as an employee for United Airlines, Inc. ("United") in California and I also fall into either (or both) of the following two categories: (i) I worked as a non-exempt (hourly) ramp agent or customer service representative for United in California at some point during the period from February 14, 2015 to March 31, 2023; and/or (ii) I was a former, and/or current employee of United in California who, as a condition of employment, was required to submit to a background check and/or consumer report at some point during the period from August 12, 2015 to March 31, 2023.

(3) United's records, as provided to the Claims Administrator, indicate that:

- I worked a total of <<Workweeks>> workweeks in California as an active non-exempt ramp agent and/or customer service representative from February 14, 2015 to March 31, 2023; and/or
- A background check and/or consumer reports <<was/was not>> attributed to me by United from August 12, 2015, to March 31, 2023.

Based on the above, the estimated settlement payment to me is approximately <<estAmount>>

(4) I disagree with United's records and instead contend that,

- From February 14, 2015 to March 31, 2023, while working as an active non-exempt ramp agent and/or customer service representative, I worked a total of \_\_\_\_\_workweeks in California; and/or
- From August 12, 2015, to March 31, 2023, a background checks and/or consumer reports was attributed to me by United.

I have enclosed documents supporting my contention in this regard and understand that the Settlement Administrator will determine the validity of my contention.

<<EmployeeName>>

CPT ID: <<ID>>

**PLEASE NOTE: If you disagree with United’s records, you must file your dispute with the Claims Administrator and you must provide supporting documentation. You should not contact United’s Management or Human Resources.**

Executed on \_\_\_\_\_(Date), 2023, at \_\_\_\_\_(City and State).

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Typed or Printed Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

\_\_\_\_\_

(Telephone Number, Including Area Code)



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 Email: [norm@bamlawca.com](mailto:norm@bamlawca.com)  
11 Website: [www.bamlawca.com](http://www.bamlawca.com)

12 Attorneys for Plaintiff Ella Brown

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

13  
14  
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **IN AND FOR THE COUNTY OF SAN DIEGO**

17 **IN RE: UNITED AIRLINES WAGE**  
18 **AND HOUR CASES**

19 Included Actions:

20 **BROWN v. UNITED AIRLINES, INC.**  
21 San Diego County Superior Court  
22 Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

23 **ROBINSON vs. UNITED AIRLINES,**  
24 **INC.**  
25 Alameda County Superior Court  
26 Case No. RG19014578  
(filed on April 11, 2019)

27 **SANTOS vs. UNITED AIRLINES, INC.**  
28 San Francisco County Superior Court  
Case No. CGC-20-585926  
(filed on August 12, 2020)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

**Case No. JCCP 5187**

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

Hearing Date: April 5, 2024  
Hearing Time: 1:30 p.m.  
*[Hearing scheduled by Orders dated August 4, 2023  
and November 3, 2023]*

Judge: Hon. Katherine Bacal  
Dept: 69

Action Filed: February 14, 2019  
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 Plaintiff Ella Brown (“Plaintiff”) in this matter. As such, I am fully  
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own  
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.  
6 This declaration is being submitted in support to the motion for final approval of the class settlement,  
7 including attorneys’ fees, costs and service awards filed by Plaintiffs Ella Brown, Roland Robinson,  
8 Samuel Umazor, and Carlos Santos ("Plaintiffs").

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

1           3.       Summary of the Proposed Settlement.

2           (a) A true and correct copy of the Stipulation of Class and Representative Action Settlement and  
3 Release and Stipulation to Modify Agreement (collectively the "Agreement") of the parties is attached  
4 hereto as Exhibit #2. Plaintiffs and Defendant United Airlines ("Defendant") reached a full and final  
5 settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with  
6 the Court. As consideration for this Settlement, the Gross Settlement Value to be paid by Defendant  
7 is Twelve Million Dollars (\$12,000,000). (Agreement at ¶¶ 10) Under the Settlement, the Gross  
8 Settlement Value consists of the compensation to the Settling Class, additional compensation to the  
9 Named Plaintiffs as class representatives, the cost of settlement administration and notice, and attorneys'  
10 fees and reimbursement of litigation costs and expenses to Class Counsel (as defined in Sections IV and  
11 IX of the Agreement), and all payments and disbursements under the Settlement including the employer's  
12 share of payroll taxes (with respect to those disbursements hereunder that will be treated as wages). This  
13 is a non-reversionary settlement, which means that once the Agreement is final and effective, no part of  
14 the GSV shall revert to Defendant. (Agreement at ¶ 12.)

15           (b) This is a non-reversionary settlement, which means that once the Agreement is final and  
16 effective, no part of the GSV shall revert to Defendant. (Agreement at ¶ 12.) None of the Gross  
17 Settlement Value will revert to Defendant, and Defendant will separately pay its share of payroll taxes  
18 applicable to Settling Class members' settlement payments. (*Id.*, ¶ 12.)

19           (c) Defendant deposited the full GSV in a non-interest bearing account established by the  
20 Settlement Administrator within fourteen (14) business days of receipt of notice of preliminary approval  
21 of the Settlement. Should the Settlement Effective Date never be reached for any reason, the Gross  
22 Settlement Amount shall be returned to Defendant. The GSV shall remain in said account, pending  
23 occurrence of the Effective Date. (Agreement at ¶ 11(a).) The Settlement Administrator shall make  
24 payments from the GSV pursuant to this Section X within fourteen (14) calendar days after the Effective  
25 Date, but only after the Effective Date, (Agreement at ¶ 46.)

26           (d) The Net Settlement Value ("NSV") is defined as the value of the GSV less (i) attorneys' fees  
27 and reasonable and necessary costs and expenses of Class Counsel, (ii) the Service Awards to the Named  
28

1 Plaintiffs, (iii) the Settlement Administration Expenses, and (iv) the PAGA Allocation. The NSV is  
2 currently estimated to be \$7,539,991, however the final amount may be slightly different depending on  
3 the ultimate amounts awarded for fees, costs, service awards and administration expenses. The  
4 Settlement Administrator shall calculate the Class Member Payments as follows: (i) first, a flat payment  
5 of \$75 per person to each FCRA Subclass Member shall be paid from the NSV; (ii) second, after  
6 deducting the FCRA Subclass payments from the NSV, the amount remaining shall be allocated to the  
7 California Subclass Members as follows: (i) the Settlement Administrator shall determine the weeks  
8 worked for each California Subclass Member during the period February 14, 2015, to March 31, 2023  
9 based upon the data provided by Defendant pursuant to Paragraph 20 of this Agreement; (ii) the  
10 Settlement Administrator shall then divide the amount remaining in the NSV by the total number of  
11 weeks for the California Subclass to determine a dollar amount per week ("Weekly Rate"); and (iii) the  
12 Settlement Administrator shall then take the number of weeks worked by each California Subclass  
13 Member and multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement at ¶ 52.)

14 (e) Class Members may choose to opt-out of the Settlement by following the directions in the  
15 Class Notice. (Agreement at ¶ 25, 26, Ex. A.) All Class Members who request exclusion will be will  
16 be bound by the Settlement and will be entitled to receive Class Member Payments. (Agreement at ¶  
17 52.) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement  
18 and/or dispute their Pay Periods. (Agreement, Ex. B.)

19 (f) A Settling Class Member must cash his or her settlement checks within 180 days after it is  
20 mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any  
21 funds represented by such checks to to the California Controller's Unclaimed Property Fund in the name  
22 of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code  
23 of Civil Procedure Section 384, subd. (Agreement at ¶ 45(f).)

24 (g) CPT was appointed by the Court as the Administrator for the Settlement. (Agreement at ¶ 16.)  
25 The Administrator will be paid for settlement administration in an amount not to exceed \$60,000.  
26 (Agreement at ¶ 16.) As set forth in the Soto-Najera Decl. at ¶ 15 the fees and costs incurred to-date,  
27 as well as anticipated fees and costs for completion of the settlement administration, are \$52,000.  
28

1 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum  
2 not to exceed one-third of the GSV for attorneys' fees. (Agreement at ¶ 40.) Class Counsel will also be  
3 allowed to apply separately for an award of reasonable and necessary costs and expenses (including  
4 expenses incurred by Plaintiffs in the prosecution of this action) in an amount documented by Class  
5 Counsel's billing statements. (Agreement at ¶ 40.) Subject to Court approval, the Agreement provides  
6 for a payment of no more than \$10,000 each to the Plaintiffs as the Service Awards. (Agreement at ¶ 41.)  
7 In support of this request for attorneys' fees, reimbursement of expenses and service awards, Class  
8 Counsel is providing evidentiary support, for these requests, including lodestar.

9 (i) Subject to Court approval, Two Hundred and Fifty Thousand Dollars (\$250,000) will be paid  
10 from the GSV for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code  
11 Section 2698, et seq. ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i), the  
12 PAGA Allocation shall be allocated as follows: 75% (\$187,500) shall be allocated to the Labor  
13 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$62,500)  
14 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the  
15 number of their respective pay periods during the PAGA Period. (Agreement at ¶¶ 10, 53.) As set forth  
16 in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

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

25  
26 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
27 dated August 4, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated  
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1 to the Class. On November 14, 2023, the Administrator mailed the Court-approved Class Notice to the  
2 Settling Class members, which provided each class member with the terms of the Settlement, including  
3 notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs,  
4 and service award that were being sought, how individual settlement awards would be calculated, and  
5 the specific, estimated payment amount to that individual. See Declaration of Chantal Soto-Najera  
6 ("Soto-Najera Decl.") ¶7, Exh. A. In disseminating the notice, the Administrator followed the notice  
7 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been  
8 no objections and only (3) requests for exclusion. Soto-Najera Decl. ¶¶10-12.

9  
10 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other  
11 Class Members were not properly paid all regular and overtime wages for hours worked, were not  
12 provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement  
13 for required expenses, were not provided accurate itemized wage statements, were not paid all wages at  
14 the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and  
15 any other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by  
16 virtue of the foregoing claims.

17  
18 6. Procedural History of the Litigation

19 (a) On February 15, 2019, Plaintiff Brown filed a notice letter under California's Private Attorneys  
20 General Act, California Labor Code § 2698 et seq. ("PAGA"), with the Labor & Workforce Development  
21 Agency ("LWDA"), based on the same alleged violations of California law as set forth in the complaint.  
22 On September 17, 2020, Plaintiff Brown sent an amended letter under PAGA to the LWDA alleging  
23 additional violation.

24 (b) On February 14, 2019, Plaintiff Brown, then a ramp agent employee of United formerly based  
25 at San Diego International Airport, filed a putative class action complaint captioned Brown v. United  
26 Airlines, Inc., Case No. 37-2019-00008533 (San Diego Superior Court) ("Brown"). The complaint  
27 alleges the following violations of California law: (1) unfair competition in violation of California  
28

1 Business and Professions Code § 17200 et seq.; (2) failure to pay minimum wage in violation of  
2 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of  
3 California Labor Code § 510; (4) failure to provide meal breaks in violation of California Labor Code  
4 §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in violation of California  
5 Labor Code §§ 226.7 and 512 and Wage Order 9-2001; and (6) failure to provide accurate itemized wage  
6 statements in violation of California Labor Code § 226. United answered the Brown complaint on March  
7 21, 2019. On June 18, 2021, Plaintiff Brown filed a First Amended Complaint, adding allegations  
8 regarding violation of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. ("FLSA"), to the  
9 unfair competition claim, and United answered the amended complaint on July 19, 2021.

10 (c) On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to coordinate Brown with  
11 Robinson v. United Airlines, Inc., Case No. RG19014578 (Alameda Superior Court) ("Robinson"). The  
12 Petition for Coordination was assigned Case No. JCCP 5187 (San Diego County Superior Court). On  
13 August 3, 2021, the Judicial Council of California ("JCC") assigned the JCCP action to Judge Bacal. On  
14 December 10, 2021, the Court heard oral argument and issued an order the same day coordinating Brown  
15 and Robinson. On April 11, 2022, the Court added *Santos v. United Airlines, Inc.*, Case No.  
16 CGC-20-585926 (San Francisco Superior Court) ("*Santos I*") and *Santos v. United Airlines, Inc.*, Case  
17 No. CGC-20-587208 (San Francisco Superior Court) ("*Santos II*") to JCCP 5187. Brown, Santos I,  
18 Santos II, Robinson, and JCCP 5187 are referred to herein collectively as the "Lawsuits."

19 (d) The Parties thoroughly investigated and evaluated the factual strengths and weaknesses of  
20 this case before reaching the Settlement and engaged in sufficient investigation and informal exchange  
21 of discovery. The Settlement was reached after extensive factual and legal investigation and research;  
22 significant written discovery along with depositions; review and analysis of documents and information,  
23 including payroll and timekeeping data pertaining to all Class Members; numerous discussions and  
24 exchanges between counsel; and extensive review of case law, pleadings and rulings in similar actions.  
25 In connection with the parties' agreement to participate in a private mediation of the Actions, the Parties  
26 engaged in extensive informal discovery, including the production of documents and data. This  
27  
28

1 discovery provided the parties with a substantial basis to assess the strengths and weaknesses of their  
2 respective positions prior to the mediation.

3 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
4 The Parties have vigorously litigated the Actions since inception. During the course of litigation, the  
5 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have  
6 engaged in substantial research and investigation in connection with the Action. Class Counsel has  
7 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert  
8 to perform an analysis of the data and valuation of the claims.

9 (f) On January 28, 2021, the Parties participated in a private mediation with David A. Rotman  
10 of Mediated Negotiations, a preeminent wage-and-hour mediator with considerable experience mediating  
11 in California. The parties were unable to successfully resolve the case at mediation, but agreed to  
12 convene for an additional day of mediation after further discovery was completed. The parties  
13 participated in a second day of mediation on December 6, 2022. The second mediation, each side,  
14 represented by its respective counsel, recognized the substantial risk of an adverse result in the Lawsuits,  
15 engaged in good-faith arm's-length bargaining and realistically assessed the strengths and weakness of  
16 their positions. This second mediation resulted in a mediator's proposal, which all participating parties  
17 accepted on or about December 16, 2022.

18 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any  
19 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than  
20 settlement, the Actions are appropriate for class and/or representative treatment. Defendants contend,  
21 among other things, that they have properly classified and compensated the Class Members and complied  
22 at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.  
23 Further, Defendants contend that class certification is inappropriate for any reason other than for  
24 settlement. Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further  
25 contends that the Action is appropriate for class certification on the basis that the claims meet the  
26 requisites for class certification. Without admitting that class certification is proper, Defendants have  
27 stipulated that the above Class may be certified for settlement purposes only. The Parties agree that  
28



1 certification for settlement purposes is not an admission that class certification is proper. Further, the  
2 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified  
3 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the  
4 requisites for establishing class certification with respect to the Class are satisfied.

5 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over  
6 the course of more than five years, Class Counsel diligently evaluated the Class Members' claims against  
7 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with  
8 access to necessary information for the Class. In addition, Class Counsel previously negotiated  
9 settlements with other employers in actions involving nearly identical issues and analogous defenses.  
10 Based on the foregoing data and their own independent investigation, evaluation and experience, Class  
11 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,  
12 reasonable, and adequate and is in the best interest of the Class in light of all known facts and  
13 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential  
14 appellate issues.

#### 15 16 7. History of Settlement Discussions

17 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations  
18 before an experienced and well-respected mediator. Defendant has expressly denied and continues to  
19 deny any wrongdoing or legal liability arising out of the conduct alleged in the Actions. Plaintiffs and  
20 Class Counsel have determined that it is desirable and beneficial to the Settling Class to resolve the  
21 Released Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified  
22 to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and  
23 settlement, and Class Counsel are experienced in wage and hour class actions, as Class Counsel has  
24 previously litigated and certified similar claims against other employers.

25 (b) The Settlement was reached after extensive factual and legal investigation and research;  
26 significant written discovery along with depositions; review and analysis of documents and information,  
27 including payroll and timekeeping data pertaining to all Settling Class members; numerous discussions  
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1 and exchanges between counsel; and extensive review of case law, pleadings and rulings in similar  
2 actions. The Parties attended an arms-length mediation session with David A. Rotman, a respected and  
3 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation  
4 for the mediation, Defendant provided Class Counsel with necessary information for the members of the  
5 Class, including time punch data, payroll data and information concerning the composition of the Class.  
6 Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and  
7 submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the  
8 Parties agreed to this Settlement.

9 (c) From March of 2023 to June of 2023, the Agreement and exhibits thereto were finalized and  
10 executed, and then presented by motion to this Court for preliminary approval. On August 4, 2023, the  
11 Court issued its Order granting preliminary approved of the settlement as fair and reasonable to the Class.  
12 On November 3, 2023, the Court issued its order granting the Parties' Joint Stipulation to Modify  
13 Settlement and Final Approval Schedule which, in part, clarified the definition of the FCRA Subclass.

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

16  
17 8. The outcome of this case would have been uncertain and fraught with risks.

18 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the  
19 Plaintiffs and the other Settling Class members. Defendant maintains that its policies and practices are  
20 lawful and, in any event, resolution of each claim would require highly individualized analysis of the  
21 facts and circumstances of each Settling Class member's employment. Defendant maintains that because  
22 individualized issues would predominate over common facts, class certification and representative  
23 treatment likely would be deemed inappropriate. Defendant contended that it maintains lawful policies,  
24 including policies strictly prohibiting off-the-clock work, and that it properly recorded all time worked.  
25 Defendant also contended that it has always provided rest periods to its employees. Defendant produced  
26 written policies that it alleged supported these contentions. Defendant maintained that it provided  
27 walkie-talkies and company phones to employees that needed them, and that any use of personal  
28

1 cellphones was voluntary and merely convenient to the employees, which therefore did not result in a  
2 duty to provide reimbursement under Labor Code 2802. Defendant argued that the decisions in *Brinker*  
3 *v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096,  
4 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened Plaintiffs'  
5 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also  
6 argues that based on its facially lawful practices, they acted in good faith and without willfulness, which  
7 if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. If  
8 successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While  
9 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit  
10 and therefore present a serious risk to recovery by the Settling Class.

11 (b) There was also a significant risk that, if the Actions were not settled, Plaintiffs would be  
12 unable to obtain class certification and thereby not recover on behalf of any employees other than  
13 themselves. Defendant argued that the individual experience of each putative class member varied with  
14 respect to the claims. Defendant could also contest class certification by arguing injury and good faith  
15 were case-by-case determinations that precluded class certification. Plaintiff is aware of other cases  
16 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th  
17 885 (2019) (denying certification of rest break claims). Finally, even if class certification was successful,  
18 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.  
19 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has  
20 been certified. While other cases have approved class certification in wage and hour claims, class  
21 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

22 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation  
23 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of  
24 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to  
25 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case  
26 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
27 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense  
28

1 and length of a trial against Defendants through possible appeals which could take at least another two  
2 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,  
3 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the  
4 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,  
5 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery  
6 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs  
7 and Class Counsel believe that the Settlement confers substantial benefits upon the Settling Class. Based  
8 upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the  
9 Agreement is in the best interest of the Settling Class.

10 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses  
11 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval  
12 which discussed the value of the class claims in detail, the Gross Settlement Value compares favorably  
13 to the value of the claims. The calculations to compensate for the amount due to the Settling Class  
14 members at the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger  
15 Consulting, in advance of mediation. Class Counsel analyzed the data for Settling Class members and  
16 determined the potential maximum damages for the class claims to be approximately \$57,284,452.<sup>1</sup>  
17 Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross  
18 Settlement Value, after deducting the amount allocated to the FCRA Subclass, represents approximately  
19 20% of the potential maximum damages at issue for the Settling Class in this case, assuming these  
20 amounts could all be proven in full.<sup>2</sup> The above maximum calculations should then be adjusted in  
21

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22 <sup>1</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
24 asserted by Defendant, including, a good faith dispute defense as to whether any wages were owed  
25 given Defendant's position that Plaintiffs were properly compensated. *See Nordstrom Commission*  
26 *Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and  
27 employee have a good faith dispute as to whether and when the wages were due.").

28 <sup>2</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included the  
PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the  
Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

1 consideration for both the risk of class certification and the risk of establishing class-wide liability on all  
2 claims. Given the amount of the Settlement as compared to the potential value of the claims, the  
3 Settlement is most certainly fair and reasonable.<sup>3</sup> Clearly, the goal of this litigation has been met.

4 (e) In sum, the Settlement is a fair and reasonable result, and provides the Settling Class with a  
5 significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and  
6 substantial defenses both to liability and to class certification. Currently, the maximum and average class  
7 member allocations are \$2,013.99 and \$865.25, respectively. Soto-Najera Decl. at ¶14. Given the  
8 complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed  
9 Settlement is fair, reasonable and adequate, and should be finally approved.

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

15  
16 **ATTORNEYS’ FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

19 (a) Class Counsel successfully negotiated a class action settlement which provides for  
20 a common fund settlement to be paid by Defendants to the Class in the amount of Twelve Million Dollars  
21 (\$12,000,000). (the “Gross Settlement Value” or “GSV”). (Agreement at ¶¶ 12.) As part of the

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23  
24 <sup>3</sup> 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 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the GSV as the  
2 attorneys' fees. (Agreement at ¶ 40.) By this motion, Class Counsel respectfully requests approval of  
3 attorneys' fees in an amount equal to one-third of the GSV.

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

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

14  
15 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value  
16 Created for the Benefit of the Class

17 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to  
18 one-third of the Gross Settlement Amount of \$12,000,000 , which equals \$4,000,000 for attorneys' fees.  
19 As part of the Agreement, Defendant also agreed that Class Counsel may seek a "reasonable and  
20 necessary costs and expenses (including expenses incurred by Named Plaintiffs in the prosecution of this  
21 action) in an amount documented by Class Counsel's billing statements." (Agreement at ¶ 40.) Finally,  
22 Defendant also agreed that Plaintiffs can be awarded Service Awards in the amount of \$10,000 each, as  
23 their service award under the Agreement.

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

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

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

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

25 (f) The Settlement was possible only because Class Counsel was able to convince  
26 Defendant that Plaintiffs could potentially prevail on the contested issues regarding liability, achieve  
27 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need  
28

1 be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage  
2 and hour and class action litigation. The high quality of the Class Counsel’s work in this case was  
3 mandated by the vigorous defense presented by counsel for Defendant. Over the nearly two years of  
4 litigation, Class Counsel was required to invest substantial time and resources in investigation, litigation,  
5 the determination of potential damages and communicating with and responding to opposing counsel’s  
6 and class members’ requests and inquiries.

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

11 (h) Class Counsel were required to advance all costs in this litigation. Especially in this  
12 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be  
13 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can  
14 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
15 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
16 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class  
17 Counsel advanced more than \$100,000 in costs which could not have been recovered if this case had been  
18 lost. The Plaintiffs also undertook the risk of liability for Defendant’s costs had this case not succeeded,  
19 as well as other potential negative financial ramifications from having sued Defendant on behalf of the  
20 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
21 Plaintiffs also support the requested awards.

22 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on  
23 the reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9<sup>th</sup>  
24 Cir. 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to  
25 \$4,000,000 is also established by reference to Class Counsel’s lodestar in this matter. The  
26 contemporaneous billing records for Class Counsel evidence that through March 13, 2024, Class  
27 Counsel’s combined total lodestar is \$2,360,091.00, with additional fees still to be incurred to complete  
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1 final approval and the settlement process. The requested fee award is therefore currently equivalent to  
2 Class Counsel's total lodestar with a multiplier of less than 1.7, and there will be additional lodestar  
3 incurred by Class Counsel to complete the settlement process and manage the settlement distribution.  
4 Such a multiplier is within the range of positive multipliers approved in cases such as *Laffitte* and  
5 *Vizcaino*.<sup>4</sup> As a result, this Court may conclude that the requested award is fair and reasonable and is  
6 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 two years. Indeed, if  
12 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 June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles  
21 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award

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23 <sup>4</sup> See *Laffitte, supra*, 1 Cal. 5<sup>th</sup> at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);  
24 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9<sup>th</sup> Cir. 2002)(3.65 multiplier approved because of  
25 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions  
26 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple  
27 Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In  
28 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).

1 in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los  
2 Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award  
3 in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San  
4 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award  
5 in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los  
6 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a  
7 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco  
8 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a  
9 wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los  
10 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee  
11 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,  
12 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-  
13 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*  
14 *Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),  
15 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.  
16 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-  
17 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action  
18 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,  
19 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action  
20 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior  
21 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour  
22 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case  
23 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class  
24 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior  
25 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour  
26 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior  
27 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour  
28

1 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court  
2 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class  
3 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court  
4 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class  
5 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior  
6 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour  
7 class settlement.

8           12.     The contemporaneous billing records for Class Counsel evidence that through March 13,  
9 2024, **Class Counsel's total combined lodestar is \$2,360,091.00, with additional fees still to be**  
10 **incurred to complete final approval and the settlement process.** The requested fee award is therefore  
11 currently equivalent to Class Counsel's total lodestar with a multiplier of less than 1.7, and there will be  
12 additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
13 settlement distribution. From February 4, 2019 to March 13, 2024, my firm worked on this matter for  
14 over 1,111 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred  
15 lodestar for my firm in the amount of \$744,110.00. A detailed breakdown of the total fees and the  
16 services performed by the firm on this case is attached hereto as Exhibits #3 and 4<sup>5</sup>. In addition, Class  
17 Counsel will be performing significant additional work that is not included in this lodestar amount,  
18 including finalizing the final approval motion, attending the hearing on final approval, and monitoring  
19 completion of the settlement process. I expect this additional work will result in \$20,000 in additional  
20 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in  
21 the local legal community for similar work and, if this were a commercial matter, these are the charges  
22 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix  
23 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the  
24 current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's  
25 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,

26 \_\_\_\_\_  
27 <sup>5</sup> My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to  
28 June 2022, and Exhibit #4 contains the billing from June 2022 to March 13, 2024

1 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear  
2 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of  
3 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by  
4 comparing such rates with the rates of comparable counsel practicing complex and class litigation as  
5 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*  
6 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average  
7 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates  
8 when compared within 21 other firms practicing in the Southern District of California.) This survey is  
9 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that  
10 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases  
11 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,  
12 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for  
13 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
14 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates  
15 charged by Class Counsel for comparable work are less than these examples, and are therefore  
16 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by  
17 the currently lodestar incurred with a reasonable multiplier, which will be even less by the completion  
18 of the settlement. This is comparable to the multiplier approved in other cases. The requested award  
19 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

20  
21 Litigation Expenses

22 13. The Agreement provides at paragraph 40, that Class Counsel may seek "reasonable and  
23 necessary costs and expenses (including expenses incurred by Named Plaintiffs in the prosecution of this  
24 action) in an amount documented by Class Counsel's billing statements." Class Counsel requests  
25 reimbursement for incurred litigation expenses and costs based upon counsel's billing records as set forth  
26 in the respective declarations. The requested expense reimbursement is equal to the actual expenses  
27 incurred. The litigation expenses specifically incurred by my firm total \$74,817.70, and these expenses  
28

1 include the expenses incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group  
2 and DM&A), attorney service charges (Knox, One Legal, CourtCall), Federal Express service charges,  
3 deposition transcript charged, docket document downloading charges, hearing parking charges, Lexis  
4 research charges, all of which are costs normally billed to and paid by the client. The details of the  
5 litigation expenses incurred by my firm are set forth in Exhibits #3 and 4 hereto.<sup>6</sup> These costs were  
6 reasonably incurred in the prosecution of the Action.

7

8 Service Awards

9 14. For their service as the class representatives, Plaintiffs should be awarded the agreed  
10 service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended  
11 on behalf of the Class. (Agreement at ¶ 41.) Defendant has agreed to this payment and there have been  
12 no objections to the requested service awards. The Declarations of the Plaintiffs are submitted in support  
13 of this request. As the representatives of the Class, Plaintiffs performed their duty to the Class admirably  
14 and without exception. Plaintiffs worked extensively with Class Counsel during the course of the  
15 litigation, responding to numerous requests, searching for documents, working with counsel, and  
16 reviewing the settlement documentation. The Declaration of Plaintiffs detail the involvement, stress and  
17 risks they undertook as a result of this Action. Plaintiff Brown performed all of the duties of a class  
18 representative through the time of settlement, however, unfortunately passed away and therefore cannot  
19 provide a declaration. Plaintiffs also assumed the serious risk that they might possibly be liable for costs  
20 and fees to Defendants, as well as the reputational risk of being “blacklisted” by other future employers  
21 for having filed a class action on behalf of fellow former employees. Without the Plaintiffs’ participation,  
22 cooperation and information, no other employees would be receiving any benefit. The payment of  
23 service awards to successful class representatives is appropriate and the amount of \$10,000 is well within  
24 the currently awarded range for similar settlements. The requested award is also reasonable by reference  
25 to the amounts that other California courts have found to be reasonable in wage and hour class action

26

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27 <sup>6</sup> My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to  
28 June 2022, and Exhibit #4 contains the billing from June 2022 to March 13, 2024.

1 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.  
2 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,  
3 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was  
4 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000  
5 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000  
6 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*  
7 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000 service award in  
8 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles  
9 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*  
10 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);  
11 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court  
12 (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,  
13 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service  
14 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,  
15 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*  
16 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding  
17 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County  
18 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,  
19 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service  
20 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
21 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*  
22 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service  
23 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July  
24 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.  
25 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award  
26 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.  
27 BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award); *Ordaz*  
28

1 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,  
2 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.  
3 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*  
4 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,  
5 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case  
6 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);  
7 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court  
8 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,  
9 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
10 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding  
11 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San  
12 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*  
13 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);  
14 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July  
15 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.  
16 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*  
17 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,  
18 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,  
19 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);  
20 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)  
21 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District  
22 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

23         15.       The requested service awards are also reasonable in light of the reputational risk that  
24 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future  
25 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is  
26 searchable on the internet and may become known to prospective employers when evaluating" her for  
27 employment. *Guipone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct.  
28

1 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed  
2 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry  
3 exists that allows employers to run extensive background searches on potential employees. Companies  
4 who provide these services specifically highlight the fact that their services allows employers to weed  
5 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of  
6 whether a prospective employee is likely to sue" the employer, through background checks and other  
7 means, to screen out these employees.<sup>7</sup> Onicra Credit Rating Agency states: "Background screening has  
8 become a necessity in today's litigious society." Back Track Screening also represents: "In today's  
9 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."<sup>8</sup>  
10 PreciseHire also offers employment screening and similarly warns: "with today's business climate being  
11 extremely competitive and highly litigious, conducting pre employment background checks has become  
12 a necessity."<sup>9</sup>

13 16. As a result, Class Counsel respectfully requests approval of the application for award of  
14 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
15 expenses in the amount of \$111,127.72, and approval of the requested service awards to the Plaintiffs.

16 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
17 The attorneys' fees awarded shall be allocated between Class Counsel as follows: Blumenthal Nordrehaug  
18 Bhowmik De Blouw LLP - 27.5%; Kaplan Fox Kilsheimer LLP - 22.5%; The Nourmand Law Firm, APC  
19 - 32.5%; James Hawkins APLC - 10%; Zakay Law Group, APLC - 7.5%.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
21 true and correct. Executed this 13th day of March 2024 , at San Diego, California.

22 /s/ Norman Blumenthal  
23 NORMAN B. BLUMENTHAL

24 \_\_\_\_\_  
25 <sup>7</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

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

27 <sup>9</sup> [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-  
28 have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).



**EXHIBIT #1**

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**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  
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**Piya Mukherjee**

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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)

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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**

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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

### **REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> 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-Arafah 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 Stewart 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 Compiq 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 9<sup>th</sup> 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 Lonja, 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 9<sup>th</sup> 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 America, 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. Lemore 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. Alamitos 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. 19STCY30808; 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 County, 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**

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN DIEGO**

17 **IN RE: UNITED AIRLINES WAGE  
18 AND HOUR CASES**

19 Included Actions:

20 **BROWN v. UNITED AIRLINES, INC.**  
21 San Diego County Superior Court  
22 Case No. 37-2019-00008533-CU-OE-CTL  
23 (Lead Case) (filed on February 14, 2019)

24 **ROBINSON vs. UNITED AIRLINES, INC.**  
25 Alameda County Superior Court  
26 Case No. RG19014578  
27 (filed on April 11, 2019)

28 **SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-585926  
(filed on August 12, 2020)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

**STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE**

Case No. JCCP 5187

Judge: Hon. Katherine Bacal  
Dep't C-69

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**I.**  
**PREAMBLE**

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3           1.       This Class and Representative Action Settlement Agreement (“Settlement”  
4 or “Agreement”) is entered into between Plaintiff Ella Brown (“Brown”), Plaintiff Roland  
5 E. Robinson (“Robinson”), Plaintiff Samuel Umanzor (“Umanzor”), Plaintiff John  
6 Thomas (“Thomas”), and Plaintiff Carlos Santos (“Santos”) (collectively, “Named  
7 Plaintiffs”), individually and as class representatives on behalf of all individuals defined  
8 in Section III of this Agreement (collectively, with Named Plaintiffs, the “Settling  
9 Class”), on the one hand, and defendant United Airlines, Inc. (“Defendant” or “United”),  
10 on the other hand. The Settling Class and United are referred to collectively herein as the  
11 “Settling Parties.”

12           2.       On February 14, 2019, Plaintiff Brown, then a ramp agent employee of  
13 United formerly based at San Diego International Airport, filed a putative class action  
14 complaint captioned *Brown v. United Airlines, Inc.*, Case No. 37-2019-00008533 (San  
15 Diego Superior Court) (“*Brown*”). The complaint alleges the following violations of  
16 California law: (1) unfair competition in violation of California Business and Professions  
17 Code § 17200 *et seq.*; (2) failure to pay minimum wage in violation of California Labor  
18 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of  
19 California Labor Code § 510; (4) failure to provide meal breaks in violation of California  
20 Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in  
21 violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; and (6)  
22 failure to provide accurate itemized wage statements in violation of California Labor Code  
23 § 226. On February 15, 2019, Plaintiff Brown filed a notice letter under California’s  
24 Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”), with the  
25 Labor & Workforce Development Agency (“LWDA”), based on the same alleged  
26 violations of California law as set forth in the complaint. United answered the complaint  
27 on March 21, 2019. On June 18, 2021, Plaintiff Brown filed a First Amended Complaint,  
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1 adding allegations regarding violation of the federal Fair Labor Standards Act, 29 U.S.C.  
2 §§ 201 *et seq.* (“FLSA”), to the unfair competition claim, and United answered the  
3 amended complaint on July 19, 2021.

4 3. On March 11, 2019, Plaintiff Robinson, a former lead ramp service employee  
5 based out of San Francisco International Airport, filed a notice letter under PAGA with the  
6 LWDA alleging the following violations of California law: (1) failure to pay minimum and  
7 overtime wages pursuant to California Labor Code §§ 200, 510, 1194, 1194.2, and 1197;  
8 (2) failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512;  
9 (3) failure to provide rest periods pursuant to California Labor Code § 226.7; (4) failure to  
10 provide accurate itemized wage statements pursuant to California Labor Code § 226; and  
11 (5) failure to timely pay final wages upon termination pursuant to California Labor Code  
12 §§ 201-203. On April 11, 2019, Plaintiff Robinson filed *Robinson v. United Airlines, Inc.*,  
13 Case No. RG19014578 (Alameda Superior Court) (“*Robinson*”), which alleged the same  
14 above-listed violations of California law, plus a cause of action alleging unfair competition  
15 in violation of California Business & Professions Code § 17200 *et seq.* United answered  
16 the complaint on May 13, 2019. Plaintiff filed a first amended complaint on July 24, 2019,  
17 which asserted the same above-listed causes of action, plus a cause of action under PAGA.  
18 United answered the first amended complaint on August 22, 2019. On July 1, 2021,  
19 Plaintiff filed a second amended complaint that added Plaintiff Thomas and Plaintiff  
20 Umanzor to the action<sup>1</sup>, which United answered on August 20, 2021.

21  
22 <sup>1</sup> Plaintiffs Thomas and Umanzor, both ramp service employees based out of San Francisco International Airport, had  
23 filed a separate action in the U.S. District Court for the Northern District of California on July 30, 2019, *Thomas et*  
24 *al. v. United Airlines, Inc.*, Case No. 3:19-cv-04354-EMC (“*Thomas*”), which alleged the following violations of  
25 California law: (1) failure to pay minimum and overtime wages pursuant to California Labor Code §§ 510, 1194,  
26 1198, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001; (2) failure to provide meal and rest periods  
27 pursuant to California Labor Code §§ 226.7 & 512 and IWC Wage Order 5-2001; (3) failure to provide accurate  
28 itemized wage statements pursuant to California Labor Code § 226; (4) failure to timely pay wages upon termination  
pursuant to California Labor Code §§ 201-203; and (5) unfair competition in violation of California Business &  
Professions Code § 17200 *et seq.* Plaintiffs Thomas and Umanzor also filed a notice letter under PAGA with the  
LWDA on July 30, 2019, alleging the same violations of California law, and amended their complaint on December  
2, 2019 to add a cause of action under PAGA. On May 28, 2021, in anticipation of joining the *Robinson* action  
discussed at ¶ 3, *supra*, the parties in *Thomas* filed a Joint Stipulation of Dismissal Without Prejudice, which the  
Court granted on June 1, 2021.

1 4. Plaintiff Santos has filed two separate lawsuits against United:

2 (a) On August 12, 2020, Plaintiff Santos filed a complaint captioned *Santos v.*  
3 *United Airlines, Inc.*, Case No. CGC-20-585926 (San Francisco Superior Court)  
4 (“*Santos P*”). The complaint alleged that United: violated the Fair Credit Reporting  
5 Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”) by failing to make proper disclosures;  
6 violated the FCRA by failing to obtain proper authorizations; failed to make proper  
7 disclosures in violation of the California Consumer Credit Reporting Agencies Act,  
8 California Civil Code §§ 1785.1 *et seq.* (“CCRAA”), including violations of Labor  
9 Code § 1024.5; failed to make proper disclosures in violation of California  
10 Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et*  
11 *seq.* (“ICRAA”); failed to accurately pay wages under California Labor Code §§  
12 227.3, 245-249, 510, 1194, 1197, 1198, and Wage Order 9-2001; failed to provide  
13 lawful meal periods under California Labor Code §§ 218.6, 226.7, 512, Civil Code  
14 § 3287, and Wage Order 9-2001; failed to authorize and permit lawful rest periods  
15 under California Labor Code § 226.7 and Wage Order 9-2001; failed to timely pay  
16 wages owed upon separation from employment under California Labor Code §§  
17 201, 202, and 203; knowingly and intentionally failed to comply with itemized  
18 wage statement requirements under California Labor Code §§ 226 & 246; and  
19 engaged in unfair competition under California Business & Professions Code §§  
20 17200 *et seq.* United filed an answer to the complaint on September 18, 2020.

21 (b) On August 11, 2020, Plaintiff Santos filed a notice letter under PAGA with  
22 the LWDA. The letter discussed, among other things, several allegations around  
23 employees’ regular rate of pay, including shift differentials, orderly operation  
24 incentives, company business incentives, profit sharing bonuses, and incentives  
25 related to scanning of cargo bags. Pursuant to the notice letter, Plaintiff Santos  
26 filed *Santos v. United Airlines, Inc.*, Case No. CGC-20-587208 (San Francisco  
27 Superior Court) (“*Santos IP*”) on October 19, 2020, which United answered on  
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1 January 15, 2021. *Santos II* pled a single claim for violation of PAGA, based on  
2 alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5,  
3 218.6, 221-224, 226,226.3, 226.7, 227.3, 245-249, 510, 512, 516, 558, 1174, 1194,  
4 1194.2, 1195, 1197, 1198, and 2802, Wage Order 9-2001, and California Code of  
5 Regulations, Title 8 §§ 11000 *et seq.*

6 5. On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to  
7 coordinate *Brown* with *Robinson*. The Petition for Coordination was assigned Case No.  
8 JCCP 5187 (San Diego County Superior Court). On August 3, 2021, the Judicial Council  
9 of California (“JCC”) assigned the JCCP action to Judge Bacal. On December 10, 2021,  
10 the Court heard oral argument and issued an order the same day coordinating *Brown* and  
11 *Robinson*. On April 11, 2022, the Court added *Santos I* and *Santos II* to JCCP 5187.  
12 *Brown, Santos I, Santos II, Robinson*, and JCCP 5187 are referred to herein collectively as  
13 the “Lawsuits.”

14 6. The Named Plaintiffs and United engaged in mediation before David A.  
15 Rotman on January 28, 2021. The parties were unable to successfully resolve the case at  
16 mediation, but agreed to convene for an additional day of mediation after further  
17 discovery was completed. The parties participated in a second day of mediation on  
18 December 6, 2022. The mediation resulted in a mediator’s proposal, which all  
19 participating parties accepted on or about December 16, 2022 .

20 7. United believes that the Lawsuits’ claims and allegations are meritless and  
21 contends that at all times it has complied with relevant California and federal law as applied  
22 to the Settling Class.

23 8. Over the course of the Lawsuits, the Settling Parties have engaged in  
24 significant discussion of the validity of the legal claims at issue, have exchanged extensive  
25 documents and information, and have engaged in both motion practice and appeals, all of  
26 which have allowed the Settling Parties to fully assess the value of the claims involved.  
27 The Settling Parties have agreed to avoid further litigation and to settle and resolve the  
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1 Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims  
2 that are or could have been raised in the Lawsuit, that the Settling Class has or may have  
3 against United, to the fullest extent permitted by law and without any admission of liability  
4 or wrongdoing by either party. The Named Plaintiffs and their counsel have concluded  
5 that the Settlement is fair, reasonable, and in the best interests of the Settling Class and  
6 respectfully request that the Settlement be approved by the Court.

7 9. This Agreement shall become effective upon the “Effective Date,” as set  
8 forth in Section VII below. The Settling Parties hereby agree to do all things and to engage  
9 in all procedures reasonably necessary and appropriate to obtain final Court approval of  
10 this Agreement, in consideration for: (a) the payment by United of the consideration  
11 described herein, subject to the terms, conditions, and limitations of this Agreement; and  
12 (b) the release and judgment of the Lawsuits and all claims by the Named Plaintiff and  
13 Settling Class Members, as described in Paragraphs 33, 53, 54, and 55 of this Agreement.

14 **II.**  
15 **PAYMENTS TO THE SETTLING CLASS, CLASS COUNSEL, NAMED**  
16 **PLAINTIFF, AND THE SETTLEMENT ADMINISTRATOR**

17 10. Subject to Court approval, and the provisions of this Agreement, United shall  
18 pay an aggregate total of twelve million United States dollars and zero cents  
19 (\$12,000,000.00) (the “Gross Settlement Value” or “GSV”) in consideration for the  
20 settlement of the Lawsuits and the related release of all claims the Named Plaintiffs, and  
21 certain specified claims the Settling Class Members, may have against the United  
22 Releasees, as contained in Paragraphs 33, 53, 54, and 55 of this Agreement. Two hundred  
23 and fifty thousand U.S. dollars and no cents (\$250,000.00) of the GSV shall be allocated  
24 to claims under PAGA (the “PAGA Allocation”).

25 11. With respect to the GSV:

26 (a) United shall Deposit the full GSV in a non-interest bearing account to  
27 be established by the Settlement Administrator (as defined in Paragraph 16) within  
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1           fourteen (14) business days of receipt of notice of preliminary approval of the  
2           Settlement. Should the Settlement Effective Date never be reached for any reason,  
3           the Gross Settlement Amount shall be returned to United. The GSV shall remain  
4           in said account, pending occurrence of the Effective Date as defined in Section VII  
5           of the Agreement. The Settlement Administrator shall not disburse any portion of  
6           these funds until after the Effective Date.

7           (b)     The GSV has been agreed upon based upon certain information  
8           provided by United regarding the number of Settling Class Members, the number  
9           of workweeks worked by the Settling Class, and the number of Settling Class  
10          Members for whom background checks were run. Defendant will provide a  
11          declaration under penalty of perjury confirming the accuracy of said numbers at the  
12          time they were provided. If the number of workweeks in the Settling Class Period  
13          were inaccurate at the time they were provided by more than ten percent (10%), the  
14          GSV will be increased or decreased proportionately by the percentage amount  
15          exceeding ten percent (10%) (for example, if the actual number of workweeks was  
16          twelve percent (12%) higher than the GSV will be increased by two percent (2%),  
17          or if the actual number of workweeks was eleven percent (11%) lower the GSV  
18          will be decreased by one percent (1%)). If the number of Settling Class Members  
19          for whom background checks were run was inaccurate by more than ten percent  
20          (10%) at the time they were provided, the parties will meet-and-confer on the  
21          impact of this error.

22          12.     The GSV is the maximum amount that United shall be required to pay for  
23          settlement of the Lawsuit, except as provided in paragraph 11(b) above. The GSV will  
24          cover compensation to the Settling Class, additional compensation to the Named Plaintiffs  
25          as class representatives, the cost of settlement administration and notice, and attorneys'  
26          fees and reimbursement of litigation costs and expenses to Class Counsel (as defined in  
27          Sections IV and IX), and all payments and disbursements under this Settlement including  
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1 the employer's share of payroll taxes (with respect to those disbursements hereunder that  
2 will be treated as wages). This is a non-reversionary settlement, which means that once  
3 the Agreement is final and effective, no part of the GSV shall revert to United.

4 **III.**  
5 **SETTLING CLASS**

6 13. Solely for the purpose of effectuating this Settlement, and subject to Court  
7 approval, the Settling Parties hereby stipulate to the following "Settling Class" comprised  
8 of "Settling Class Members" defined as containing the following two subclasses:

9 California Subclass: All individuals who are or previously were  
10 employed by United in California and classified as a non-  
11 exempt Fleet Service Employees or Passenger Service  
12 Employees at any time during the period February 14, 2015, to  
13 March 31, 2023.

14 FCRA Subclass: All prospective employees and/or current  
15 employees employed by, or formerly employed by United in  
16 California who, as a condition of employment, were required to  
17 submit to a background check and/or consumer report at any  
18 time during the period August 12, 2015, to March 31, 2023.

19 Accordingly, the "California Class Period" is defined as February 14, 2015, through  
20 March 31, 2023, and the "FCRA Class Period" is defined as August 12, 2015, to March  
21 31, 2023.

22 14. All class-qualifying individuals during the California Class Period and/or  
23 FCRA Class Period shall be identified by United and provided to the Settlement  
24 Administrator pursuant to Paragraph 20 of this Agreement. Persons who request exclusion  
25 from the Settlement (if any) pursuant to the terms of this Settlement shall not be a Settling  
26 Class Member, shall not share in the distribution of the GSV, and shall not be bound by  
27 the terms of this Settlement, except with respect to PAGA claims.

28 15. The certification of the Settling Class, the Settling Parties' settlement of the  
Lawsuits, and their rights and obligations hereunder, are contingent upon final approval by  
the Court of this Agreement as to the Settling Class. The Settling Class recognizes and

1 agrees that – in consideration of the covenants undertaken herein by United, including,  
2 without limitation, United’s agreement to pay the full amount of the GSV – this Agreement  
3 settles certain claims the Settling Class has or may have against United as set out herein.

4 16. Subject to Court approval, the Settling Parties agree that CPT Group will be  
5 appointed as Settlement Administrator. The Settlement Administrator will be responsible  
6 for establishing and maintaining a non-interest bearing account for the GSV; mailing the  
7 class notices; receiving and logging adjustment forms and requests for exclusion;  
8 researching and updating addresses through skip-traces and similar means; answering  
9 questions from the Settling Class members; reporting on the status of the Settlement to the  
10 Settling Parties; preparing a declaration regarding its due diligence in the claims  
11 administration process; providing the Settling Parties with data regarding the filing of  
12 adjustment forms and requests for exclusion; calculating and distributing settlement  
13 checks; calculating tax obligations; remitting any and all tax obligations, including (at  
14 United’s sole election) the employer’s share of payroll taxes, to the appropriate taxing  
15 authorities; processing the PAGA Allocation; and doing such other things as the Settling  
16 Parties may direct. The fees and expenses of the Settlement Administrator (“Settlement  
17 Administration Expenses”) shall not exceed sixty thousand U.S. dollars and no cents  
18 (\$60,000.00).

19 **IV.**  
20 **APPOINTMENT OF NAMED PLAINTIFF’ COUNSEL**  
21 **AS SETTLING CLASS COUNSEL**

22 17. Class Counsel for the Settling Class shall be as follows:

23 Norman B. Blumenthal  
24 Kyle R. Nordrehaug  
25 Aparajit Bhowmik  
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**V.**  
**SETTLEMENT APPROVAL PROCEDURES**  
**AND NOTICE TO CLASS MEMBERS**

18. The Settling Parties' settlement of the Lawsuit, and their rights and obligations hereunder, is expressly conditioned on both the Court's preliminary and final approval of this Settlement as to the class defined in Section III of this Agreement.

1           19. At the earliest possible opportunity, Class Counsel shall file a motion  
2 requesting an order which, *inter alia*, grants preliminary approval of the Settlement  
3 Agreement and sets a date for the settlement fairness hearing (“Final Approval Hearing”).  
4 In conjunction with this request, Class Counsel shall submit this Agreement, supporting  
5 papers, and proposed forms of all notices and other documents, in the form attached hereto,  
6 necessary to implement the Settlement Agreement. The Preliminary Approval Order shall  
7 provide for notice of the Agreement and related matters (“Settlement Class Notice”),  
8 including notice of the procedure to withdraw from the Class to be sent to the Settling Class  
9 as specified herein. The Preliminary Approval Order submitted to the Court shall be in the  
10 form attached hereto as Exhibit A, and the Settlement Class Notice shall be in the form  
11 attached hereto as Exhibit B, and as further described in Paragraph 49 of this Agreement.

12           20. Not later than fifteen (15) business days after receipt of notice of the Court’s  
13 entry of an Order of Preliminary Approval, and to the extent possible based on the presence  
14 of information in its records, United shall provide to the Claims Administrator, in electronic  
15 form, a spreadsheet that contains the name, social security number, dates of active  
16 employment in a class-qualifying capacity during the period February 14, 2015, to March  
17 31, 2023, a yes/no statement as to whether the Settling Class Member had a background  
18 check or consumer report attributed to them during the period August 12, 2015, to March  
19 31, 2023, and last known mailing address of every Settling Class Member. United shall  
20 meet-and-confer with the Settlement Administrator regarding the format of said  
21 spreadsheet and shall cooperate to provide any additional information which the Settlement  
22 Administrator may request that is reasonable and necessary for the purpose of giving Class  
23 Notice, allocating and distributing the GSV, and otherwise administering this Agreement.

24           21. Not later than ten (10) business days after receipt of the information  
25 described in Paragraph 20 of this Agreement, the Settlement Administrator shall mail the  
26 Settlement Class Notice to all Settling Class Members whose address information is known.  
27 This mailing will be sent by first-class U.S. mail. Before mailing the Settlement Class  
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1 Notice, the Settlement Administrator shall run the Class member addresses through the U.S.  
2 Postal Service’s Change of Address Database.

3 22. The Settlement Administrator shall make such further efforts as are possible  
4 and reasonable (if any), to provide the Settlement Class Notice to Settling Class Members  
5 whose original Settlement Class Notice is returned as undeliverable, provided that all such  
6 efforts shall be completed by the sixtieth (60th) calendar day after the Settlement Class  
7 Notice is mailed. The Settlement Administrator shall document all efforts under this  
8 Section V, and keep such documentation for a period of four (4) years from the date of the  
9 Court’s final approval of the settlement.

10 23. The Settlement Administrator shall set up and maintain a website to post the  
11 Notice and provide other relevant information for Class Members about the Settlement.  
12 The uniform resource locator (URL) of said website shall not contain the terms “United”  
13 or “United Airlines” or similar identifier.

## 14 VI.

### 15 **PROCEDURE FOR OBJECTIONS AND OPT-OUTS**

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17 24. If any Settling Class Member believes that the proposed Settlement should  
18 not be approved by the Court for any reason, the Settling Class Member may object by: (1)  
19 filing a signed written objection in which the Settling Class Member provides their name,  
20 address, and telephone number and states the basis for an objection with the Court and  
21 whether they are represented by counsel; (2) serving a copy of the objection on the  
22 Settlement Administrator; and (3) sending copies of the objection to counsel for the Named  
23 Plaintiff and counsel for United. Settling Class Members may also object by appearing at  
24 the hearing for Final Approval.

25 25. Class members are requested to submit written objections within sixty (60)  
26 days from the date the Settlement Class Notice is first mailed. Class members will also be  
27 notified by the Settlement Class Notice that they may appear at the Court hearing scheduled  
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1 for final approval of the Settlement to have objections heard by the Court. Any attorney  
2 who represents an individual objecting to the Settlement must file a Notice of Appearance  
3 with the Court and timely serve counsel for all parties. All objections or other  
4 correspondence must state the name and number of the case, which is *United Airlines, Inc.*  
5 *Wage and Hour Cases.*, JCCP 5187 (San Diego Superior Court).

6 26. Any Settling Class Member who does not want to participate in this  
7 Settlement may “opt-out” of the Settlement by mailing a written request for exclusion to  
8 the Settlement Administrator. Requests for exclusions must be post-marked no later than  
9 sixty (60) calendar days after the Settlement Class Notice is first mailed. For a request for  
10 exclusion to be valid, it must be actually received by the Settlement Administrator and  
11 contain the name and signature of the Settling Class Member. Settling Class Members who  
12 opt-out will still be bound by the PAGA release set out herein.

13 27. If a Class member submits both a timely and valid Adjustment Form and a  
14 timely and valid request for exclusion, the latter-filed shall be determinative. If the two  
15 documents are filed simultaneously, and both are timely and valid, the Settlement  
16 Administrator shall attempt to contact the individual and determine his or her intent. If this  
17 attempt is unsuccessful, the request for exclusion shall be deemed invalid and the Settling  
18 Class Members shall be bound by and have the right to receive a payment through this  
19 Settlement.

20 28. A Settling Class Member who timely complies with the exclusion procedures  
21 set forth herein shall be excluded from the Settling Class, shall have no standing to object  
22 to or otherwise be heard by the Court and/or on appeal with respect to any aspect of this  
23 Agreement, and shall be ineligible for any benefits of this Agreement.

24 29. In addition to the list discussed in Paragraph 36, the Settlement Administrator  
25 shall stamp the date received on the original of any request for exclusion it receives and  
26 serve copies of the request(s) for exclusion on counsel for United within three (3) business  
27 days after receipt thereof.



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**VII.**

**THE EFFECTIVE DATE**

30. This Agreement shall become final and effective (the “Effective Date”) on the occurrence of all of the following events described in Paragraphs 31 through 34.

31. Entry by the Court of an Order of Preliminary Approval as discussed in Paragraph 19 of this Agreement, and appointment of a Settlement Administrator as described in Paragraph 16 of this Agreement.

32. Class Counsel filing, at or before the Final Approval Hearing, a declaration from the Settlement Administrator:

(a) Certifying that Class Notice to each Settling Class Member was sent in accordance with Sections V and XI of this Agreement and the Preliminary Approval Order;

(b) Setting out the number of Class Notices that were returned as undeliverable, and any efforts under Paragraphs 21 and 22 with regard to same; and

(c) Delineating the number of putative Settling Class Members who submitted timely requests for exclusion, and providing participation metrics measured by both headcount and workweeks on a percentage and absolute numbers basis.

33. Entry by the Court of an Order and Judgment Granting Final Approval. The Settling Parties shall jointly prepare and lodge a proposed Order and Judgment to this effect in advance of the Final Approval Hearing, which shall reflect, *inter alia*: that the Settlement is effective as a release of all claims alleged in the Lawsuits as to the State of California as well as all individuals who did not exclude themselves from the Settlement (provided that individuals who did exclude themselves will still be bound by the PAGA release contained herein), including those who did not cash a check or receive a payment; and the Court’s approval of the settlement pursuant to the terms of this Agreement, including but not limited to the releases set out in Paragraphs 53, 54, and 55. The Order and Judgment

1 Granting Final Approval will be filed in each of *Brown, Robinson, Santos I*, and *Santos II*,  
2 and used to either close or dismiss each of the same.

3 34. The occurrence of the “Effective Date of Judgment,” which shall be deemed  
4 to be the last to occur of the following:

5 (a) If an appeal or other review is not sought from the Order and  
6 Judgment Granting Final Approval, the sixty-fifth (65th) calendar day after entry of  
7 the judgment; or

8 (b) If an appeal or other review is sought from the Order and Judgment  
9 Granting Final Approval by a Settling Class Member, the day after the trial court’s  
10 judgment is affirmed or the appeal or other review is dismissed or denied, and the  
11 judgment is no longer subject to judicial review or other challenge.

12 **VIII.**  
13 **EFFECT OF NON-APPROVAL,**  
14 **FAILURE OF THE EFFECTIVE DATE TO OCCUR, OPT-OUTS**  
15 **IN EXCESS OF FIVE PERCENT**

16 35. If any one of the events specified in Section VII do not occur, this Agreement  
17 shall be voidable at United’s discretion, and any portion of the GSV previously deposited  
18 with the Settlement Administrator shall immediately be returned to United.

19 36. The Settlement Administrator shall provide written notice to Class Counsel  
20 and counsel for United no later than five (5) business days after the Notice Period Deadline  
21 with a complete list of all putative Settling Class Members who have timely requested  
22 exclusion from the class and the percentage of the NSV (as that term is defined in Paragraph  
23 45(e) of this Agreement) attributable to each. United, in its sole and independent discretion,  
24 shall have the right, but not the obligation, to revoke this Agreement if requests for  
25 exclusion from the settlement are filed by five percent (5%) or more of the Settling Class,  
26 measured on a headcount or percentage of NSV basis.



1 not seek payment of attorneys' fees or reimbursement of costs or expenses except as set  
2 forth herein. Class Counsel's application under this Paragraph 40 shall be scheduled for  
3 determination at the Final Approval Hearing. The attorneys' fees awarded shall be  
4 allocated between Class Counsel as follows: Blumenthal Nordrehaug Bhowmik De Blouw  
5 LLP – 27.5%; Kaplan Fox Kilsheimer LLP – 22.5%; The Nourmand Law Firm, APC –  
6 32.5%; James Hawkins APLC – 10%; Zakay Law Group, APLC – 7.5%.. The costs and  
7 expenses awarded shall be allocated between Class Counsel based upon the costs and  
8 expenses incurred by each firm as documented in their application.

9 41. United recognizes that, at the same time the application under Paragraph 40  
10 is made, Class Counsel will also apply to the Court for an additional award to Named  
11 Plaintiffs, in an amount not to exceed ten thousand U.S. Dollars and no cents (\$10,000.00)  
12 each, as reasonable additional compensation for the time and effort expended by them in  
13 connection with the initiation and maintenance of the Lawsuits and in consideration for the  
14 additional release set out in Paragraph 56 (the "Service Awards"). United will not oppose  
15 Class Counsel's application under this Paragraph 40 and the Named Plaintiffs, Class  
16 Counsel, and Settling Class Members shall not seek payment of any additional service  
17 awards except as set forth herein. Class Counsel's application under this Paragraph 41  
18 shall be scheduled for determination at the Final Approval Hearing, but Class Counsel's  
19 application shall be filed and served before the Class Notice is distributed.

20 42. Any awards pursuant to Paragraphs 40 and/or 41 will be funded solely and  
21 completely from the GSV.

22 43. If the Court does not approve the total amount of attorneys' fees, costs, and/or  
23 Service Awards requested by Class Counsel pursuant to Paragraphs 40 and/or 41 of this  
24 Agreement, any remaining portion of requested amount will be added to the Net Settlement  
25 Value (as that term is defined in Paragraph 45(e) of this Agreement). The Settlement  
26 Administrator shall recalculate the Class Member payments to account for any reduction  
27 in the amount of attorneys' fees, costs and/or Service Awards made by the Court.



1 Subparagraphs 45(a)-(d). The Net Settlement Value shall be allocated to the  
2 Settling Class as described in Section XI. The Settlement Administrator shall be  
3 responsible for the allocation and distribution of the Net Settlement Value to the  
4 Settling Class Members.

5 (f) Sixth, the amount of any settlement checks that are not cashed by  
6 Settling Class Members as well as any portion of the GSV not otherwise allocated  
7 under this Settlement shall be the Residual Amount. The checks for Class Member  
8 Payments and for Individual PAGA Payments shall be valid for one hundred and  
9 eighty (180) days. The Settlement Administrator shall send a reminder notice to  
10 any individual who has failed to negotiate their check by one hundred and twenty  
11 (120) days after issuance. Any checks not cashed after the one hundred and eighty  
12 (180) day period shall be voided and the Residual Amount shall be paid to the State  
13 Controller Unclaimed Property Fund in the name of the individual who failed to  
14 cash their check.

15 46. The Settlement Administrator shall make payments from the GSV pursuant  
16 to this Section X within fourteen (14) calendar days after the Effective Date, but only after  
17 the Effective Date.

18 47. In light of the nature of the claims in the Lawsuit, for the purposes of  
19 determining and/or calculating applicable taxes, with respect to the payments to the  
20 California Subclass, seventy-five percent (75%) of each Class Member Payment (as that  
21 term is defined in Paragraph 53 of this Agreement) shall be classified as ordinary income  
22 and penalties, payable on a Form 1099 and twenty-five percent (25%) of each Class  
23 Member Payment shall be classified as wages, payable on a Form W2. With respect to the  
24 payments to the FCRA Subclass, one hundred percent (100%) of their Class Members  
25 Payment is for penalties and interest, payable on a Form 1099. One hundred percent  
26 (100%) of the Aggrieved Employees' Individual PAGA Payments are for civil penalties,  
27 payable on a Form 1099. One hundred percent (100%) of the Named Plaintiffs' Service  
28

1 Award will be allocated to ordinary income, payable on a Form 1099. The Named  
2 Plaintiffs and Settling Class Members shall be individually responsible for any and all tax  
3 implications or obligations attributable to receipt of the Service Award and/or Class  
4 Member Payments. The Settlement Administrator shall be responsible for generating any  
5 necessary or appropriate documents and remitting any necessary monies to the appropriate  
6 agencies in connection with payments hereunder. United shall provide the Settlement  
7 Administrator with any information reasonably necessary to perform the calculations  
8 discussed in this Paragraph 45.

9  
10 **XI.**  
11 **DETERMINATION OF THE AMOUNT, PROCESSING,**  
12 **AND PAYMENT OF CLASS MEMBER CLAIMS**

13 48. The Settlement Class Notice sent to each Settling Class Member shall be  
14 accompanied by a separate Adjustment Form which is attached hereto as Exhibit C. The  
15 Adjustment Form shall be individualized for each Settling Class Member with information  
16 reflecting the number of workweeks during the Settling Class Period worked in a capacity  
17 qualifying for membership in the California Subclass during the California Class Period,  
18 and whether the Settling Class Member has a background check or consumer report  
19 attributed to them during the period August 12, 2015, to March 31, 2023, pursuant to the  
20 spreadsheet discussed in Paragraph 20 of this Agreement. Additionally, the Adjustment  
21 Form will contain the estimated dollar value of the Class Member Payment, as that term is  
22 defined in Paragraph 53 of this Agreement, assuming that Class Counsel's requests under  
23 Paragraphs 40 and 41 of this Agreement are granted in their entirety and that all information  
24 contained in the spreadsheet discussed in Paragraph 20 is correct. The Class Notice and  
25 Adjustment Form shall inform each Settling Class Member that they may submit a  
26 corrected Adjustment Form, along with supporting documentation, to the Settlement  
27 Administrator to the extent a Settling Class Member believes that any of the information  
28 pertaining to that individual on the Adjustment Form is incorrect. The Settlement Class

1 Notice and Adjustment Form shall further inform each Settling Class Member that, to be  
2 valid, the completed Adjustment Form must bear a postmark reflecting a date within  
3 sixty (60) calendar days from the date of first mailing of the Settlement Class Notice (the  
4 “Notice Period Deadline”). Settling Class Members bear the responsibility of ensuring that  
5 information on the Adjustment Form is correct and that any Adjustment Forms submitted  
6 to the Settlement Administrator are actually received by the Settlement Administrator in  
7 compliance with this Agreement.

8 49. The Settlement Class Notice shall contain the release and waiver of claims  
9 against United contained in Paragraphs 55, 56, and 57 of this Agreement, and an easily  
10 understood statement alerting Settling Class Members that by failing to submit a Request  
11 for Exclusion the individual is executing a release and waiver of all such claims the  
12 employee may have against United, whether or not they receive a payment.

13 50. As provided in Paragraph 20, United will provide the Settlement  
14 Administrator with the information required to individualize the Adjustment Forms  
15 discussed in Paragraph 48 of this Agreement. The Settlement Administrator will be solely  
16 responsible for resolving any discrepancies between United’s documentation and  
17 conflicting information provided by the Settling Class member in an Adjustment Form,  
18 and said resolution by the Settlement Administrator shall be final and binding on all parties.  
19 Once the Settlement Administrator resolves a given discrepancy, it will notify the Settling  
20 Class Member of its decision in writing and within ten (10) calendar days. United agrees  
21 to provide additional available information that is reasonable and necessary for the  
22 Settlement Administrator to resolve any such discrepancies.

23 51. The State of California, and all putative Settling Class Members who have  
24 not returned a completed and timely Request for Exclusion, shall be bound by the Order  
25 and Judgment Granting Final Approval and the release of claims set forth in Paragraphs  
26 53, 54, and 55 of this Agreement.

27 52. As soon as practicable after the Notice Period Deadline, the Settlement  
28



1 Administrator shall calculate the Class Member Payments as follows: (i) first, a flat  
2 payment of \$75 per person to each FCRA Subclass Member shall be paid from the NSV;  
3 (ii) second, after deducting the FCRA Subclass payments from the NSV, the amount  
4 remaining shall be allocated to the California Subclass Members as follows: (i) the  
5 Settlement Administrator shall determine the weeks worked for each California Subclass  
6 Member during the period February 14, 2015, to March 31, 2023 based upon the data  
7 provided by Defendant pursuant to Paragraph 20 of this Agreement; (ii) the Settlement  
8 Administrator shall then divide the amount remaining in the NSV by the total number of  
9 weeks for the California Subclass to determine a dollar amount per week (“Weekly Rate”);  
10 and (iii) the Settlement Administrator shall then take the number of weeks worked by each  
11 California Subclass Member and multiply it by the Weekly Rate to calculate their  
12 Settlement Share. Settling Class Members who request exclusion shall not be paid a Class  
13 Member Payment, and their Class Members Payments shall be part of the NSV.

14 53. The disbursement to each Settling Class Member shall be the number which  
15 results from the above calculation set forth in Paragraph 52 (the “Class Member Payment”).  
16 The disbursement to each Aggrieved Employees shall be the Individual PAGA Payments  
17 allocated from the twenty-five percent (25%) share of the PAGA Allocation calculated by  
18 (a) dividing the amount of the Aggrieved Employees’ twenty five percent (25%) share of  
19 PAGA Allocation (sixty-two thousand five hundred U.S. dollars and no cents (\$62,500))  
20 by the total number of pay periods worked by all Aggrieved Employees during the PAGA  
21 Period and (b) multiplying the result by each Aggrieved Employee’s pay periods.  
22 “Aggrieved Employees” are all individuals who were employed by Defendant in California  
23 and classified as a non-exempt Fleet Service Employee or Passenger Service Employee at  
24 any time during the PAGA Period. The “PAGA Period” is the time period from February  
25 15, 2018 through March 31, 2023.

26 54. The Settlement Administrator shall provide counsel for the Settling Parties  
27 with a Final Accounting and Report not later than five (5) court days after the Effective  
28

1 Date. This Final Accounting and Report will include the calculations discussed in this  
2 Section XI.

3  
4 **XII.**  
**RELEASES**

5 55. **Release by Settling Class.** Upon full funding of the GSV and in exchange  
6 for the consideration, undertakings, and covenants undertaken by United in this Agreement,  
7 including but not limited to the provisions of Paragraph 10 and Section XIII, and to the  
8 extent permitted by applicable law, all members of the Settling Class, except those  
9 individuals (if any) who validly requested exclusion, hereby release, discharge, and  
10 covenant not to sue United Airlines, Inc., including its predecessors, successors, affiliates,  
11 parents, subsidiaries, related companies, employees, agents, shareholders, officers,  
12 directors, attorneys, insurers, and any entity which could be jointly liable with it, or any of  
13 them (individually and collectively “the United Releasees,”) from and with respect to the  
14 following actions, causes of action, suits, liabilities, claims, and demands, whether known  
15 or unknown, which the Settling Class, or individual members thereof, has, or had against  
16 the United Releasees, or any of them, as follows:

17 (a) With regard to the California Subclass during the California Class  
18 Period, all wage and hour claims that were alleged, or reasonably could have been  
19 alleged, which occurred during the California Class Period, excluding any  
20 background check claims, including all claims for violation of: Labor Code §§ 201-  
21 203, 226, 226.7, 227.3, 245-249, 510, 512, 1194, 1197, and 1197.1; Wage Order 9-  
22 2001; 29 U.S.C. §§ 201 *et seq.*, and expressly excluding all other claims, including  
23 claims for vested benefits, wrongful termination, violation of the Fair Employment  
24 and Housing Act, unemployment insurance, disability, social security, workers'  
25 compensation, and California wage and hour class claims outside of the California  
26 Class Period;

1 (b) With regard to the FCRA Subclass during the FCRA Class Period, ,  
2 all background check and/or consumer report claims that were alleged, or  
3 reasonably could have been alleged, which occurred during the FCRA Class Period,  
4 excluding any wage and hour claims, including all claims for violation of: the Fair  
5 Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the California Consumer Credit  
6 Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.*; Labor Code §  
7 1024.5, and the California Investigative Consumer Reporting Agencies Act,  
8 California Civil Code §§ 1786 *et seq.*, and expressly excluding all other claims,  
9 including claims for vested benefits, wrongful termination, violation of the Fair  
10 Employment and Housing Act, unemployment insurance, disability, social security,  
11 workers' compensation, and background check claims outside of the FCRA Class  
12 Period;

13 (c) The claims set out in Paragraph 53(a) and Paragraph 53(b), along with  
14 claims under California Labor Code §§ 2698 *et seq.* and California Business &  
15 Professions Code § 17200 *et seq.* predicated thereon, shall be referred to collectively  
16 as the “Released Claims.”

17 (d) The Released Claims include specifically, by way of further  
18 description, but not by way of limitation, any and all claims arising out of or  
19 reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines,  
20 penalties, wages, interest, restitution, liquidated damages, punitive damages,  
21 declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the  
22 claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited  
23 to any such claims based on the California Labor Code, Business and Professions  
24 Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil  
25 Procedure).

26 **56. Additional Release by Named Plaintiffs.** Upon full funding of the GSV  
27 and in exchange for the consideration, undertakings, and covenants undertaken by United  
28

1 in this Agreement, including but not limited to the provisions of Paragraphs 10 and 41, and  
2 to the extent permitted by applicable law, the Named Plaintiffs – in addition to the release  
3 set out in Paragraph 53 of this Agreement – further hereby releases, discharges, and  
4 covenants not to sue the United Releasees with respect to and from any and all claims,  
5 charges of discrimination, demands, liens, agreements, contracts, covenants, actions, suits,  
6 causes of action, disputed wages, obligations, debts, expenses, attorneys’ fees, damages,  
7 penalties, interest, judgments, orders and liabilities of whatever kind or nature in law,  
8 equity or otherwise, whether now known or unknown, suspected or unsuspected, and  
9 whether or not concealed or hidden, which they now own or hold or they have at any time  
10 heretofore owned or held, arising out of or in any way connected with their employment,  
11 separation of employment, or any other relationship with, the United Releasees, or any  
12 other transactions, occurrences, acts or omissions or any loss, damage or injury whatever,  
13 known or unknown, suspected or unsuspected, resulting from any act or omission by or on  
14 the part of said United Releasees, or any of them, committed or omitted prior to the date of  
15 the Court’s order granting final approval; provided, however, that claims for additional  
16 short term disability benefits, and under the Age Discrimination in Employment Act, as  
17 modified by the Older Workers Benefits Protection Act, are excluded (collectively,  
18 “Named Plaintiff’s Claims”). Aside from the aforementioned limitation, the parties intend  
19 the Named Plaintiff’s release to be general and comprehensive in nature and to release all  
20 Named Plaintiff’s Claims and potential Named Plaintiff’s Claims against the United  
21 Releasees to the maximum extent permitted at law. Named Plaintiff’s Claims being  
22 released include specifically, by way of description, but not by way of limitation, any and  
23 all claims arising out of or in any way related to: (i) any interactions between Named  
24 Plaintiffs and the United Releasees; (ii) Named Plaintiff’s application for employment,  
25 employment, separation of employment, contractual, and/or quasi-contractual relationship  
26 with the United Releasees; (iii) any allegations as to disputed wages, remuneration, and/or  
27 other compensation, due by operation of statute, ordinance, contract, or quasi-contract; (iv)

1 any federal, state, or local law prohibiting discrimination or retaliation on the basis of age,  
2 race, color, ancestry, religion, disability, sex, national origin, or citizenship, including,  
3 without limitation, claims under Title VII, the California Fair Employment and Housing  
4 Act, and the Americans With Disabilities Act; (v) the California Labor Code, the California  
5 Business & Professions Code, California IWC Orders, the Employee Retirement Income  
6 Security Act, or any other similar statutes whatever the city, county, state, or country of  
7 enactment; (vi) any claims under the Family and Medical Leave Act of 1993 and/or the  
8 California Family Rights Act; and (vii) any transactions, occurrences, acts, statements,  
9 disclosures, or omissions occurring prior to the date of the Court’s order granting final  
10 approval.

11 57. **Limited Waiver of California Civil Code Section 1542.** The waiver  
12 contained in this Paragraph 57 is not intended to expand the nature of the claims released  
13 by the Settling Class beyond the Released Claims set out in Paragraph 55, but rather is  
14 intended to ensure that the release set out in Paragraph 55 is fully enforceable and is not  
15 impeded by Section 1542. With that understanding, all Settling Class Members (including,  
16 without limitation, the Named Plaintiffs), and the State of California, intend and/or are  
17 deemed to intend that this Agreement should be effective as a bar to any and all of the  
18 claims released by Paragraphs 55 and 56. In furtherance of this intention, all Settling Class  
19 Members and the State of California expressly waive any and all rights or benefits  
20 conferred on them by the provisions of Section 1542 of the California Civil Code with  
21 respect to the Released Claims. Section 1542 provides as follows:

22 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
23 **THAT THE CREDITOR OR RELEASING PARTY DOES**  
24 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
25 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**  
26 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
27 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
28 **WITH THE DEBTOR OR RELEASED PARTY.”**



1           61.   Settlement the Result of Arm’s-Length Bargaining.

2                   The terms of the settlement of these Lawsuits resulted from several years of  
3 litigation generally, as well as two full days of mediation before and many follow-up  
4 communications with a third-party neutral.

5           62.   Notices.

6                   Except for Settling Class Member notices which are required herein to be  
7 made to or by the Settlement Administrator, all notices, requests, demands, and other  
8 communications related to or in connection with this Agreement shall be in writing, and  
9 shall be provided by appropriate method depending on the urgency (*e.g.*, personal delivery,  
10 facsimile, overnight delivery, or first-class U.S. mail) to:

11           **TO THE SETTLING CLASS:**

12           Norman B. Blumenthal  
13           Kyle R. Nordrehaug  
14           Aparajit Bhowmik  
15           BLUMENTHAL NORDREHAUG  
16           BHOWMIK DE BLOUW LLP  
17           2255 Calle Clara  
18           La Jolla, CA 92037  
19           Telephone:   858-551-1223  
20           Facsimile:     858-551-1232

21           **TO United:**

22           Adam P. KohSweeney  
23           O’Melveny & Myers LLP  
24           Two Embarcadero Center  
25           San Francisco, CA 94111-3823  
26           Telephone:   415-984-8912  
27           Facsimile:     415-984-8701

28           63.   No Admission of Liability.

                  Nothing herein shall constitute any admission by United of wrongdoing or  
liability or of the truth of any factual allegations in the Lawsuits. Nothing herein shall  
constitute an admission by United that the Lawsuits were properly brought as a class or  
representative action other than for settlement purposes. To the contrary, United has denied  
and continues to deny each and every material factual, procedural, and/or legal allegation  
and alleged claim asserted in the Lawsuits, and has contended throughout that it has  
employment policies in place that meet or exceed the requirements of applicable law. To  
this end, the settlement of the Lawsuit, the negotiation and execution of this Agreement,  
and all acts performed or documents executed pursuant to or in furtherance of this

1 Agreement or the settlement: are not, shall not be deemed to be, and may not be used as,  
2 an admission or evidence of any wrongdoing or liability on the part of United or of the  
3 truth of any of the factual allegations in the Complaint in the Lawsuits; and are not, shall  
4 not be deemed to be, and may not be used as, an admission or evidence of any fault or  
5 omission on the part of United in any civil, criminal or administrative proceeding in any  
6 court, administrative agency, or other tribunal.

7 64. Modification by Writing Only.

8 This Agreement, and its terms and Exhibits, may be modified only in a  
9 writing signed by all counsel of record for the parties, and will not become effective unless  
10 and until approved by the Court or otherwise as ordered by the Court.

11 65. Representations.

12 (a) The Named Plaintiffs and Class Counsel represent that they are  
13 presently unaware of any other lawsuit or administrative proceeding which alleges  
14 any of the claims asserted by the Lawsuit.

15 (b) The Named Plaintiffs, on behalf of themselves and the Settling Class,  
16 have expressly authorized Class Counsel to take all appropriate action required or  
17 permitted to be taken pursuant to this Agreement to effectuate its terms.

18 (c) Each attorney executing this Agreement or any of its Exhibits on  
19 behalf of any party hereto hereby warrants that full authority to do so has been given  
20 by his/her client(s).

21 (d) Undersigned counsel for Ella Brown, and Mr. Walter Brown,  
22 represent and warrant that Plaintiff Ella Brown is deceased, and that Mr. Walter  
23 Brown has full authority and approval to bind her estate to the terms of this  
24 Agreement.

25 (e) United, Class Counsel, and Named Plaintiffs waive their right to file  
26 an appeal, writ, or any challenge whatsoever to the terms of this Agreement;  
27 provided, however, that Class Counsel and the Named Plaintiffs may appeal the  
28



1 Court's determinations with regard to the requests set out in Paragraphs 40 and 41.  
2 Consistent with Paragraph 44, however, any such appeal will have no effect  
3 whatsoever on the other terms and provisions of this Agreement, including, by way  
4 of example but not of limitation, the releases set out in Paragraphs 55, 56, and 57.

5 (f) The Settling Parties represent and agree that neither have received  
6 and/or relied upon any advice and/or representations from the other party and/or its  
7 attorneys as to the necessity for withholding or the taxability of the consideration  
8 paid pursuant to this Agreement, whether pursuant to federal, state, or local income  
9 tax statutes or otherwise.

10 66. Further Cooperation.

11 The Settling Parties and their respective counsel of record shall proceed  
12 diligently to prepare and execute all documents, to seek the necessary Court approvals,  
13 and to do all other things reasonably necessary to conclude this Settlement.

14 67. Construction and Integration.

15 This Agreement, including its exhibits, constitutes the entire agreement and  
16 understanding between the Settling Parties, and supersedes any previous agreements or  
17 understandings between the Settling Parties. No representations, warranties, or  
18 inducements have been made to any party concerning the subject matter of this Agreement  
19 and/or exhibits other than the representations, warranties, and covenants contained in such  
20 documents. This Agreement and related exhibits shall be construed each as a whole, and  
21 with reference to one another, according to their fair meaning and intent. Each of the  
22 Settling Parties represent that its/her counsel has participated and cooperated in the drafting  
23 and preparation of this Agreement and related exhibits; hence, in any construction to be  
24 made of this Agreement and/or exhibits, the same shall not be construed against any party  
25 on the basis that said party was the drafter.



1 members have notice of the Settlement; or (iii) posting otherwise publicly available  
2 information on Class Counsels' websites.

3 72. Continuing Jurisdiction.

4 Except as otherwise specifically provided for herein, Department C-69 of the  
5 Superior Court of the State of California, County of San Diego, shall retain jurisdiction to  
6 construe, interpret, and enforce this Agreement and the settlement; to supervise all notices,  
7 the administration of the settlement and this Agreement, and distribution of the GSV; and  
8 to hear and adjudicate any dispute arising from or related to the settlement and/or this  
9 Agreement.


10 73. Calculation of Time

11 To the extent that any timeframe set out in this Agreement is ambiguous, said  
12 ambiguity shall be resolved by applying the conventions contained in California Code of  
13 Civil Procedure §§ 12-12c.

14  
15 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly  
16 authorized representatives accept and agree to the terms of this Agreement and hereby  
17 execute it voluntarily and with a full understanding of its consequences.

18  
19 

20 Walter Brown, Guardian of the Estate for  
21 Ella Brown, signing for Ella Brown  
22 Named Plaintiff



23 Date

24 \_\_\_\_\_  
25 Roland E. Robinson  
26 Named Plaintiff

27 \_\_\_\_\_  
28 Date

\_\_\_\_\_

\_\_\_\_\_

Samuel Umanzor  
Named Plaintiff

Date

1 members have notice of the Settlement; or (iii) posting otherwise publicly available  
2 information on Class Counsels' websites.

3 72. Continuing Jurisdiction.

4 Except as otherwise specifically provided for herein, Department C-69 of the  
5 Superior Court of the State of California, County of San Diego, shall retain jurisdiction to  
6 construe, interpret, and enforce this Agreement and the settlement; to supervise all notices,  
7 the administration of the settlement and this Agreement, and distribution of the GSV; and  
8 to hear and adjudicate any dispute arising from or related to the settlement and/or this  
9 Agreement.

10 73. Calculation of Time

11 To the extent that any timeframe set out in this Agreement is ambiguous, said  
12 ambiguity shall be resolved by applying the conventions contained in California Code of  
13 Civil Procedure §§ 12-12c.

14  
15 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly  
16 authorized representatives accept and agree to the terms of this Agreement and hereby  
17 execute it voluntarily and with a full understanding of its consequences.

18  
19  
20 \_\_\_\_\_  
Walter Brown, Guardian of the Estate for  
Ella Brown, signing for Ella Brown  
21 Named Plaintiff

\_\_\_\_\_ Date

22 

\_\_\_\_\_ 07/06/2023

23 \_\_\_\_\_  
Roland E. Robinson  
24 Named Plaintiff

\_\_\_\_\_ Date

25 \_\_\_\_\_  
Samuel Umanzor  
26 Named Plaintiff

\_\_\_\_\_ Date

1 members have notice of the Settlement; or (iii) posting otherwise publicly available  
2 information on Class Counsels' websites.

3 72. Continuing Jurisdiction.

4 Except as otherwise specifically provided for herein, Department C-69 of the  
5 Superior Court of the State of California, County of San Diego, shall retain jurisdiction to  
6 construe, interpret, and enforce this Agreement and the settlement; to supervise all notices,  
7 the administration of the settlement and this Agreement, and distribution of the GSV; and  
8 to hear and adjudicate any dispute arising from or related to the settlement and/or this  
9 Agreement.

10 73. Calculation of Time

11 To the extent that any timeframe set out in this Agreement is ambiguous, said  
12 ambiguity shall be resolved by applying the conventions contained in California Code of  
13 Civil Procedure §§ 12-12c.

14  
15 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly  
16 authorized representatives accept and agree to the terms of this Agreement and hereby  
17 execute it voluntarily and with a full understanding of its consequences.

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21 Walter Brown, Guardian of the Estate for  
22 Ella Brown, signing for Ella Brown  
23 Named Plaintiff

\_\_\_\_\_  
Date

23 \_\_\_\_\_  
24 Roland E. Robinson  
25 Named Plaintiff

\_\_\_\_\_  
Date

25   
26 \_\_\_\_\_  
27 Samuel Umazor (Jun 28, 2023 18:22 PDT)

\_\_\_\_\_  
Jun 28, 2023

26 \_\_\_\_\_  
27 Samuel Umazor  
28 Named Plaintiff

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John Thomas  
Named Plaintiff

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DocuSigned by:  
*Carlos Santos*

7/5/2023

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Carlos Santos  
Named Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Robert Rivkin  
Senior Vice President and Chief Legal  
Officer, for and on behalf of United  
Airlines, Inc.

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT AND FORM:**

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik

  
\_\_\_\_\_  
Kyle Nordrehaug

7/13/23

\_\_\_\_\_  
Date

Attorneys for Named Plaintiff  
Ella Brown

**THE NOURMAND LAW FIRM, APC**  
Michael Nourmand  
James A. De Sario

\_\_\_\_\_  
By: Michael Nourmand  
Attorneys for Named Plaintiff  
Roland E. Robinson

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John Thomas  
Named Plaintiff

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Carlos Santos  
Named Plaintiff

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Date

  
\_\_\_\_\_  
By: Robert Rivkin  
Senior Vice President and Chief Legal  
Officer, for and on behalf of United  
Airlines, Inc.

06-27-23  
Date

**APPROVED AS TO CONTENT AND FORM:**

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik

\_\_\_\_\_  
By: Kyle Nordrehaug  
Attorneys for Named Plaintiff  
Ella Brown

\_\_\_\_\_  
Date

**THE NOURMAND LAW FIRM, APC**  
Michael Nourmand  
James A. De Sario

\_\_\_\_\_  
By: Michael Nourmand  
Attorneys for Named Plaintiff  
Roland E. Robinson

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John Thomas  
Named Plaintiff

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Date

\_\_\_\_\_  
Carlos Santos  
Named Plaintiff

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Robert Rivkin  
Senior Vice President and Chief Legal  
Officer, for and on behalf of United  
Airlines, Inc.

\_\_\_\_\_  
Date

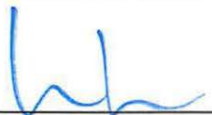
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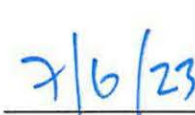
**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik

\_\_\_\_\_  
By: Kyle Nordrehaug  
Attorneys for Named Plaintiff  
Ella Brown

\_\_\_\_\_  
Date

**THE NOURMAND LAW FIRM, APC**  
Michael Nourmand  
James A. De Sario

  
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\_\_\_\_\_

By: Michael Nourmand  
Attorneys for Named Plaintiff  
Roland E. Robinson

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**KAPLAN FOX & KILSHEIMER LLP**

**Laurence D. King**

**Matthew B. George**



6/29/23  
Date

By: Matthew B. George  
Attorneys for Named Plaintiffs  
Samuel Umanzor and John Thomas

**JAMES HAWKINS APLC**

James R. Hawkins

Christina M. Lucio

\_\_\_\_\_  
By: Christina M. Lucio  
Attorneys for Named Plaintiff  
Carlos Santos

\_\_\_\_\_  
Date

**ZAKAY LAW GROUP, ALPC**

Shani O. Zakay

\_\_\_\_\_  
By: Shani O. Zakay  
Attorneys for Named Plaintiff  
Ella Brown

\_\_\_\_\_  
Date

**O'MELVENY & MYERS LLP**

Adam P. KohSweeney

Kristin MacDonnell

\_\_\_\_\_  
By: Adam P. KohSweeney  
Attorneys for Defendant  
United Airlines, Inc.

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**KAPLAN FOX & KILSHEIMER LLP**  
**Laurence D. King**  
**Matthew B. George**

\_\_\_\_\_  
By: Matthew B. George  
Attorneys for Named Plaintiffs  
Samuel Umanzor and John Thomas

\_\_\_\_\_  
Date

**JAMES HAWKINS APLC**  
James R. Hawkins  
Christina M. Lucio



\_\_\_\_\_  
By: Christina M. Lucio  
Attorneys for Named Plaintiff  
Carlos Santos

\_\_\_\_\_  
07/05/2023  
Date

**ZAKAY LAW GROUP, ALPC**  
Shani O. Zakay

\_\_\_\_\_  
By: Shani O. Zakay  
Attorneys for Named Plaintiff  
Ella Brown

\_\_\_\_\_  
Date

**O'MELVENY & MYERS LLP**  
Adam P. KohSweeney  
Kristin MacDonnell

\_\_\_\_\_  
By: Adam P. KohSweeney  
Attorneys for Defendant  
United Airlines, Inc.

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**KAPLAN FOX & KILSHEIMER LLP**  
**Laurence D. King**  
**Matthew B. George**

\_\_\_\_\_  
By: Matthew B. George  
Attorneys for Named Plaintiffs  
Samuel Umanzor and John Thomas


\_\_\_\_\_  
Date

**JAMES HAWKINS APLC**  
James R. Hawkins  
Christina M. Lucio

\_\_\_\_\_  
By: Christina M. Lucio  
Attorneys for Named Plaintiff  
Carlos Santos

\_\_\_\_\_  
Date

**ZAKAY LAW GROUP, ALPC**  
Shani O. Zakay

  
\_\_\_\_\_  
By: Shani O. Zakay  
Attorneys for Named Plaintiff  
Ella Brown

7/13/2023  
\_\_\_\_\_  
Date

**O'MELVENY & MYERS LLP**  
Adam P. KohSweeney  
Kristin MacDonnell

\_\_\_\_\_  
By: Adam P. KohSweeney  
Attorneys for Defendant  
United Airlines, Inc.

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**KAPLAN FOX & KILSHEIMER LLP**  
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**Matthew B. George**

\_\_\_\_\_  
By: Matthew B. George  
Attorneys for Named Plaintiffs  
Samuel Umanzor and John Thomas

\_\_\_\_\_  
Date

**JAMES HAWKINS APLC**  
James R. Hawkins  
Christina M. Lucio

\_\_\_\_\_  
By: Christina M. Lucio  
Attorneys for Named Plaintiff  
Carlos Santos

\_\_\_\_\_  
Date

**ZAKAY LAW GROUP, ALPC**  
Shani O. Zakay

\_\_\_\_\_  
By: Shani O. Zakay  
Attorneys for Named Plaintiff  
Ella Brown

\_\_\_\_\_  
Date

**O'MELVENY & MYERS LLP**  
Adam P. KohSweeney  
Kristin MacDonnell



\_\_\_\_\_  
By: Adam P. KohSweeney  
Attorneys for Defendant  
United Airlines, Inc.

\_\_\_\_\_  
06/28/2023  
Date

**EXHIBIT A**

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

**IN RE: UNITED AIRLINES WAGE  
AND HOUR CASES**

Included Actions:

**BROWN v. UNITED AIRLINES, INC.**  
San Diego County Superior Court  
Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

**ROBINSON vs. UNITED AIRLINES, INC.**  
Alameda County Superior Court  
Case No. RG19014578  
(filed on April 11, 2019)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-585926  
(filed on August 12, 2020)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL TO  
CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT AND  
RELEASE**

Case No. JCCP 5187

Judge: Hon. Katherine Bacal  
Dep't C-69

1 The Court has before it the joint Agreement by Plaintiffs Ella Brown, Roland E.  
2 Robinson, Samuel Umanzor, and Carlos Santos, individually and as class representatives  
3 (collectively, “Plaintiffs”), and Defendant United Airlines, Inc. (“Defendant” or “United”)  
4 for preliminary approval of a proposed class action settlement. After reviewing the parties’  
5 written submissions and after hearing arguments of counsel, the Court hereby finds and  
6 orders as follows:

7 1. The Court finds on a preliminary basis that the settlement memorialized in  
8 the Class and Representative Action Settlement Agreement (the (“Settlement” or  
9 “Agreement”) and filed with the Court, falls within the range of reasonableness and  
10 therefore meets the requirements for preliminary approval. The Agreement sets out the  
11 terms upon which United will settle all claims that have been brought against it in the  
12 coordinated case *In re: United Airlines Wage and Hour Cases*, JCCP 5187, as well as in  
13 all constituent matters as listed in the caption above.

14 2. **Settling Class.** The Court finds, for purposes of settlement only, that the  
15 Settling Class as defined in the Agreement meets the requirements for certification under  
16 California law, and therefore conditionally certifies, for settlement purposes only, the  
17 following Settling Class comprised of two subclasses:

18 California Subclass: All individuals who are or previously were employed by  
19 United in California and classified as a non-exempt ramp agent or customer  
20 service representative employees at any time during the period February 14, 2015,  
21 to March 31, 2023.

22 FCRA Subclass: All prospective employees and/or current employees employed  
23 by, or formerly employed by United in California who, as a condition of  
24 employment, were required to submit to a background check and/or consumer  
25 report at any time during the period August 12, 2015, to March 31, 2023.

26 3. **Appointment of Class Representative.** The Court appoints, for settlement  
27 purposes only, Plaintiffs Ella Brown, Roland E. Robinson, Samuel Umanzor, and Carlos  
28

1 Santos as Class Representatives.

2 4. **Appointment of Class Counsel.** The Court appoints, for settlement  
3 purposes only, the following counsel as Settlement Class Counsel:

4 Norman B. Blumenthal  
5 Kyle R. Nordrehaug  
6 Aparajit Bhowmik  
7 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
8 2255 Calle Clara  
9 La Jolla, CA 92037  
10 Telephone: 858-551-1223  
11 Facsimile: 858-551-1232

12 Michael Nourmand  
13 James A. De Sario  
14 THE NOURMAND LAW FIRM, APC  
15 8822 West Olympic Boulevard  
16 Beverly Hills, CA 90211  
17 Telephone: 310-553-3600  
18 Facsimile: 310-553-3603

19 Laurence D. King  
20 Matthew B. George  
21 KAPLAN FOX & KILSHEIMER LLP  
22 1999 Harrison Street, Suite 1560  
23 Oakland, California 94612  
24 Telephone: 415-772-4700  
25 Facsimile: 415-772-4707

26 James R. Hawkins  
27 Christina M. Lucio  
28 JAMES HAWKINS APLC  
9880 Research Drive, Suite 200  
Irvine, CA 92618  
Telephone: 415-772-4700  
Facsimile: 415-772-4707

Shani O. Zakay  
ZAKAY LAW GROUP, APLC  
5440 Morehouse Drive, Suite 5400  
San Diego, CA 92121  
Telephone: (619) 255-9047



1 Facsimile: (858) 404-9203

2 5. **Settlement Administrator and Notice.** The Settling Parties shall retain  
3 the services of CPT Group for the administration of the Settlement, and said entity is  
4 hereby appointed Settlement Administrator. As described in Paragraphs 21 and 22 of the  
5 Agreement, by no later than ten (10) business days after receiving the information  
6 described in Paragraph 20 of the Agreement, the Settlement Administrator shall provide  
7 notice of settlement (“Settlement Class Notice”) and an adjustment form (“Adjustment  
8 Form”) to all Settling Class Members by first class U.S. mail to their last known address  
9 according to the information that United will provide to the Settlement Administrator  
10 pursuant to Paragraph 20 of the Agreement. The Settlement Class Notice shall be in the  
11 form lodged as Exhibit “B” to the Agreement. The Settlement Administrator shall make  
12 such further efforts as are possible and reasonable (if any) to provide the Settlement Class  
13 Notice to Settling Class Members whose original Settlement Class Notice is returned as  
14 undeliverable, provided that all such efforts shall be completed by the sixtieth (60th)  
15 calendar day after the Settlement Class Notice is mailed. The Court finds that the content  
16 and schedule of the mailings discussed in this Order meet the requirements of due  
17 process, provide the best notice practicable, and will constitute sufficient notice to  
18 Settling Class Members.

19 6. **Requests for Adjustment.** Settling Class Members may request a change  
20 to their allocation under the Settlement by mailing the Settlement Administrator a signed  
21 and dated Adjustment Form, along with supporting documentation, as set forth in  
22 Paragraph 48 of the Agreement. The Adjustment Form shall be in the form lodged as  
23 Exhibit “C” to the Agreement. Pursuant to the terms of the Agreement, the Settlement  
24 Administrator shall have the authority to determine the appropriate payments to Settling  
25 Class Members and shall have final authority to resolve any disputes regarding the same.

26 7. **Exclusions.** Putative Settling Class Members may exclude themselves from  
27 the Settlement Class by mailing the Settlement Administrator a signed and dated request  
28

1 for exclusion, as set forth in Paragraph 26 of the Agreement. Pursuant to the terms of the  
2 Agreement, all Settling Class members will be bound by the Agreement and its release,  
3 regardless of whether or not they receive a payment, unless they timely file a proper  
4 Request for Exclusion.

5 8. **Final Approval.** A Final Approval Hearing shall be held before this Court  
6 on \_\_\_\_\_ at \_\_\_\_\_ in Department 69 at the San Diego County  
7 Superior Court to determine all necessary matters concerning the Settlement, including:  
8 whether the proposed settlement of the Action on the terms and conditions provided for in  
9 the Agreement is fair, adequate and reasonable and should be finally approved by the  
10 Court; whether the Final Approval Order and Judgment should be entered herein; whether  
11 the plan of allocation contained in the Agreement should be approved as fair, adequate  
12 and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the  
13 service award, and the expenses of the Settlement Administrator. All papers in support of  
14 the motion for final approval and the motion for attorneys' fees, costs and service award  
15 shall be filed with the Court and served on all counsel no later than sixteen (16) court days  
16 before the hearing and both motions are scheduled for and shall be heard at the Final  
17 Approval Hearing,

18 9. The Court reserves the right to adjourn or continue the date of the final  
19 approval hearing and all dates provided for in the Agreement without further notice to  
20 Class Members and retains jurisdiction to consider all further applications arising out of or  
21 connected with the proposed Settlement.

22 10. The Action is stayed and all trial and related pre-trial dates are vacated,  
23 subject to further orders of the Court at the Final Approval Hearing.

24 **IT IS SO ORDERED.**

25 Dated: \_\_\_\_\_

26 \_\_\_\_\_  
27 HON. KATHERINE A. BACAL  
28 Superior Court of California, County of  
San Diego

**EXHIBIT B**

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

To: All current or former employees of United Airlines, Inc. (“United”), who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023; *and/or* (ii) prospective, current, and/or former employees of United in California who, as a condition of employment, were required to submit to a background check and/or consumer report at any time during the period from August 12, 2015 to March 31, 2023.

**PLEASE READ THIS NOTICE CAREFULLY.** It pertains to a class action that may affect your rights.

If you wish to exclude yourself from the settlement, you must make a written and signed request for exclusion so that it is actually received by the Settlement Administrator with a postmark no later sixty (60) days after the date on this notice.

**PLEASE DO NOT CONTACT UNITED’S MANAGEMENT OR HUMAN RESOURCES REGARDING THIS NOTICE.** Questions should be directed to the Settlement Administrator as described herein.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	<p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims as detailed in Section 4 below.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt; __ &gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, you must notify the Administrator as explained below.</p>
<b>Exclude Yourself</b>	<p>To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. <b>If you request exclusion, you will receive no money from the Class Settlement. However, if you are an Aggrieved Employee who requests exclusion, you will still receive a share of the PAGA Allocation.</b></p> <p>Instructions are set forth below.</p>
<b>Object</b>	<p>Write to the Court about why you do not agree with the Settlement, and/or appear at the Final Approval Hearing to make an oral objection. You cannot both exclude yourself and object.</p> <p>Directions are provided below.</p>

Pursuant to the order dated [Insert Date of Order] of the Superior Court of the State of California, County of San Diego, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

A proposed settlement (the “Settlement”) has been reached between the parties in a coordinated proceeding pending in the Superior Court of the State of California, County of San Diego (the “Court”), *In re: United Airlines Wage and Hour Cases*, Case No. JCCP 5187 (the “Lawsuit”). The following cases, involving the claims listed below, are included in the Lawsuit:

1. *Brown v. United Airlines, Inc.*, Superior Court of the State of California, County of San Diego Case No. 37-2019-00008533 (“*Brown*”), which alleges the following violations of California law: (1) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; (2) failure to pay minimum wage in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code § 510; (4) failure to provide meal breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (5) failure to provide rest breaks in violation of California Labor Code §§ 226.7 and 512 and Wage Order 9-2001; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to pay minimum wage in violation of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*; and (7) violation of California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).
2. *Robinson v. United Airlines, Inc.*, Superior Court of the State of California, County of Alameda Case No. RG19014578 (“*Robinson*”), which alleges the following violations of California law: (1) failure to pay minimum and overtime wages pursuant to California Labor Code §§ 200, 510, 1194, 1194.2, and 1197; (2) failure to provide meal periods pursuant to California Labor Code §§ 226.7 and 512; (3) failure to provide rest periods pursuant to California Labor Code § 226.7; (4) failure to provide accurate itemized wage statements pursuant to California Labor Code § 226; (5) failure to timely pay final wages upon termination pursuant to

California Labor Code §§ 201-203; (6) unfair competition in violation of California Business and Professions Code § 17200 *et seq.*; and (7) violation of PAGA.

3. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-585926 (“*Santos I*”), which alleges the following violations of California law: (1) violation of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (“FCRA”) by failing to make proper disclosures; (2) violation of the FCRA by failing to obtain proper authorizations; (3) failure to make proper disclosures in violation of the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.* (“CCRAA”), including violations of Labor Code § 1024.5; (4) failure to make proper disclosures in violation of California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.* (“ICRAA”); (5) failure to accurately pay wages under California Labor Code §§ 227.3, 245-249, 510, 1194, 1197, 1198, and Wage Order 9-2001; (6) failure to provide lawful meal periods under California Labor Code §§ 218.6, 226.7, 512, Civil Code § 3287, and Wage Order 9-2001; (7) failure to authorize and permit lawful rest periods under California Labor Code § 226.7 and Wage Order 9-2001; (8) failure to timely pay wages owed upon separation from employment under California Labor Code §§ 201, 202, and 203; (9) knowing and intentional failure to comply with itemized wage statement requirements under California Labor Code §§ 226 & 246; and (10) unfair competition in violation of California Business & Professions Code §§ 17200 *et seq.*
4. *Santos v. United Airlines, Inc.*, Superior Court of the State of California, County of San Francisco Case No. CGC-20-587208 (“*Santos II*”), which alleges a single claim for violation of PAGA, based on alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, and 2802, Wage Order 9-2001, and California Code of Regulations, Title 8 §§ 11000 *et seq.*

The Lawsuit is brought on behalf of all current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 (“California Subclass Members”); *and/or* (ii) prospective, current, and/or former employees of United in California who, as a condition of employment, were required to submit to a background check and/or consumer report at any time during the period from August 12, 2015 to March 31, 2023 (“FCRA Subclass Members”) (collectively with the California Subclass Members, the “Settling Class” or “Settling Class Members”).

The Court has preliminarily approved the Settlement and conditionally certified the Settling Class for purposes of the Settlement only. The Court has not ruled on the validity of Plaintiffs’ claims, and United denies all allegations made in the Lawsuit. You have received this notice because United’s records indicate that you may be a member of the Settling Class. This notice is designed to inform you of the Settlement’s terms.

Depending on the actions you take (or do not take), one of three things will happen:

1. ***If you do nothing***, and the Settlement receives approval from the Court, a payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar action against United and the other Releasees;
2. ***If you timely submit a Request for Exclusion***, you will not be a member of the Settling Class and will no longer be part of the Lawsuit. You will not receive a payment, but all your potential claims will be preserved, even if the Settlement receives final approval from the Court; or
3. ***If you timely submit an Adjustment Form***, and if the Settlement receives final approval from the Court, the Settlement Administrator will review the records you provide and may, or may not, adjust the calculation used to arrive at your payment. Regardless of what the Settlement Administrator decides, payment will be mailed to you, all claims covered by this Settlement will be extinguished, and you will forfeit your right to bring or participate in a similar

action against United and the other Releasees.

## **I. BACKGROUND OF THE CASE**

Plaintiff Ella Brown (“Plaintiff Brown”), a ramp agent employee of United formerly based at San Diego International Airport, initiated the *Brown* action on February 14, 2019, and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Brown’s allegations. On March 11, 2019, Plaintiff Roland E. Robinson (“Plaintiff Robinson”), a former lead ramp service employee based out of San Francisco International Airport, initiated the *Robinson* action and brought the claims discussed above. United answered the initial complaint, and later the amended complaint, and denied all of Plaintiff Robinson’s allegations. On August 12, 2020, Plaintiff Carlos Santos (“Plaintiff Santos”) initiated the *Santos I* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. On August 11, 2020, Plaintiff Santos initiated the *Santos II* action and brought the claims discussed above. United answered the complaint and denied all of Plaintiff Santos’s allegations. Plaintiff Brown, Plaintiff Robinson, and Plaintiff Santos are referred to collectively herein as the “Plaintiffs.”

On June 28, 2021, Plaintiff Brown filed a Petition for Coordination to coordinate *Brown* with *Robinson*. The Petition for Coordination was assigned Case No. JCCP 5187 (San Diego County Superior Court). On August 3, 2021, the Judicial Council of California (“JCC”) assigned the JCCP action to Judge Katherine A. Bacal. On December 10, 2021, the Court heard oral argument and issued an order the same day coordinating *Brown* and *Robinson*. On April 11, 2022, the Court added *Santos I* and *Santos II* to JCCP 5187.

United believes all claims in the Lawsuit, as well as all claims in the constituent actions *Brown*, *Robinson*, *Santos I*, and *Santos II*, are meritless and contends that at all times it has complied with relevant federal and California law as said law applies to the Settling Class.

On January 28, 2021, United and Plaintiffs, represented by their counsel, engaged in mediation before private mediator David A. Rotman. The case did not settle that day, and a second



day of mediation before Mediator Rotman occurred on December 6, 2022. The December 6, 2022 mediation resulted in a mediator's proposal, which all participating parties accepted on or about December 16, 2022.

Over the course of the Lawsuit, Plaintiffs and United have engaged in significant discussion of the validity of the legal claims at issue, have exchanged extensive documents and information, and have engaged in motion practice and appeals, all of which have allowed Plaintiffs and United to fully assess the value of the claims involved. Subject to the Court's approval, Plaintiffs and United have agreed to avoid further litigation and to settle and resolve the Lawsuit, as well as all existing and potential disputes, actions, lawsuits, charges, and claims that are or could have been raised in the Lawsuit, to the fullest extent permitted by law and without any admission of liability or wrongdoing by either party. Plaintiffs and United, and their counsel, have concluded that the Settlement is advantageous, considering the risks, uncertainties, and costs to each side of continued litigation. Plaintiffs and their Counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settling Class.

This Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by United that Plaintiffs' claims have any merit or that United has any liability to Plaintiffs or the Settling Class on those claims, or that class treatment of those claims would be appropriate in litigation (as opposed to settlement).

As a Settling Class Member, your rights will be affected by the Settlement unless you elect to exclude yourself by timely filing a Request for Exclusion.

## **II. SUMMARY OF THE SETTLEMENT**

Assuming the Settlement receives final approval from the Court, United shall make available a total amount of twelve million United States dollars and zero cents (\$12,000,000.00) (the "Gross Settlement Value" or "GSV") in consideration for the settlement of the Lawsuit and the related release of all claims Plaintiffs, and certain specified claims of the Settling Class Members, may have against United. The following amounts shall be deducted from the Gross

Settlement Value: (i) attorneys' fees and reimbursement of litigation costs and expenses to attorneys for the Settling Class ("Class Counsel," as defined below), to the extent approved by the Court; (ii) an Enhancement Award to Plaintiffs for their service as class representatives and their efforts in bringing the Lawsuit, to the extent approved by the Court; and (iii) the cost of claims administration and notice, to the extent approved by the Court. The Gross Settlement Value, less these items, is referred to as the "Net Settlement Value" or "NSV."

**A. Who Is Included in the Settlement?**

All current or former employees of United who were employed in California and fall into either (or both) of the following two categories: (i) non-exempt ramp agent or customer service representative employees who worked in California at any time during the period from February 14, 2015 to March 31, 2023 ("California Subclass Members"); *and/or* (ii) prospective, current, and/or former employees of United in California who, as a condition of employment, were required to submit to a background check and/or consumer report at any time during the period from August 12, 2015 to March 31, 2023 ("FRCA Subclass Members").

**B. Who Is Representing the Settling Class?**

The attorneys for the Settling Class ("Class Counsel") are:

Norman B. Blumenthal  
Kyle R. Nordrehaug  
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
2255 Calle Clara  
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ZAKAY LAW GROUP, APLC  
5440 Morehouse Drive, Suite 5400  
San Diego, CA 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203

**C. When Is the Class Period?**

For California Subclass Members, the class period is from February 14, 2015 to March 31, 2023. For FCRA Subclass Members the class period is from August 12, 2015 to March 31, 2023.

**D. What Will I Receive from the Settlement?**

The Settlement Administrator shall distribute a settlement payment to each Settling Class Member. For California Subclass Members, this amount will be distributed from the Net Settlement Value and will be calculated based on the number of workweeks the California Subclass Member was actively employed in California. For FCRA Subclass Members, the amount will be distributed from the Net Settlement Value and will be calculated based on the number of background checks or consumer reports attributed to that FRCRA Subclass Member. The enclosed Adjustment Form contains an estimate of the payment you may be eligible to receive. Please note that this amount may increase or decrease without further notice to you. If you disagree with the information on the Adjustment Form, you may follow the directions on that form

to submit your proposed corrected information and supporting documentation to the Settlement Administrator. The Settlement Administrator will have final authority to resolve any such disputes.

**E. When Will I Receive My Settlement Payment?**

The Settlement Payments will be paid after the Court grants preliminary approval of the Settlement and the Settlement Administrator (as defined below) certifies to the Court that it sent Class Notice to each member of the Settling Class, how many Class Notices were returned as undeliverable, and how many Settling Class Members will be participating in the Settlement. It is up to you to maintain a current address with the Settlement Administrator so that if this Settlement is preliminarily approved, your payment will go to the correct address.

**F. Who Is Administering the Settlement?**

The Court has appointed the following as Settlement Administrator:

**CPT Group**

**[Insert address & contact information]**

The Settlement Administrator will mail forms, receive forms back, calculate payments, distribute checks, and answer basic questions about the Settlement.

**G. What Claims Are Being Released?**

Upon full funding of the GSV, Settling Class Members (other than those who submit a Request for Exclusion) will release, discharge, and covenant not to sue United, including its predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with United, or any of them (individually and collectively “the United Releasees”) from and with respect to the following actions, causes of action, suits, liabilities, claims, and demands, whether known or unknown, which the Settling Class, or individual members thereof, has, or had against the United Releasees, or any of them:

(a) With regard to the California Subclass during the California Class Period, all wage and hour claims that were alleged, or reasonably could have been alleged, which occurred during

the California Class Period, excluding any background check claims, including all claims for violation of: Labor Code §§ 201-203, 226, 226.7, 227.3, 245-249, 510, 512, 1194, 1197, and 1197.1; Wage Order 9-2001; 29 U.S.C. §§ 201 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California wage and hour class claims outside of the California Class Period;

(b) With regard to the FCRA Subclass during the FCRA Class Period, , all background check and/or consumer report claims that were alleged, or reasonably could have been alleged, which occurred during the FCRA Class Period, excluding any wage and hour claims, including all claims for violation of: the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*; the California Consumer Credit Reporting Agencies Act, California Civil Code §§ 1785.1 *et seq.*; Labor Code § 1024.5, and the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786 *et seq.*, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and background check claims outside of the FCRA Class Period

(c) The claims set forth in paragraphs (a) and (b) above, along with claims under California Labor Code §§ 2698 *et seq.* and California Business & Professions Code § 17200 *et seq.* predicated thereon, are referred to collectively herein as the “Released Claims.”

The Released Claims include specifically, by way of further description, but not by way of limitation, any and all claims arising out of or reasonably related to any and all attorneys’ fees, attorneys’ costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited to any such claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of the Industrial Welfare Commission, and/or Code of Civil Procedure)

The Settling Class Members acknowledge and/or are deemed to acknowledge the existence

of the Released Claims set out above, and the release set out above shall be binding and effective as to the Released Claims even if Settling Class Members allege that (i) they were not aware of the existence of said claims and/or (ii) they would have acted differently had they been aware of the existence of the Released Claims.

All Settling Class Members (including, without limitation, Plaintiffs) intend and/or are deemed to intend that the Settlement should be effective as a bar to any and all of the claims released above. In furtherance of this intention, all Settling Class Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with regard to the Released Claims only, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Settling Class Members desire and intend, or are deemed to desire and intend, that the Settlement shall be given full force and effect according to each and all of its express terms and provisions.

The waiver of Section 1542, above, is not intended to expand the nature of the claims released by the Settling Class beyond the Released Claims set out previously, but rather is intended to ensure that the release as set out is fully enforceable and is not impeded by Section 1542.

**H. What Do Class Counsel, the Class Representative, and the Settlement Administrator Receive?**

Subject to final approval by the Court as to each of the following items, which United has agreed not to oppose, the following amounts shall be deducted from the Gross Settlement Value: (i) attorneys' fees, which shall not be more than one-third of the GSV; (ii) reasonable and necessary costs and expenses (including expenses incurred by Plaintiffs in the prosecution of this action); (iii) Enhancement Awards to Plaintiffs as reasonable additional compensation for their time and effort expended in connection with the initiation and maintenance of the Lawsuit and in consideration for the additional individuals releases set out in the Settlement Agreement, in an

amount not to exceed ten thousand United States Dollars and zero cents (\$10,000.00) per Plaintiff, not including their share as participating class members, to the extent approved by the Court; (iv) the cost of claims administration and notice (currently estimated to not to exceed \$60,000, to the extent approved by the Court; and (v) to the State of California in the amount of two hundred fifty thousand United States Dollars and zero cents (\$250,000.00) in penalties pursuant to PAGA. If approved by the Court, these amounts will be deducted from the GSV pursuant to the Settlement prior to arriving at the NSV. Class Counsel believe the amount for costs and attorneys' fees requested are fair and reasonable, and United has agreed not to oppose their request for that amount.

### **III. PLAINTIFFS AND CLASS COUNSEL SUPPORT THE SETTLEMENT**

Class Counsel and Plaintiffs support this Settlement. Their reasons include the inherent risk of denial of class certification, the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and recent case law which pertains to certain of the ambiguities in this litigation. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, include a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate.

### **IV. WHAT ARE YOUR RIGHTS AS A MEMBER OF THE SETTLING CLASS?**

Plaintiffs as Class Representatives and Class Counsel represent your interests as a member of the Settling Class. Unless you elect to exclude yourself from the Settlement by timely filing a Request for Exclusion, you are a part of the Settling Class and you will be bound by the terms of the Settlement, regardless of whether or not you receive a payment, as described above and as more fully discussed in the Settlement Agreement on file with the Court. As a member of the Settling Class, any final judgment that may be entered by the Court pursuant to the Settlement will

effectuate a release of your claims against United and the other released parties as described above. As a Settling Class Member, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and costs.

**A. Objecting to the Settlement.**

If you are dissatisfied with any of the terms of the Settlement, you may object to the Settlement. Any objection to the Settlement must be in writing and must explain, in clear and concise terms, the basis for your objection. In addition, in order to be considered, your objection must be mailed to all of the following via first class mail and actually received within sixty (60) days after the date on this Notice:

Superior Court of California, County of San Diego  
Hall of Justice, Fifth Floor Department C-69  
330 West Broadway  
San Diego, CA 92101

**CPT Group**  
**[Insert address & contact information]**

Norman B. Blumenthal  
Kyle R. Nordrehaug  
BHOWMIK DE BLOUW LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: 858-551-1223  
Facsimile: 858-551-1232

Adam P. KohSweeney  
O'MELVENY & MYERS LLP  
Two Embarcadero Center  
San Francisco, CA 94111-3823

Your objection must include your full name, address, and dates and place of your employment at United and must reference the Lawsuit, *In re: United Airlines Wage and Hour Cases*, JCCP 5187. Alternatively, you may object by appearing at the Final Approval Hearing scheduled for [DATE] at [TIME].



**PLEASE DO NOT TELEPHONE THE COURT, COUNSEL, OR DEFENDANT. SPECIFICALLY, DO NOT CONTACT UNITED MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.**

Any Settling Class Member who does not object to the Settlement in the manner described above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement with respect to covered claims, unless you also submit a Request for Exclusion in the manner described in this Notice.

**B. Excluding Yourself from the Settlement.**

If you do not wish to participate in the Settlement, you must file a Request for Exclusion. To be valid, the Request for Exclusion must be signed by you and returned via first class mail to:

**CPT Group**

**[insert address & contact information]**

The Request for Exclusion must be actually received by the Settlement Administrator with a postmark of no later than sixty (60) days after the date on this Notice.

Any person who files a complete and timely Request for Exclusion will, upon receipt, no longer be a Settling Class Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement. Any such person, at their own expense, may pursue any claims they may have against United, except for PAGA claims, which Settling Class Members release regardless of whether they exclude themselves from the settlement.

**V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a final approval hearing at the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, on **[DATE]** at **[TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request

for costs and attorneys' fees, the Enhancement Award made to Plaintiffs, and the fees and costs of the Settlement Administrator.

The hearing may be postponed without further notice to the Settling Class. It is not necessary for you to appear at this hearing.

## **VI. GETTING MORE INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Class and Representative Action Settlement Agreement ("Agreement") between Plaintiffs and United, which will be on file with the Court and available through the Settlement Administrator. The Settlement Administrator has established a website at << \_\_\_\_\_ >> where court-filed documents such as the Agreement and the Judgment will be posted. The pleadings and other records in this litigation may be examined at any time during regular business hours at the records office of the Superior Court of the State of California, County of San Diego, Hall of Justice Department C-69, 330 West Broadway, San Diego, CA 92101, or you may contact the Settlement Administrator.

**PLEASE DO NOT TELEPHONE THE COURT, UNITED'S COUNSEL, OR UNITED FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. SPECIFICALLY, DO NOT CONTACT UNITED'S MANAGEMENT OR HUMAN RESOURCES. QUESTIONS SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR.**

**EXHIBIT C**

**IF YOU WISH TO CONTEST THE ACCURACY OF YOUR SHARE OF THIS CLASS ACTION SETTLEMENT: COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM, AND RETURN IT VIA FIRST CLASS MAIL TO THE ADDRESS BELOW. THIS FORM MUST BE ACTUALLY RECEIVED BY THE CLAIMS ADMINISTRATOR WITH A POSTMARK OF NOT LATER THAN [INSERT DATE], 2023 (60 DAYS AFTER THE CLASS NOTICE AND THIS FORM WAS MAILED).**

**CPT GROUP**

**[insert address & contact information]**

---

I hereby declare as follows:

(1) I received notice of the proposed Settlement in this action, and I wish to contest the accuracy of my share of the proposed Settlement.

(2) I worked as an employee for United Airlines, Inc. (“United”) in California and I also fall into either (or both) of the following two categories: (i) I worked as a non-exempt (hourly) ramp agent or customer service representative for United in California at some point during the period from February 14, 2015 to March 31, 2023; and/or (ii) I was a prospective, former, and/or current employee of United in California who, as a condition of employment, was required to submit to a background check and/or consumer report at some point during the period from August 12, 2015 to March 31, 2023.

(3) United’s records, as provided to the Claims Administrator, indicate that:

- I worked a total of [TBA BY ADMINISTRATOR] workweeks in California as an active non-exempt ramp agent and/or customer service representative from February 14, 2015 to March 31, 2023; and/or
- A total of [TBA BY ADMINISTRATOR] background checks and/or consumer reports were attributed to me by United from August 12, 2015 to March 31, 2023.

Based on the above, the estimated settlement payment to me is approximately [TBA BY ADMINISTRATOR].

- (4) I disagree with United's records and instead contend that,
- From February 14, 2015 to March 31, 2023, while working as an active non-exempt ramp agent and/or customer service representative, I worked a total of \_\_\_\_\_ workweeks in California; and/or
  - From August 12, 2015 to March 31, 2023, a total of \_\_\_\_\_ background checks and/or consumer reports were attributed to me by United.

I have enclosed documents supporting my contention in this regard, and understand that the Settlement Administrator will determine the validity of my contention.

**PLEASE NOTE: If you disagree with United's records, you must file your dispute with the Claims Administrator and you must provide supporting documentation. You should not contact United's Management or Human Resources.**

Executed on \_\_\_\_\_ (Date) , 2023, at \_\_\_\_\_ (City and State).

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)



1 BLUMENTHAL NORDREHAUG BHOWMIK DE  
2 BLOUW LLP

3 Norman B. Blumenthal (S.B. #068687)

4 Kyle R. Nordrehaug (S.B. #205975)

5 Charlotte E. James (S.B. #308441)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff Ella Brown

11 [Additional counsel listed on following page]

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

13 **IN AND FOR THE COUNTY OF SAN DIEGO**

14 **IN RE UNITED AIRLINES WAGE AND**  
15 **16 HOUR CASES**

17 Included Actions:

18 ELLA BROWN v. UNITED AIRLINES, INC.,  
19 San Diego County Superior Court  
20 Case No. 37-2019-00008533-CU-OR-CTL  
(Lead Case) (filed on February 14, 2019)

21 ROBINSON v. UNITED AIRLINES, INC.  
22 Alameda County Superior Court  
23 Case No. RG19014578  
(Filed on April 11, 2019)

24 SANTOS v. UNITED AIRLINES, INC.  
25 San Francisco County Superior Court  
26 Case No. CGC-20-585926

27 SANTOS v. UNITED AIRLINES, INC.  
28 San Francisco County Superior Court  
Case No. CGC-20-587208

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/30/2023** at 12:38:00 PM

Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

Case No. JCCP 5187

**JOINT STIPULATION AND**  
**~~PROPOSED~~ ORDER TO MODIFY**  
**SETTLEMENT AND FINAL**  
**APPROVAL SCHEDULE**

Judge: Hon. Katherine Bacal  
Department: 69

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18 Los Angeles, CA 90071-2899  
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23 28<sup>th</sup> Floor  
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24 Telephone: +1 415 984 8700  
Facsimile: +1 415 984 8701  
25

26 Attorneys for Defendant  
United Airlines, Inc.  
27  
28



1 Plaintiffs Ella Brown, Roland E. Robinson, Samuel Umanzor, and Carlos Santos,  
2 individually and as class representatives (collectively, “Plaintiffs”) and Defendant United  
3 Airlines, Inc. (“United”) (collectively referred to as the “Parties”), by and through their counsel of  
4 record, hereby stipulate and agree to the following:

5 WHEREAS, by Order dated August 4, 2023, the Court granted Plaintiff’s Motion for  
6 Preliminary Approval and ordered the Settling Class certified for settlement purposes, and set a  
7 Final Approval Hearing for December 8, 2023;

8 WHEREAS, in preparation of the Class Data for the mailing of the Class Notice, some  
9 unexpected delays arose which necessitate a new schedule for final approval and identified a need  
10 to clarify the definition of the FCRA Subclass to better reflect the Parties intention in the Class  
11 Action and PAGA Settlement Agreement (“Agreement”);

12 WHEREAS, Plaintiffs have reserved a new hearing date of April 5, 2024 at 11:00 a.m. for  
13 the Final Approval Hearing.;

14 WHEREAS, Paragraph 64 provides that the Agreement, and its terms and Exhibits, may  
15 be modified by a writing signed by all counsel of record for the Parties and approved by the  
16 Court;

17 WHEREAS, the Parties agree that the definition of the FCRA Subclass in the Agreement  
18 and the Order dated August 4, 2023 should be modified to the following:

19 FCRA Subclass: All individuals who are or previously were employed by United in  
20 California and classified as a nonexempt Fleet Service Employees or Passenger Service  
21 Employees who, as a condition of employment, were required to submit to one or  
22 more background checks and/or consumer reports at any time during the period August  
23 12, 2015, to March 31, 2023

24  
25 NOW THEREFORE, the Parties agree and stipulate as follows:

- 26 1. The Final Approval Hearing shall be continued to April 5, 2024 at 11:00 a.m.  
27 2. The definition of the FCRA Subclass in the Agreement and the Order dated August 4,  
28 2023 should be modified to the following:



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Attorneys for Plaintiff  
Samuel Umanzor

Dated: October 30, 2023

JAMES HAWKINS APLC

By: Christina M. Lucio  
James R. Hawkins  
Christina M. Lucio  
Attorneys for Plaintiff  
Carlos Santos

1 PROPOSED ORDER

2 Based upon the Parties' stipulation and good cause appearing therefor, the Court orders as  
3 follows:

- 4
- 5 1. The Final Approval Hearing shall be continued to April 5, 2024 at ~~11:00 a.m.~~ <sup>1:30 p.m.</sup>
- 6 2. The definition of the FCRA Subclass in the Agreement and the Order dated August 4,  
7 2023 should be modified to the following:
- 8 FCRA Subclass: All individuals who are or previously were employed by United in  
9 California and classified as a nonexempt Fleet Service Employees or Passenger  
10 Service Employees who, as a condition of employment, were required to submit to one  
11 or more background checks and/or consumer reports at any time during the period  
12 August 12, 2015, to March 31, 2023
- 13 3. The Settlement Class Notice attached as Exhibit B to the Agreement shall be modified  
14 to conform to the above.

15 **IT IS SO ORDERED.**

16  
17 Dated: 11/3/23

18 By: 

19 The Honorable Katherine Bacal  
20 San Diego Superior Court Judge

**EXHIBIT #3**

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

MARCH 13, 2024

ELLA BROWN

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RE: UNITED AIRLINE  
FILE NUMBER: CA1814.001

---

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/04/19	RE	INITIAL DOC REQUEST TO CLIENT	0.40	675	270.00
02/04/19	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA.	3.70	850	3,145.00
02/05/19 15	ND	REVIEW AND ANALYZE EMPLOYMENT FILE. CONFERENCE WITH PLAINTIFF TO GO OVER CLAIMS. REVIEW ALL PAY STUBS FOR 226(A) VIOLATIONS AND REGULAR RATE CLAIMS. LEGAL RESEARCH REGARDING THE SAME.	4.70	850	3,995.00
02/06/19 10	ND	DRAFT ORIGINAL COMPLAINT	4.50	850	3,825.00
02/07/19 14	ND	LEGAL RESEARCH REGARDING PLAINTIFFS PENDING CLAIMS. ANALYZE OFF THE CLOCK WORK TASKS. REVISE ORIGINAL COMPLAINT- LEGAL RESEARCH RE PROFIT SHARING AND OVERTIME.	4.50	850	3,825.00
02/08/19	ND	CONF WITH CLIENT IN OFFICE; REVIEW AND REVISE COMPLAINT	2.90	850	2,465.00
02/08/19 10	ND	DRAFT ORIGINAL COMPLAINT AND RESEARCH PENDING LITIGATION	2.00	850	1,700.00
02/11/19 01	ND	ANALYSIS OF CASE DAMAGES; DRAFT CLIENT NOTED MEMO AND REVIEW	2.00	850	1,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PAYSTUBS			
02/12/19	RE	REVIEW & ANALYZE CLIENTS EMPLOYMENT FILE; PAY STUBS	2.25	675	1,518.75
02/12/19	RE	REVIEW DAMAGE ANALYSIS/CASE NOTES	0.75	675	506.25
02/13/19	RE	REVIEW & EDIT COMPLAINT FOR FINAL	2.75	675	1,856.25
02/13/19	RE	DRAFT CIVIL COVERSHEET & SUMMONS	0.50	675	337.50
02/14/19	RE	FINAL COMPLAINT PACKAGE & FILE IN SD SUP. CT.	0.80	675	540.00
02/15/19 10	ND	DRAFT PAGA NOTICE AND REVIEW DOCS; ANALYZE CLAIMS AND UPLOAD TO LWDA	2.00	850	1,700.00
02/15/19	RE	REVIEW AND SAVE COURT RETURNED DOCS; MEMO TO BNBD RE JUDGE & CMC INFO	0.50	675	337.50
02/27/19	RE	REVIEW FILE; CALCULATE SERVICE & PAGA DEADLINE; UPDATE CHART	0.40	675	270.00
03/27/19 15	PM	REVIEW CASE STATUS AND ORDERS; ANALYZE LEGAL ISSUES AND DOCUMENTS; TELEPHONE CONFERENCE WIT CLIENT RE ENE AND CASE.	2.00	750	1,500.00
03/28/19	PM	ANALYZE DEF REMOVAL PAPERS; DRAFT REMAND MOTION; LEGAL RESEARCH RE SAME.	2.50	750	1,875.00
04/02/19	ND	CONF WITH CLIENT IN OFFICE RE CASE UPDATE AND UPCOMING CMC	1.50	850	1,275.00
04/02/19 15	VR	REVIEW COURT'S ORDERS, DOCKET; SEND CORRESPONDENCE TO DEFENSE RE R26 CONT; REVIEW CASE	0.60	750	450.00
04/03/19 03	VR	CONFERENCE WITH P RE CASE, ENE, DISCOVERY; PREP; FOLLOW UP	0.70	750	525.00
04/05/19	VR	TELEPHONE CONFERENCE WITH D RE	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		R26; FOLLOW UP; PREP			
04/09/19	HD	DRAFT WRITTEN DISCOVERY REQUESTS; REQUEST FOR PRODUCTION; REQUEST FOR ADMISSIONS; SPECIAL INTERROGATORIES; NOTICE OF DEPOSITION AND PROOF OF SERVICE	2.50	250	625.00
04/09/19 10	VR	DRAFT JOINT 26(F) REPORT; CONSULT AJB RE DISCOVERY PLAN	1.50	750	1,125.00
04/10/19	RE	REVIEW ORDER RE CONSENT FORM; CONFER W/ VR RE MAGISTRATE CONSENT DEADLINE	0.50	675	337.50
04/10/19 10	VR	DRAFT JOINT DISCOVERY PLAN; CORRESPONDENCE TO D	2.50	750	1,875.00
04/15/19 10	PM	DRAFT ENE STATEMENT; REVIEW COURT ORDERS AND DOCKET; LEGAL RESEARCH RE CASE ISSUES AND ANALYZE DOCUMENTS.	4.00	750	3,000.00
04/15/19 15	VR	REVIEW ENE STATEMENT	1.00	750	750.00
04/15/19 17	VR	REVIEW & REVISE JOINT DISCOVERY PLAN; FINALIZE	1.50	750	1,125.00
04/15/19	ND	REVIEW AND REIVSE ENE DOCS. STATUS UPDATE TO PLAINTIFF.	1.40	850	1,190.00
04/16/19 10	PM	DRAFT SUPPL RE ENE STATEMENT; LEGAL RESEARCH RE REMAND MOTION.	0.50	750	375.00
04/16/19 07	VR	CORRESPONDENCE TO CLIENT RE ENE & DISCOVERY; REVIEW P'S DOCS	1.00	750	750.00
04/17/19 10	PM	DRAFT REMAND MOTION; LEGAL RESEARCH RE SAME.	4.00	750	3,000.00
04/17/19 06	VR	CORRESPONDENCE TO D RE ENE & STIP	0.80	750	600.00
04/18/19 07	VR	CORRESPONDENCE TO CLIENT RE ENE; ADVISE PM; FOLLOW UP	1.80	750	1,350.00



<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/19/19 17	PM	REVIEW & REVISE REMAND MOTION AND FILE; DRAFT, REVIEW AND REVISE SUPPORTING DOCS.	2.00	750	1,500.00
04/19/19 12	VR	TELEPHONE CONFERENCE WITH COURT & D RE ENE; FOLLOW UP; ADVISE PM	1.00	750	750.00
04/19/19 06	VR	CORRESPONDENCE TO D RE ENE & COURT'S ORDERS	0.50	750	375.00
04/22/19 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE ENE & DISCOVERY; ADVISE PM; CALL COURT & CORRESPONDECE TO D	1.00	750	750.00
04/23/19 15	VR	REVIEW COURT'S ORDERS	1.50	750	1,125.00
04/26/19 15	PM	REVIEW CASE NOTES +DOCS; (10) DISCOVERY REQUESTS	1.00	750	750.00
05/08/19 15	PM	REVIEW DEF OPP TO REMAND MOTION +ANALYZE; LEGAL RESEARCH RE THE SAME	2.00	750	1,500.00
05/09/19	PM	REPLY RE: REMAND MOTION	3.00	750	2,250.00
05/10/19 10	PM	DRAFT INITIAL DISCLOSURES +SERVE	0.50	750	375.00
05/13/19 10	PM	DRAFT, REVIEW & REVISE REPLY RE REMAND; ATTEND ENE	5.00	750	3,750.00
05/15/19 14	VR	LEGAL RESEARCH RE MAGISTRATE JUDGE & DISCOVERY; ADVISE AJB RE SUBCLASSES & SAMPLING	1.00	750	750.00
05/16/19 06	VR	CORRESPONDENCE TO D RE PROTECTIVE ORDER; REVIEW DISC STATUS & STRATEGY	1.00	750	750.00
05/22/19 15	VR	REVIEW P'S COURT DOCS; FOLLOW UP	0.50	750	375.00
05/28/19 15	PM	REVIEW CASE STATUS +DISCOVERY	0.50	750	375.00
06/05/19	PM	REVIEW DEF DISC. RESPONSES AND	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
15		ANALYZE; REVIEW & LEGAL RESEARCH RE & FACTUAL/LEGAL ISSUES			
06/05/19 06	VR	CORRESPONDENCE TO DEF RE DISCOVERY AND DEPOSITION; CONFER WITH PM AND AJB RE STRATEGY; REVIEW DISC	3.50	750	2,625.00
06/07/19 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND MAGISTRATE JUDGE'S PROCEDURES	0.50	750	375.00
06/12/19 06	VR	CORRESPONDENCE TO DEFENDANT RE MEET AND CONFER; REVIEW DISCOVERY	0.50	750	375.00
06/13/19 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY; DRAFT CORRESPONDENCE; PREP; FOLLOW UP	3.00	750	2,250.00
06/17/19 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY RESPONSES; REVIEW DISCOVERY RESPONSES AND REQUESTS; ADVISE PM	1.50	750	1,125.00
06/18/19 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW DISCOVERY	0.50	750	375.00
06/20/19 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND IDC; REVIEW STATUS OF DISCOVERY	0.70	750	525.00
06/24/19 06	VR	CORRESPONDENCE TO DEFENDANT RE IDC; ADVISE PM RE LOCAL RULES AND PROCEDURE; FOLLOW UP	0.50	750	375.00
06/25/19 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT AND COURT RE IDC; PREP; ADVISE PM	1.00	750	750.00
06/26/19 10	VR	DRAFT IDC STATEMENT; CORRESPONDENCE TO DEFENDANT	3.00	750	2,250.00
06/27/19 17	VR	REVIEW & REVISE JOINT STATEMENT RE DISCOVERY DISPUTE; CORRESPONDENCE TO COURT RE IDC	1.00	750	750.00
06/27/19	VR	TELEPHONE CONFERENCE WITH	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12		COURT RE IDC STATEMENT AND EXHIBITS; FOLLOW UP			
06/27/19 08	VR	COURT APPEARANCE IDC AND MOTION TO STRIKE HEARINGS; PREP; FOLLOW UP	3.00	750	2,250.00
06/28/19 10	VR	DRAFT JOINT POSTING RE IDC; CORRESPONDENCE TO DEFENDANT; REVIEW DISCOVERY; ADVISE PM	2.00	750	1,500.00
07/03/19 06	VR	CORRESPONDENCE TO DEFENDANT RE DEPOSITION NOTICE; RESEARCH CASE HISTORY AND CORRESPONDENCE	0.80	750	600.00
07/08/19 06	VR	CORRESPONDENCE TO DEFENDANT RE PMK DEPOSITION AND DISCOVERY	0.50	750	375.00
07/09/19 06	VR	CORRESPONDENCE TO DEFENDANT RE PMK AND DISCOVERY; REVIEW COURT'S ORDERS	0.50	750	375.00
07/10/19 12	VR	TELEPHONE CONFERENCE WITH DEF RE DISCOVERY, PMK, AND AMENDED COMPLAINT; PREP; FOLLOW UP CORRESPONDENCE; ADVISE AJB AND PM	1.00	750	750.00
07/11/19 06	VR	CORRESPONDENCE TO DEF RE MEET AND CONFER RE DISCOVERY; REVIEW DISCOVERY; ADVISE AJB	0.50	750	375.00
07/12/19 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY, PMK, AND AMENDED COMPLAINT; PREP; FOLLOW UP; ADVISE AJB	1.50	750	1,125.00
07/16/19 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY, PMK, AND APPEAL; PREP; FOLLOW UP	1.50	750	1,125.00
07/18/19	RE	REVIEW DOCKET RE STATUS OF REMAND TO STATE COURT; REVIEW REMAND ORDER RE POSSIBLE MOTION FOR LEAVE TO AMEND.	0.50	675	337.50
08/20/19 15	VR	REVIEW COURT'S ORDERS AND DOCKET, STATUS OF REMAND;	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ADVISE PM			
08/20/19	HD	REVIEW THE STATUS OF DEFENDANT'S PETITION FOR PERMISSION TO APPEAL. TELEPHONE CALL WITH CALENDAR CLERK OF DEPARTMENT 69 OF SAN DIEGO SUPERIOR COURT. DISCUSSION WITH ATTORNEY RIVAPALACIO REGARDING FILING A NOTICE OF ORDER OF REMAND.	0.60	250	150.00
09/10/19 17	VR	REVIEW & REVISE NOTICE RE REMAND; REVIEW COURT'S ORDERS AND STATUS OF REMAND; ADVISE CJ	1.00	750	750.00
09/13/19	HD	DRAFT NOTICE OF REMAND AND PROOF OF SERVICE	0.80	250	200.00
09/24/19	HD	UPLOAD NOTICE OF REMAND AND PROOF OF SERVICE TO ONE LEGAL FOR ELECTRONIC FILING AND SERVE ON DEFENSE COUNSEL VIA US MAIL.	0.30	250	75.00
11/12/19 15	VR	REVIEW COURT'S ORDERS AND DOCKET; STATUS OF CMC AND ASSIGNMENT	0.30	750	225.00
11/13/19	HD	REVIEW THE COURT CASE DOCKET. DISCUSSION WITH ATTORNEY RIVAPALACIO REGARDING NO FUTURE HEARINGS SCHEDULED ON CALENDAR AT THIS TIME.	0.20	250	50.00
11/20/19	RE	REVIEW FILE; REVIEW DOCKET; CONFER W AJ RE STATUS OF REMAND; ADDING PAGA.	0.50	675	337.50
12/17/19	RE	PHONE CONF W CLERK RE HEARING RESERVATION RE MOTION FOR LEAVE TO AMEND	0.30	675	202.50
01/02/20	HD	PRINT AND SERVE DISCOVERY VIA US MAIL.	0.30	250	75.00
01/02/20 17	VR	REVIEW & REVISE DISCOVERY TO DEFENDANT; EXECUTE AND SERVE	1.50	750	1,125.00
01/08/20	ND	REVIEW CBA AND UNION	3.20	850	2,720.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PREEMPTION ISSUES. LEGAL RESRAERCH REGARDING PREVIOUS COURT OPINIONS AND CASE LAW. CALL WITH PLAINTIFF REGARDING WORKPLACE ISSUES AND PENDING COMPLAINTS.			
02/19/20 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND DEFICIENCIES; ADVISE AJB	1.50	750	1,125.00
02/24/20	HD	REVIEW CASE FILE AND PREVIOUS COURT ORDERS. DRAFT SHELL CMC STATEMENT.	0.40	250	100.00
02/24/20	CJ	RESEARCH STATUS OF CLAIMS AND PROCEDURAL STATUS ON DOCKET IN PREPARATION FOR DRAFTING CMC STATEMTN DUE THIS WEEK	0.50	550	275.00
02/26/20 15	VR	REVIEW STATUS OF DISCOVERY; REVIEW PLAINTIFF'S DISCOVERY AND DOCUMENTS; ADVISE CJ	0.80	750	600.00
02/27/20	CJ	REVISE CMC ST. SENT FOR FILING	0.50	550	275.00
02/28/20	CJ	EVALUATE DEFENDANT'S DISCOVERY RESPONSES TO SET ONE REQUESTS IN PREPARATION FOR DRAFTING A MEET ADN CONFER LETTER TO DEFENDANT	1.00	550	550.00
02/28/20	CJ	DRAFT MEET AND CONFER LETTEE TO DEFENDANT AND SENT COUNSEL SAME	1.00	550	550.00
03/03/20	CJ	COORESPOND WITH DEFENDANT REGARDING DISCOVERY, CHECK DOCKET AND ORDERS RELATED TO IDC, EVALUATE DISOCVERY	1.00	550	550.00
03/05/20	HD	DRAFT SHELL MOTION TO AMEND (INCLUDING NOTICE, MEMO OF POINT'S AND AUTHORITIES, DECLARATION OF VP; PROPOSED ORDER AND PROOF OF SERVICE)	1.00	250	250.00
03/05/20	CJ	ANALYZE CASE STATUS, EVALUATE COMPLAINT AND DISCOVERY NEEDED TO DATE, SENT COORESPONDENCE TO	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENDANT TO MEET ADN CONFER ON ALL DISCOVERY			
03/06/20 14	VR	LEGAL RESEARCH RE AMENDMENTS TO COMPLAINT; FACTUAL RESEARCH RE AMENDMENTS; DRAFT MOTION TO AMEND; ADVISE RE	1.00	750	750.00
03/09/20 15	VR	REVIEW DISCOVERY AND STATUS OF DISPUTE/MTC; ADVISE CJ	0.50	750	375.00
03/10/20	CJ	CONTINUE EVALUATING DISCOVERY AND PREPARE FOR MEET AND CONFER CALL, CONDUCT CALL WITH DEFENDANT	1.50	550	825.00
03/10/20	CJ	CONTINUE RESEARCHING CLAIMS ADN EVALUATING AND ORGANIZING DOCUMETNS, DRAFTED LETTER TO DEFEDNANT REGARDING SAME AND MEET ADN CONFER CONFIRMATION	1.50	550	825.00
03/13/20	CJ	PREPARE FOR HEARING, EVALUATE STATUS OF AMENDED COMPLAINT	1.00	550	550.00
03/13/20	CJ	APPEAR FOR CASE MANAGEMENT CONFERENCE WITH TEH COURT	1.00	550	550.00
03/19/20 15	VR	REVIEW COURT'S ORDERS AND EMERGENCY ORDERS; REVIEW STATUS OF DISCOVERY; ADVISE CJ	1.50	750	1,125.00
03/23/20 15	VR	REVIEW UPCOMING DEADLINES AND STATUS; DRAFT CORRESPONDENCE TO DEFENDANT RE STIPULATION TO CONTINUE DATES	0.50	750	375.00
03/23/20 06	VR	CORRESPONDENCE TO DEFENDANT RE CMC AND STIP RE DEADLINES; REVIEW COURT'S ORDER; FOLLOW UP	1.50	750	1,125.00
03/23/20	CJ	EVALUATE STATUS OF DISCOVERY ADN SUPPLEMENTATION, COORESPOND WITH DEF RE BELAIRE WEST ADN SUPPLEMENTAITON	1.00	550	550.00
03/27/20	CJ	EVALAUTE REDLINES FROM DEF RE PROTECTIVE ORDER ADN BELAIRE WEST NOTICE, CONTINUE EDITS, SEND	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		BACK TO DEF			
04/28/20	CJ	MEET AND CONFER CONFERENCE WITH DEFENDANT	1.50	550	825.00
04/28/20	CJ	RESEARCH STATUS OF RELATED CASES ADN RESEARCH MEDIATION COORESPONDENCE, EVALUATE WHETHER CLASS SIZE OF SOLELY RAMP AGENTS IS AGREEABLE	2.00	550	1,100.00
04/29/20	CJ	DRAFT COORESPONDENCE TO DEFENDANT MEMORIALIZING MEET AND CONFER EFFORTS	1.00	550	550.00
04/29/20	CJ	BEGIN RESEARCHING MOTION TO COMPEL INCLUDING DETERMINING DEFENDANT'S RESPONSES TO DISCOVERY	1.00	550	550.00
04/30/20	CJ	EVALUATE JOINT STIPULATION RE FILING FAC, EVALUATE DOCKET FOR PURPOSES OF DETERMINING WHETEHR FAC WAS FILED AND MOTION HEARING DATES, DRAFT COORESPONDENCE RE FAC	1.50	550	825.00
04/30/20 15	KN	REVIEW ANSWER TO FAC	0.30	950	285.00
05/06/20	CJ	CONDUCT INTEROFFICE CONFERENCE RE POLICIES FOR BREAKS AND OBTAINING PMK DEPO TESTIMNOY	0.50	550	275.00
05/06/20	CJ	RESEARCH STATUS OF COORESPONDENCE WITH DEFENDAN, SENT DEFENDANT CORORESPONDENCE RE DEPO, BELAIRE NOTICE, RESEARCH ROBINSON ADN THOMAS CASES	0.50	550	275.00
05/11/20	CJ	RESEARCH STATUS. COORESPOND WITH DEFENDANT REGARDING DEFENDANT'S PMK AND BELAIRE	0.50	550	275.00
05/14/20	CJ	EVALUATE STATUS OF PROTECTIVE ORDER, BELAIRE WEST NOTICE, AND PMK DATES, NOTICES AND AVAILABILYT, SENT	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRESPONDENCE TO DEFENDANT RE SAME			
05/18/20	CJ	EVALUATE SDSC FOR IDC AVAILABILITY	0.50	550	275.00
05/18/20 15	VR	REVIEW COURT'S ORDERS AND DOCKET; STATUS OF EMERGENCY ORDERS AND CIVIL PROCEDURE; ADVISE CJ	1.00	750	750.00
05/20/20	CJ	ANALYZE DISCOVERY SERVED TO DATE, EVALUATE IDC PROCEDURE AND STATUS OF SETTING IDC, DRAFT AND SEND COORESpondENCE TO DEFENDANT	1.00	550	550.00
05/21/20	CJ	EVALUATE CASE POSTURE, COORESpond WITH DEFEDNATN REGARDING IDC AND MTC	0.50	550	275.00
06/11/20	CJ	COORIDINATD IDC DATES WITH CLERK OF COURT THROUGH MULTIPLE PHONE CALLS TO CLERK ADN MULTIPLE COORESpondENCE WITH DEFEANDNT	1.00	550	550.00
06/12/20	CJ	CONTINUE COORDINATING IDC WITH COURT AND DEF, SPOKE TO CLERK TWICE AND COORESpondeDE WITH DEF RE AVAILABLE DATES,DETERMINED PRECISE IDC PROCEDURE	1.00	550	550.00
06/15/20	CJ	RESEARCH COURT IDC PROCEDURES, ,SPOKE WITH CLERK OF COURT, COMMUNICATED AVAILABLE IDC DATES TO DEFENDANT	1.00	550	550.00
06/22/20	CJ	EVALUATE EX PARTE NOTICE REQUIREMENTS AND SENT NOTICE TO DEF RE IDC EX PARTE IN DEPT. 69, CONTINUED DETERMING SERVICE ISSUES IN LIGHT OF COVID (KNOX?)	1.00	550	550.00
06/22/20	CJ	CONTINUE DRAFTING ADN EVALUAING IDC BRIEF, FINALIZE ADN FILE	1.50	550	825.00



<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/22/20 17	VR	REVIEW & REVISE IDC STATEMENT; ADVISE CJ	2.00	750	1,500.00
06/24/20	CJ	EVALUATE DISCOVERY AND BRIEFS, ANALYZE DEFENDANT'S ARGUMENTS TO PREPARE FOR IDC	1.50	550	825.00
06/24/20	CJ	APPEAR ADT IDC, DID NOT GO FORWARD, MET WITH COURT, RECEIVED INFORMAITNO RE IDC DEPTS. FOLLOWED UP WITH FIRM RE PREFERRED JUDGES	1.00	550	550.00
06/30/20	CJ	RESEARCH DEPARTMENT 904	1.00	550	550.00
06/30/20	CJ	COORDINATE WITH DEFENDANT RE AVAILABILITY AND COORDINATE WITH COURT RE IDC	1.00	550	550.00
06/30/20 15	VR	REVIEW DISCOVERY AND STATUS; LOCAL RULES	1.00	750	750.00
07/01/20	CJ	TELEPHONIC CONFERENCE WITH CLERK RE IDC, COORDINATE WITH DEFEDNATN RE SAME	1.50	550	825.00
07/20/20	CJ	EVALAUTE DOCKET OF RELATED MATTERS ROBINSON AND THOMAS, EVALAUTED RELEVANT ORDERS IN ROBINSON FOR PURPOSES OF DETERMINING CASE STATUS AND WHETHER ANY STAYS ARE IN PLACE	1.00	550	550.00
07/22/20 17	VR	REVIEW & REVISE IDC BRIEF; REVIEW DISCOVERY AND OUTSTANDING DISPUTES	1.50	750	1,125.00
07/24/20 17	VR	REVIEW & REVISE IDC BRIEF; ADVISE AJB AND CJ	1.50	750	1,125.00
07/24/20	CJ	RESEARCH, REVISE AND FINALIZE IDC BRIEF FOR FILING	1.50	550	825.00
07/28/20	CJ	PREPARE FOR IDC WITH COURT	1.00	550	550.00
07/30/20 17	VR	REVIEW & REVISE CMC STATEMENT; ADVISE CJ	0.50	750	375.00
07/30/20	CJ	EVALUATE DEADLINES AND	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEPARTMENT RE IDC AND CONTINUE IDC			
07/30/20	CJ	ANALYZE CASE FILE ADN PROCEDURAL POSTURE	1.00	550	550.00
07/30/20	CJ	DRAFT CMC ST. TO COURT, EVALUATE, FINALIZE ADN FILE	1.00	550	550.00
08/03/20	CJ	EVALAUTE ORDER RE IDC CONTINUANCE - EVALUATE IDC BRIEF	1.00	550	550.00
08/11/20	CJ	PREPARE FOR IDC	1.00	550	550.00
08/11/20	CJ	APPEARED AT IDC	2.50	550	1,375.00
08/14/20	NBB	REVIEW FILE, ANALYZE, ADVISE AJ RE CERT.	2.50	995	2,487.50
08/14/20	CJ	PREPARE FOR CMC	0.50	550	275.00
08/14/20	CJ	ATTEND CMC	1.00	550	550.00
08/14/20	CJ	EVALUATE RELATED CASES FOR PURPOSES OF MOTION FOR CLASS CERT TIMING AND BEGIN PREPARING FOR MTC DRAFTING	1.00	550	550.00
08/17/20 15	PM	REVIEW STATUS OF DISCOVERY; REVIEW STATUS OF RELATED CASES AND ANALYZE RE CASE MANAGEMENT AND CLASS CERTIFICATION MOTION.	1.50	750	1,125.00
08/17/20	CJ	RESEARCH MOTION TO COMPEL ISSUES	1.00	550	550.00
08/18/20 15	PM	REVIEW DISPUTED DISCOVERY AND ANALYZE LEGAL AND FACTUAL ISSUES.	1.00	750	750.00
08/18/20	CJ	RESEARCH COURT REQUIREMENTS FOR MOTIONS TO COMPEL, SPOKE TO CLERK RE SAME - RESERVED MOTIONS	1.00	550	550.00
08/18/20	CJ	CONTINUE RESEARCHING MTC ISSUES AND COMMUIICATE MTC ISSUES TO HD TO BEGIN SEPERATE STATEMETNS	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FOR MOTIONS			
08/19/20	HD	RESEARCH RELATED CASE (CASE IS ROBINSON V. UNITED AIRLINES, CASE NUMBER RG19014578) COURT DOCKET AND OBTAIN COPIES OF RECENT JOINT CMC STATEMENTS. DOWNLOAD AND SAVE TO FILE ACCORDINGLY.	0.50	250	125.00
08/20/20	HD	DRAFT SHELLS FOR SEPARATE STATEMENTS FOR MOTIONS TO COMPEL RFP, RFA, S-ROGS AND F-ROGS.	5.00	250	1,250.00
08/21/20	CJ	EVALUATE STATUS OF SUPPLEMENTATION OF DISCOVERY AND OUTSTANDING DOCUMENTS TO DATE IN PREP FOR DRAFTING MOTIONS TO COMPEL	2.00	550	1,100.00
08/24/20	CJ	RESEARCH STATUS OF CASE INCLUDING DISCOVERY STILL OUTSTANDING	0.50	550	275.00
08/24/20	CJ	EVALUATE STATUS OF IDC, DRAFTED CORESPONDENCE TO MEET AND CONFER WITH DEFENDANT RE DISCOVERY	0.50	550	275.00
08/25/20 15	PM	REVIEW STATUS OF ACTION AND STRATEGIZE RE FURTHER DISCOVERY.	1.00	750	750.00
08/25/20	CJ	EVALUATE STATUS OF OUTSTANDING DISCOVERY TO BEGIN PREPARING FOR MOTION TO COMPEL, DRAFT CORESPONDENCE TO DEFENDANT RE SUPPLEMENTING	1.50	550	825.00
08/25/20	CJ	EVALUATE DOCUMENTS, INCLUDING WAGE STATEMENTS FOR PLAINTIFF	1.00	550	550.00
08/25/20	CJ	EVALUATE COURT PROCEDURES FOR MOTIONS AND RESEARCH CASE DOCKET	1.00	550	550.00
08/25/20 15	VR	REVIEW CORRESPONDENCE FROM DEF RE DISCOVERY; REVIEW	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY ORDERS AND DEFICIENCIES; ADVISE CJ			
08/26/20	CJ	BEGIN DRAFTING MOTION TO COMPEL RFP SET ONE	2.50	550	1,375.00
08/27/20	CJ	INTER-OFFICE MEETING RE DISCOVERY MOTION STRATEGY	0.50	550	275.00
08/27/20	CJ	CONTINUE DRAFTING MOTION RE RFP, EVALUATE AND SAVE COORESPONDENCE FOR PROCEDURAL FACT SECTIONS AND SENT DRAFT TO VR FOR REVIEW	2.50	550	1,375.00
08/28/20 15	VR	REVIEW MOTIONS TO COMPEL DISCOVERY; REVIEW DOCUMENTS; ADVISE CJ	2.50	750	1,875.00
08/28/20	CJ	DRAFT MOTION TO COMPEL SPECIAL ROGS	2.00	550	1,100.00
08/28/20	CJ	DRAFT SEPERATE STATEMENT - RFP	1.00	550	550.00
08/28/20	CJ	DRAFT SEP STATEMETN - S-ROG	1.50	550	825.00
08/28/20	CJ	DRAFT DECLARATIONS FOR MOTIONS	1.50	550	825.00
08/28/20	CJ	COMPILE EXHIBITS FOR MOTIONS	1.00	550	550.00
08/28/20	CJ	BEGIN DRAFTING RFA MOTION TO COMPEL	1.50	550	825.00
08/29/20 17	VR	REVIEW & REVISE MOTIONS TO COMPEL DISCOVERY; ADVISE CJ	4.00	750	3,000.00
08/31/20	CJ	EDIT, FINALIZE AND FILE MOTION TO COMPEL RFP	2.00	550	1,100.00
08/31/20	CJ	EDIT, FINALIZE AND FILE MOTION TO COMPEL S-ROG	2.00	550	1,100.00
08/31/20	CJ	EVALUATE AND CONTINUE DRAFTING RFA MOTION	1.50	550	825.00
08/31/20 15	VR	REVIEW EXPERT ANALYSIS OF DATA; ADVISE PM	1.00	750	750.00
09/01/20	CJ	RESEARCH RELATED CASES -	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ANALYZE STATUS OF CLASS CERTIFICATION AND THE RELATED CASE'S DEADLINES; EVALUATE AND ANALYZE CLASS CERT DEADLINES FOR OUR CASE IN CONJUNCTURE WITH THE RELATED CASES, PROPOSE SAME TO TEAM			
09/02/20	CJ	EVALUATE DOCUMENTS FROM DEFENDANT SERVED FRIDAY	1.00	550	550.00
09/02/20	CJ	EVALUATE EX PARTE PROCEDURES IN DEPT. 69, RESEARCH DOCKET, STANDING ORDER AND RELEVANT HEARING DATES RE THE MOTIONS TO COMPEL	1.00	550	550.00
09/04/20	PM	REVIEW DOCUMENTS AND ANALYZE LEGAL ISSUES	1.50	750	1,125.00
09/04/20	CJ	RESEARCH DATES FOR EX PARTE, CALL WITH CLERK RE EX PARTE, SCHEDULED SAME, COMMUNICATED TO COURT DOCS	0.75	550	412.50
09/04/20	CJ	RESEARCH EX PARTE REQUIREMENTS, RESEARCH CORRESPONDENCE RE EXIGENCY AND MOTIONS FOR EXIGENCY ARGUMENTS	1.50	550	825.00
09/04/20	CJ	RESEARCH CCP RE NOTICE OF RELATED CASES	1.00	550	550.00
09/04/20	CJ	DRAFT INTRODUCTION AND FACT SECTION	2.00	550	1,100.00
09/04/20	CJ	RESEARCH EX PARTE SAMPLES/ EXEMPLARS RE SHORTENED TIME	1.00	550	550.00
09/07/20	PM	REVIEW DEF. WAGE STATEMENTS AND ANALYZE; DRAFT AMENDED PAGA NOTICE.	1.50	750	1,125.00
09/07/20 10	PM	DRAFT AMENDED PAGA NOTICE; REVIEW DEF. DOCUMENTS AND ANALYZE.	1.00	750	750.00
09/08/20	CJ	RESEARCH AND SEND NOTICE OF EX PARTE TO DEFENDANT	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/08/20	CJ	FINALIZE EX PARTE APP AND SEND TO PM FOR REVIEW	2.50	550	1,375.00
09/08/20	CJ	REVISE AND FINALIZE EX PARTE APP, COORDINATE KNOX RUNNER, FILE AND SERVE	2.00	550	1,100.00
09/09/20	CJ	EVALUATE EX PARTE APPLICATION	1.00	550	550.00
09/10/20	CJ	PREPARE FOR EX PARTE	1.00	550	550.00
09/10/20	CJ	APPEAR AT P'S EX PARTE HEARING - GRANTED	1.00	550	550.00
09/11/20	CJ	CONTINUE RESEARCH INTO CLASS CERT DEADLINES, DETERMINE IF DEF WILL STIP TO CERT, SEND M&C TO DEF RE STIPULATION AND PMK DATES	1.00	550	550.00
09/15/20	PM	REVIEW CORRESPONDENCES; ANALYZE LEGAL AND CASE MANAGEMENT ISSUES; ADVISE CEJ.	1.00	750	750.00
09/15/20	CJ	CONFER INTER-OFFICE RE CLASS CERT BRIEFING SCHEDULE, DETERMINE IF BRIEFING SCHEDULE FROM DEF IS AGREEABLE, RESEARCH RELATED CASE	1.00	550	550.00
09/16/20	PM	REVIEW DEF. DOCUMENTS AND ANALYZE; REVIEW PMK DEPOSITION NOTICE.	1.00	750	750.00
09/16/20	CJ	DRAFT STIPULATION RE PMK DATES AND CLASS CERT BRIEFING SCHEDULE, SENT TO DEF FOR INCORPORATION	1.00	550	550.00
09/16/20	CJ	EVALUATE DATES FROM DEF, CONFIRM, DRAFT AMENDED NOTICE OF DEPO, SERVE	1.00	550	550.00
09/17/20	PM	REVIEW AND REVISE AMENDED PAGA NOTICE; DISCUSS AMENDED PAGA NOTICE WITH ND; LEGAL RESEARCH RE AMENDED PAGA NOTICE AND CLC 204; FINALIZE AND SUBMIT AMENDED PAGA NOTICE; REVIEW AND ANALYZE	3.00	750	2,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WAGE STATEMENTS AND LEGAL ISSUES.			
09/25/20	CJ	CONDUCT CALL AND CORRESPONDENCE RE MOTIONS TO COMPEL	1.00	550	550.00
09/29/20	CJ	PREPARE FOR CALL WITH DEFENSE COUNSEL BY EVALUATING OUTSTANDING DISCOVERY	1.00	550	550.00
09/29/20	CJ	CONDUCT CALL WITH DEFENSE COUNSEL AND DRAFT CORESPONDENCE MEMORIALIZING SUPPLEMENTATION	1.50	550	825.00
09/30/20	CJ	PREPARE FOR STATUS CONFERENCE	1.00	550	550.00
09/30/20	CJ	APPEAR AT STATUS CONFERENCE WITH THE COURT RE PLAINTIFF'S MOTIONS TO COMPEL DISCOVERY AND THE RELATED CASE'S CLASS CERT BRIEFING SCHEDULE	1.00	550	550.00
09/30/20	CJ	RESEARCH DOCKET AND STATUS OF RELATED THOMAS ACTION FOR PURPOSES OF DETERMINING TIMING FOR PLAINTIFF'S MOTIONS TO COMPEL AND MOTION FOR CLASS CERT	1.00	550	550.00
09/30/20	CJ	CALL WITH AJB RE THE RELATED ACTIONS, WHETHER MEDIATION IS BOOKED IN THE RELATED ACTIONS, AND WHETHER PLAINTIFF'S POSITION OF RAMP AGENT IS A SUFFICIENT GROUP TO MEDIATE	1.00	550	550.00
10/01/20	CJ	INTER-OFFICE MEETING RE RELATED CASES AND MOTION FOR CLASS CERTIFICATION	1.00	550	550.00
10/02/20	CJ	ANALYZE MOTION DEADLINES AND STATUS OF SUPPLEMENTATION	0.50	550	275.00
10/05/20	CJ	CONDUCT MEET AND CONFER CALL WITH DEFENDANT RE DISCOVERY AND MEDIATION	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/05/20	CJ	PREPARE FOR TELEPHONIC CALL WITH DEFENSE COUNSEL - EVALUATE OUTSTANDING DISCOVERY AND BELAIRE WEST NOTICE	1.00	550	550.00
10/08/20	CJ	EVALUATE STATUS OF DISCOVERY, MOTIONS TO COMPEL AND CONFER WITH DEFENSE COUNSEL RE SAME	1.00	550	550.00
10/12/20	CJ	CONFER WITH DEFENDANT RE STIPULATION AND COURT'S GUIDNACE RE DISCOVERY AND MOTION TO COMPEL	0.50	550	275.00
10/14/20	CJ	EVALUATE STATUS OF STIP, FOLLOW UP WITH DEFENDANT VIA EMAIL	0.50	550	275.00
10/16/20 15	VR	REVIEW STIPULATION RE DISCOVERY; REVIEW DISCOVERY; ADVISE CJ	1.00	750	750.00
10/16/20	CJ	EVALUATE REVISIONS TO STPULATION FROM DEFENDANT, MADE HEAVY REVISIONS TO STIPULATION, RESEARCH DISCOVERY NOT IMPLICATED IN STIP, INCLUDE SAME IN STIP	1.50	550	825.00
10/16/20	CJ	EVALUATE FURTHER EDITS TO STIP FROM DEF, DETERMINE WHETHER SAMPLING IS APPROPRIATE	0.50	550	275.00
10/19/20	PM	REVIEW AND ANALYZE DEF. DOCUMENTS; PREPARE FOR PMK DEPOSITION. REVIEW AND ANALYZE DEF. RESPONSES TO DISCOVERY.	4.00	750	3,000.00
10/22/20 15	VR	REVIEW COURT'S ORDERS AND DOCKETS; UPCOMING CMC AND STATUS	0.50	750	375.00
10/22/20 10	VR	DRAFT REPLY; REVIEW DISCOVERY; REVIEW OPPOSITION; LEGAL RESEARCH RE CITED CASES	4.00	750	3,000.00
10/22/20 15	VR	REVIEW DISCOVERY AND DOCUMENTS; DEPOSITION STATUS; CLASS CERTIFICATION SCHEDULE; COURT'S ORDERS; ADVISE PM	1.00	750	750.00



<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/22/20	PM	REVIEW STATUS OF ACTION AND DEF. OPPOSITION TO MTC; ANALYZE NEXT STEPS RE LITIGATION AND CLASS CERTIFICATION; REVIEW DOCUMENTS AND ANALYZE.	2.00	750	1,500.00
10/22/20	CJ	RESEARCH ORDER AND SPOKE WITH CLERK RE MOTION HEARING FOR CLASS CERT	0.50	550	275.00
10/23/20 10	VR	DRAFT REPLY RE MTC DISCOVERY; REVIEW DISCOVERY AND CORRESPONDENCE; EXECUTE, FILE AND SERVE	6.00	750	4,500.00
10/23/20	PM	ADVISE AJB RE STATUS OF MTC AND CLASS CERTIFICATION DEADLINES IN RELATED ACTIONS; STRATEGIZE NEXT LITIGATION STEPS.	0.50	750	375.00
10/23/20	PM	REVIEW MOTION TO COMPEL DISCOVERY REPLY BRIEF; REVIEW AND ANALYZE DEF. OPPOSITION TO MOTION TO COMPEL	1.00	750	750.00
10/26/20 10	VR	DRAFT STIPULATION RE DISCOVERY; REVIEW DISCOVERY NEEDS AND MEMO; ADVISE AJB	1.50	750	1,125.00
10/27/20 17	VR	REVIEW & REVISE STIPULATION RE DISCOVERY; ADVISE AJB AND PM	2.00	750	1,500.00
10/27/20	CJ	DETERMINE DATES FOR MOTION FOR CLASS CERT., EVALUATE DISCOVERY ISSUES AND MEDIATION DATES, TIMING FOR SAME, CALL CLERK, SCHEDULE MOTION HEARING	1.00	550	550.00
10/29/20	PM	REVIEW CORRESPONDENCES WITH DEF. AND DRAFT STIPULATION RE DISCOVERY MOTIONS; REVIEW LEGAL AND FACTUAL ISSUES AND DEF. DOCUMENTS.	2.00	750	1,500.00
10/30/20 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND MEDIATION; FOLLOW UP	0.50	750	375.00
11/05/20	VR	REVIEW DISCOVERY STATUS AND	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
15		MEDIATION STATUS; PREP FOR CMC			
11/06/20 08	VR	COURT APPEARANCE AT CMC; PREPARE; REVIEW DISCOVERY AND MEDIATION STATUS; FOLLOW UP	3.00	750	2,250.00
11/13/20 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE STATUS OF CASE AND FUTURE OPTIONS; ADVISE NDB	0.50	750	375.00
11/20/20 06	VR	CORRESPONDENCE TO DEF RE DISCOVERY AND SETTLEMENT	0.50	750	375.00
11/23/20 17	VR	REVIEW & REVISE STIPULATION RE DISCOVERY; ADVISE PM	1.00	750	750.00
11/24/20 17	VR	REVIEW & REVISE STIPULATION RE DISCOVERY; PROPOSED ORDER RE DISCOVERY; CORRESPONDENCE TO DEF	1.50	750	1,125.00
11/25/20 06	VR	CORRESPONDENCE TO DEFENDANT RE SITIPULATION RE DISCOVERY; REVIEW STIP AND DEADLINES	0.40	750	300.00
11/30/20 15	VR	REVIEW STATUS OF DISCOVERY AND STIPULATION; ADVISE AJB	1.30	750	975.00
12/02/20 15	VR	REVIEW STATUS OF STIPULATION RE DISCOVERY AND NEXT STEPS; ADVISE PM	0.60	750	450.00
12/11/20 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT'S COUNSEL RE STIPULATION, MEDIATION, AND DISCOVERY; CORRESPONDENCE; ADVISE PM	1.30	750	975.00
12/18/20 17	VR	REVIEW & REVISE STIPULATION RE DISCOVERY; REVIEW CORRESPONDENCE FROM DEFENDANT; REVIEW DISCOVERY RESPONSES	1.00	750	750.00
01/02/21	ND	REVIEW DATA PRODUCED FOR MEDIATION PURPOSES. REVIEW COURT DOCKET AND CASE FILE. ANALYZE WAGE AND HOUR POLICY DOCUMENTS, PREPARE FOR	5.00	850	4,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION.			
01/05/21	ND	ANALYZE PAY ASTUB EXEMPLARS FOR 226 AND 204 CLAIMS. LEGAL RESEARCH REGARDING THE SAME.	3.90	850	3,315.00
01/06/21 06	VR	CORRESPONDENCE TO DEF RE DISCOVERY AND STIPULATION RE DISCOVERY AND CLASS CERT	0.50	750	375.00
01/07/21 06	VR	CORRESPONDENCE TO DEFENDANT RE STIPULATION AND DISCOVERY; ADVISE AJB AND PM	1.00	750	750.00
01/08/21 15	VR	REVIEW DATA FROM DEF; EXPERT ACCESS; ADVISE AJB AND PM	1.50	750	1,125.00
01/08/21	PM	REVIEW DEF. DOCUMENTS; REVIEW DRAFT MEDIATION BRIEF AND ADVISE CEJ.	2.00	750	1,500.00
01/08/21	CJ	RESEARCH CASE TO PREPARE MEDIATION DEMAND FACT SECTION	2.00	550	1,100.00
01/08/21	CJ	PULL EXHIBITS FOR MEDIATION DEMAND	1.50	550	825.00
01/08/21	CJ	DRAFT FACT SECTION	1.50	550	825.00
01/08/21	CJ	REVISE MEDAITION BRIEF FACT SECTION	1.50	550	825.00
01/11/21	CJ	REVISE MEDIATION BRIEF, ADD MORE EXHIBITS, EVALUATE EMPLOYEE HANDBOOKS	3.50	550	1,925.00
01/12/21	RE	REVIEW AND ADVISE AJ RE MEDIATION BRIEF DRAFT; EDIT DRAFT AND FORWARD TO AJ TO FINALIZE.	2.25	675	1,518.75
01/12/21 15	VR	REVIEW DOCS PRODUCED BY DEF; ADVISE AJB	1.00	750	750.00
01/12/21	CJ	EVALUATE ALL WORKING TOGETHER GUIDELINE POLICIES AND CBAS	2.00	550	1,100.00
01/12/21	ND	CALL WITH CLIENT REGARDING FACTS FOR MEDIATION BRIEF. DISCUSS MEDIATION ISSUES AND	7.30	850	6,205.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AUTHORITY. ANALYZE ALL DISCOVERY TO DATE. REVIEW TIME PUNCH DATA FOR MEAL BREAK VIOLATIONS. LEGAL RESEARCH REGARDING CERTIFICATION OF MEAL BREAK CLAIMS WITH VALID MEAL BREAK POLICY. DRAFT MEDIATION BRIEF			
01/13/21	KH	REVIEW DOCUMENTS PROVIDED BY DEFENDANTS; PULL EXHIBIT TO BE USED FOR MEDIATION.	0.30	250	75.00
01/13/21	PM	REVIEW AND ANALYZE DEFENDANT'S DOCUMENTS; REVIEW AND ANALYZE DRAFT MEDIATION BRIEF.	2.00	750	1,500.00
01/13/21	AJB	DRAFT MEDIATION BRIEF.	5.00	895	4,475.00
01/13/21 15	VR	REVIEW RELATED CASE DOCUMENTS AND STATUS; ADVISE PM	2.00	750	1,500.00
01/13/21	CJ	DRAFT PROCEDURAL HISTORY OF CASE FOR MEDIATION BRIEF RE ALL DISCOVERY AND MOTIONS FILED TO DATE	2.00	550	1,100.00
01/13/21	ND	REVIEW FACTS AND LAW - DRAFT MEDIATION BRIEF.	7.20	850	6,120.00
01/14/21 15	VR	REVIEW STATUS OF DISCOVERY; CORRESPONDENCE TO DEFENDANT	0.50	750	375.00
01/15/21	ND	ANALYZE PREVIOUS SETTLEMENTS WITH SIMILAR CLAIMS AND WORKWEEKS FOR MEDIATION VALUATION. RESEARCH PREVIOUS AIRLINE SETTLEMENTS IN CALIFORNIA.	2.70	850	2,295.00
01/18/21	CJ	EVALUATE MEDIATION BRIEF	1.00	550	550.00
01/21/21	NBB	REVIEW MED BRIEF, ANALYZE. ADVISE AJ.	2.50	995	2,487.50
01/21/21 15	KN	REVIEW MEDIATION BRIEF; ANALYZE AND DISCUSS	1.30	950	1,235.00
01/22/21	ND	ANALYZE ALL MEDIATION	2.00	850	1,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MATERIALS INCLUDING BRIEF AND EXHIBITS ATACHED THERETO IN PREPARATION FOR MEDIATION.			
01/27/21	SB	PREPARE FOR MEDIATION	2.80	450	1,260.00
01/28/21	PM	PARTICIPATE IN MEDIATION.	6.00	750	4,500.00
01/28/21	SB	ATTEND MEDIATION	8.00	450	3,600.00
01/28/21	AJB	PREP AND APPEAR FOR MEDIATION.	6.00	895	5,370.00
01/29/21 12	VR	TELEPHONE CONFERENCE WITH COURT RE EX PARTE, MOTIONS TO COMPEL, MOTION FOR CLASS CERTIFICATION; REVIEW STATUS OF SETTLEMENT; ADVISE AJB AND PM	1.20	750	900.00
02/02/21	PM	REVIEW DRAFT EX PARTE APPLICATION TO SHORTEN TIME ON CLASS CERTIFICATION HEARING DATE AND MOTIONS TO COMPEL DISCOVERY.	1.00	750	750.00
02/04/21 08	VR	COURT APPEARANCE AT EX PARTE TO SHORTEN TIME/ADVANCE HEARING DATES; PREP; FOLLOW UP	2.50	750	1,875.00
02/11/21 06	VR	CORRESPONDENCE TO DEFENDANT RE PMK DEPO; ADVISE PM AND AJB	0.50	750	375.00
02/15/21	PM	REVIEW CORRESPONDENCES WITH COUNSEL IN RELATED ACTIONS; REVIEW STATUS OF DISCOVERY AND DOCUMENT PRODUCTION.	0.50	750	375.00
02/16/21	CJ	EVALUATE UNITED CASE LAW RE PILOT CERTIFICATION	1.00	550	550.00
02/18/21	PM	TELEPHONIC CONFERENCE WITH OTHER PLAINTIFFS' COUNSEL; REVIEW DEF. DISCOVERY RESPONSES AND DOCUMENTS AND ANALYZE RE MOTION FOR CLASS CERTIFICATION.	1.00	750	750.00
02/18/21 12	VR	TELEPHONE CONFERENCE WITH CO-COUNSEL RE PMK DEPOSITION AND DISCOVERY; RE CONSOLIDATING TOPICS; REVIEW NOTICES OF	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEPOSITION FOR OVERLAP; DRAFT CORRESPONDENCE TO DEF			
02/19/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DEPOSITION OF PMK; CONFER WITH CO-COUNSEL; ADVISE PM	0.80	750	600.00
02/22/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DEPOSITION OF PMK; CONFER WITH CO-COUNSEL; ADVISE PM	0.60	750	450.00
03/02/21 06	VR	CORRESPONDENCE TO DEFENDANT RE NOTICE OF DEPOSITION; ADVISE PM	0.50	750	375.00
03/04/21 15	VR	REVIEW DEPOSITION TOPICS AND OUTLINE; CORRESPONDENCE FROM DEF; ADVISE PM	1.00	750	750.00
03/05/21 10	VR	DRAFT DISCOVERY REQUESTS; REVIEW PRIOR DISCOVERY; ADVISE PM	2.50	750	1,875.00
03/05/21 17	VR	REVIEW & REVISE PMK DEPOSITION NOTICE; REVIEW LANGUAGE RE STATUTORY REQUIREMENTS AND VIRTUAL APPEARANCES; CORRESPONDENCE TO PARTIES	0.60	750	450.00
03/08/21 17	VR	REVIEW & REVISE DEPOSITION NOTICE OF PMK; REVIEW PRIOR DEPOSITION NOTICE; CORRESPONDENCE BETWEEN PARTIES	1.00	750	750.00
03/10/21	PM	REVIEW DEF. DOCUMENTS AND ANALYZE RE PMK DEPOSITION; ADVISE VR RE PMK DEPOSITION; TELEPHONIC CONFERENCE WITH CO-COUNSEL REGARDING PMK DEPOSITION.	2.00	750	1,500.00
03/10/21 12	VR	TELEPHONE CONFERENCE WITH CO-COUNSEL RE DEPOSITION OF PMK; PREP; REVIEW DEPOSITION NOTICES; FOLLOW UP	2.00	750	1,500.00
03/10/21 15	VR	REVIEW DOCUMENTS AND EXHIBIT BOOK; ADVISE PM	2.50	750	1,875.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/12/21 20	VR	PREPARATION FOR DEPOSITION OF COMPENSATION PMK; PREPARE EXHIBIT BOOK	6.00	750	4,500.00
03/14/21 20	VR	PREPARATION FOR DEPOSITION OF DEFENDANT'S COMPENSATION PMK; CORRESPONDENCE TO CO-COUNSEL; REVIEW MEDIATION BRIEF	3.00	750	2,250.00
03/15/21 20	VR	PREPARATION FOR DEPOSITION OF DEF'S COMPENSATION PMK; ADVISE PM; REVIEW EXPERT REPORTS; TELEPHONE CONF WITH EXPERT	15.00	750	11,250.00
03/16/21 19	VR	DEPOSITION OF DEF'S PMK RE COMPENSATION; PREP; FOLLOW UP	11.00	750	8,250.00
03/22/21 15	VR	REVIEW STATUS OF MOTION TO COMPEL HEARING AND COURT'S LOCAL RULES; PREPARE FOR MOTION TO COMPEL HEARING; FOLLOW UP	1.00	750	750.00
03/23/21 15	VR	REVIEW DOCUMENTS; REVIEW EXPERT ANALYSIS OF DOCUMENTS	1.50	750	1,125.00
03/24/21	KH	RESEARCH CASE RECORDS AND COURT RECORDS RE STATUS OF FILING OF FIRST AMENDED COMPLAINT.	0.30	250	75.00
03/24/21	PM	REVIEW DOCKET AND STATUS OF AMENDED COMPLAINT; ADVISE VR RE AMENDED COMPLAINT.	1.00	750	750.00
03/25/21 15	VR	REVIEW COURT'S TENTATIVE; REVIEW MOTION; PREPARE FOR HEARING	2.00	750	1,500.00
03/26/21	PM	REVIEW STATUS OF DISCOVERY MOTION; ADVISE VR RE DISCOVERY AND CLASS CERT SCHEDULING; REVIEW MOTION TO COMPEL AND ANALYZE DISCOVERY NECESSARY FOR CLASS CERTIFICATION MOTION.	1.00	750	750.00
03/26/21 15	VR	REVIEW COURT'S ORDERS AND MOTION TO COMPEL DISCOVERY; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; REVIEW THE CLASS CERTIFICATION SCHEDULE OF	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		INSTANT CASE AND RELATED CASES; ADVISE PM			
03/29/21 15	VR	REVIEW DOCUMENTS PRODUCED BY DEFENDANT; ADVISE PM	1.00	750	750.00
04/05/21 15	VR	REVIEW DISCOVERY AND STATUS OF RESPONSES; REVIEW CORRESPONDENCE FROM DEFENDANT; ADVISE PM	1.50	750	1,125.00
04/05/21 10	VR	DRAFT EX PARTE AND SUPPORTING DOCS	2.00	750	1,500.00
04/06/21 10	VR	DRAFT EX PARTE TO ADVANCE CLASS CERTIFICATION HEARING DATE; CORRESPONDENCE TO DEFENDANT; REVIEW COURT'S ORDER AND LOCAL RULES	2.50	750	1,875.00
04/07/21	KH	FINALIZE EX PARTE APPLICATION FOR ORDER ADVANCING HEARING DATE ON MOTION FOR CLASS CERTIFICATION AND ALL SUPPORTING DOCUMENTS; SUBMIT FOR E-FILING WITH THE COURT; INSTRUCT MESSENGER SERVICE TO DELIVER REQUIRED COURTESY COPY; E-SERVE ON ALL COUNSEL.	0.80	250	200.00
04/07/21 17	VR	REVIEW & REVISE EX PARTE TO ADVANCE HEARING DATE; EXECUTE; FILE AND SERVE	1.00	750	750.00
04/08/21 10	VR	DRAFT SUPPLEMENTAL MTC BRIEF; REVIEW MOTION AND AND OPPOSITION; REVIEW DISCOVERY PRODUCTION AND DOCUMENTS; REVIEW AND REVISE SUPPLEMENTAL BRIEF	3.20	750	2,400.00
04/08/21 08	VR	COURT APPEARANCE AT EX PARTE TO ADVANCE HEARING DATE; PREPARE; FOLLOW UP	2.00	750	1,500.00
04/09/21	KH	FINALIZE AND PREPARE SUPPLEMENTAL BRIEF RE MOTION TO COMPEL FOR SUBMISSION TO COURT AND E-SERVICE ON ALL COUNSEL.	0.40	250	100.00



<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/09/21 17	VR	REVIEW & REVISE SUPPLEMENTAL BRIEF RE DISCOVERY; FINALIZE	3.00	750	2,250.00
04/12/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND DEADLINES; REVIEW PMK DEPOSITION TRANSCRIPT	0.50	750	375.00
04/15/21 15	VR	REVIEW MOTIONS TO COMPEL AND TENTATIVE RULING; REVIEW DISCOVERY AND CORRESPONDENCE BETWEEN PARTIES	2.50	750	1,875.00
04/16/21	KH	DRAFT NOTICE OF RULING RE PLAINTIFF'S MOTIONS TO COMPEL; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON OPPOSING COUNSEL.	0.50	250	125.00
04/16/21	PM	REVIEW TENTATIVE RULING RE MOTION TO COMPEL AND ANALYZE; ANALYZE NEXT STEPS AND STRATEGIZE RE CLASS CERTIFICATION MOTION.	1.50	750	1,125.00
04/16/21 17	VR	REVIEW & REVISE NOTICE OF RULING; ADVISE PM AND HD	0.70	750	525.00
04/16/21 08	VR	COURT APPEARANCE AT MOTION TO COMPEL HEARING; PREP; FOLLOW UP; ADVISE PM AND AJB	3.50	750	2,625.00
04/19/21 06	VR	CORRESPONDENCE TO DEF RE PMK AND DISCOVERY; REVIEW STATUS OF DISCOVERY AND PMK NOTICE/DEPOSITIONS; ADVISE PM	2.50	750	1,875.00
04/22/21 15	VR	REVIEW CASE STATUS AND COURT'S ORDERS RE CMC; ADVISE HD AND PM	0.50	750	375.00
04/26/21 12	VR	TELEPHONE CONFERENCE WITH CO-COUNSEL RE CONSOLIDATION AND CORDINATING DISCOVERY AND CERTIFICATION EFFORTS; PREP; ADVISE AJB	1.50	750	1,125.00
04/28/21 17	VR	REVIEW & REVISE BELAIRE NOTICE; ADVISE PM AND AJB	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/29/21 15	VR	REVIEW MOTION FOR LEAVE TO AMEND; DRAFT DECLARATION IN SUPPORT; ADVISE PM	1.50	750	1,125.00
04/29/21 15	VR	REVIEW COURT'S DOCKET AND MOTION FOR LEAVE TO AMEND COMPLAINT AND ASSOCIATED ORDER AND NON-OPP; REVIEWING FILING OF FAC; ADVISE PM	1.20	750	900.00
04/29/21	PM	DRAFT MOTION FOR LEAVE TO FILE AMENDED COMPLAINT.	1.50	750	1,125.00
04/30/21 17	VR	REVIEW & REVISE MOTION FOR LEAVE TO AMEND; DRAFT DECLARATION; CORRESPONDENCE TO DEF; ADVISE PM	2.50	750	1,875.00
04/30/21	PM	REVIEW DEF. RESPONSES TO DISCOVERY AND DOCUMENTS; REVIEW BELAIRE-WEST NOTICE AND ORGANIZE FOR OPT-OUT PROCEDURE.	1.50	750	1,125.00
04/30/21	KH	FINALIZE MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT AND ALL SUPPORTING DOCUMENTS; SUBMIT TO COURT FOR FILING WITH E-SERVICE; SERVE COURTESY COPY ON OPPOSING COUNSEL.	0.80	250	200.00
05/04/21 10	VR	DRAFT EX PARTE APPLICATION AND ASSOCIATED DOCS; SEND FOR FILING AND DELIVERY	4.50	750	3,375.00
05/04/21	ND	ANALYZE 2802 AND REST BREAK CLAIMS. CALL WITH PLAINTIFF TO DISCUSS. LEGAL RESEARCH REGARDING THE SAME.	2.50	850	2,125.00
05/05/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND PRODUCTION OF CONTACT INFORMATION; ADVISE PM	1.00	750	750.00
05/06/21 15	VR	REVIEW DOCUMENTS FOR BELAIRE MAILING; CORRESPONDENCE TO THIRD PARTY ADMINISTRATOR	0.50	750	375.00
05/06/21 08	VR	COURT APPEARANCE AT EX PARTE; PREPARE; FOLLOW UP	2.50	750	1,875.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/06/21	PM	DISCUSS EX PARTE HEARING WITH VR AND ADVISE VR RE NEXT STEPS AND CASE MANAGEMENT; REVIEW AND ANALYZE DEF. DOCUMENTS; REVIEW AND ANALYZE PMK DEPOSITION TRANSCRIPT.	3.00	750	2,250.00
05/11/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS; STRATEGIZE RE CLASS CERT MOTION.	1.50	750	1,125.00
05/11/21 06	VR	CORRESPONDENCE TO DEFENDANT RE SAC AND COURT'S ORDERS AND GUIDANCE; REVIEW COURT'S ORDERS AND GUIDANCE; ADVISE PM	1.20	750	900.00
05/21/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE STATUS OF CASE, BANKRUPTCY, AND LENGTH OF LITIGATION; PREP; FOLLOW UP	0.50	750	375.00
05/24/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW DISCOVERY RESPONSES AND DOCUMENT PRODUCTION; ADVISE PM	1.00	750	750.00
05/28/21 15	VR	REVIEW DISCOVERY RESPONSES AND DOCUMENT PRODUCTION; CORRESPONDENCE TO DEFENDANT RE DOCUMENT PRODUCTION AND EXPECTATIONS	2.50	750	1,875.00
06/04/21 10	VR	DRAFT PETITION TO COORDINATE; REVIEW STATUS OF COORDINATION AND CORRESPONDENCE RE COORDINATION; REVIEW PROCEDURE; ADVISE PM	2.00	750	1,500.00
06/07/21	PM	REVIEW STATUS OF ACTION AND DISCOVERY; ADVISE AJB RE STATUS OF ACTION; ADVISE VR AND KH RE PETITION FOR COORDINATION.	0.50	750	375.00
06/07/21 10	VR	DRAFT PETITION TO COORDINATE; REVIEW RULES RE PETITIONS TO COORDINATE AND CIVIL PROCEDURE; ADVISE KH	1.50	750	1,125.00
06/08/21	KH	RESEARCH RE PETITION FOR	1.10	250	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COORDINATION; BEGIN DRAFTING PETITION FOR COORDINATION AND SUPPORTING DECLARATION.			
06/09/21	KH	CONTINUE SETTING UP PETITION FOR COORDINATION AND SUPPORTING DECLARATION; DRAFT NOTICES OF SUBMISSION; DRAFT NOTICES OF ORDER.	1.40	250	350.00
06/10/21 10	VR	DRAFT REPLY RE MOTION TO AMEND; REVIEW OPPOSITION; LEGAL RESEARCH RE PREEMPTION OF AIR TRAVEL EMPLOYEES	6.50	750	4,875.00
06/11/21	PM	REVIEW AND REVISE REPLY RE MOTION TO AMEND; ADVISE VR RE REVISIONS.	1.00	750	750.00
06/11/21 15	VR	REVIEW CLASS LIST; REVIEW DISCOVERY RESPONSES; DRAFT CORRESPONDENCE TO DEF	1.00	750	750.00
06/11/21 17	VR	REVIEW & REVISE REPLY ISO MOTION TO AMEND; DRAFT AND FINALIZE DECLARATION IN SUPPORT; EXECUTE, FILE AND SERVE	3.50	750	2,625.00
06/18/21	KH	FINALIZE SECOND AMENDED COMPLAINT WITH UPDATED SERVICE LIST; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.40	250	100.00
06/18/21	FJG	INTAKE CASE NOTES/COMPLAINT, ETC.; READ, MARK-UP	2.10	250	525.00
06/18/21	FJG	EMAIL WAYNE FOR ACCESS; EMAILS W/TEAM RE ASSIGNMENT	0.20	250	50.00
06/18/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW LOCAL RULES; REVIEW TENTATIVE ORDER RE MOTION TO AMEND; ADVISE KH	1.50	750	1,125.00
06/21/21	FJG	EMAIL/TEXT BROWN FOR DECL CONTACT	0.20	250	50.00
06/22/21	VR	TELEPHONE CONFERENCE WITH	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
13		CLIENT RE STATUS OF CASE AND DECLARATIONS; ADVISE PM AND RG			
06/22/21	KH	RECEIVE ENDORSED COPY OF SECOND AMENDED COMPLAINT; UPLOAD TO LDWA WEBSITE PER REQUIREMENT.	0.20	250	50.00
06/22/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS; LEGAL RESEARCH RE FLSA OVERTIME/RLA LEGAL ISSUES.	3.00	750	2,250.00
06/22/21	FJG	CALL TO BROWN FOR DECL; REVIEW SAC/CASE NOTES	0.60	250	150.00
06/22/21	FJG	OUTLINE CLASS DECL QUESTIONS; BEGIN DRAFT DECL FOR CLASS	5.00	250	1,250.00
06/23/21	FJG	CONTINUE BROWN/CLASS DECL; CALL W/BROWN - DECL	6.00	250	1,500.00
06/23/21 06	VR	CORRESPONDENCE TO DEFENDANT RE CLASS LIST AND DISCOVERY; REVIEW STATUS OF DISCOVERY	1.00	750	750.00
06/24/21	FJG	REVIEW & REVISE, COMPLETE BROWN; SUBMIT TO TEAM	2.10	250	525.00
06/25/21 10	VR	DRAFT PETITION FOR COORDINATION; RESEARCH RE COORDINATION REQUIREMENTS; RESEARCH CASE HISTORIES AND PROCEDURAL POSITIONS; RESEARCH COMPLEX REQUIREMENTS	6.00	750	4,500.00
06/25/21	FJG	CALL W/BROWN FOR REFERRALS; CALLS TO CMS	2.00	250	500.00
06/25/21	FJG	CUT CONTACT LIST FOR CALL USE/PRINT; CALL W/ZIADDEM (PITCH)	0.80	250	200.00
06/25/21	FJG	PITCH WICK; CALL FROM BROWN	0.70	250	175.00
06/25/21	FJG	CALL LASTER (REF.)	0.60	250	150.00
06/25/21	FJG	CALL W/WILLIAMS - PITCH; MEMO TO TEAM RE BROWN	0.70	250	175.00
06/25/21	FJG	CALL W/BROWN RE RADIO/HEADSETS/BELAIRE NOTICE	0.30	250	75.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/25/21	FJG	REVISE BROWN DECL TO FIX RADIO CLAIM; EMAILS W TEAM RE BELAIRE	0.90	250	225.00
06/27/21 10	VR	DRAFT PETITION FOR COORDINATION AND CORRESPONDING DECLARATION; REVIEW EXHIBITS	1.50	750	1,125.00
06/28/21 17	VR	REVIEW & REVISE PETITION FOR COORDINATION AND CORRESPONDING DECLARATION; REVIEW AND REVISE NOTICES; FINALIZE	1.00	750	750.00
06/28/21	PM	REVIEW AND REVISE PETITION FOR COORDINATION.	1.00	750	750.00
06/28/21	KH	REVIEW/EDIT PETITION FOR COORDINATION OF CASES AND SUPPORTING DOCUMENTS; DRAFT TABLE OF CONTENTS AND TABLE OF AUTHORITIES TO MEMO OF PS & AS; REVIEW JCCP GUIDELINES; FINALIZE ALL DOCUMENTS AND PREPARE FOR SUBMISSION WITH SERVICE ON ALL COUNSEL.	4.20	250	1,050.00
06/28/21	KH	REVIEW/EDIT NOTICE OF SUBMISSION OF PETITION FOR COORDINATION OF ACTIONS; FINALIZE WITH ALL SUPPORTING DOCUMENTS/EXHIBITS; PREPARE FOR SUBMISSION TO SAN DIEGO SUPERIOR COURT AND ALAMEDA COUNTY SUPERIOR COURT WITH PROOF OF SERVICE ON ALL COUNSEL.	2.10	250	525.00
06/28/21	FJG	LASTER DECL; REVISE BROWN PER LASTER	4.00	250	1,000.00
06/28/21	FJG	SUBMIT BOTH DECL TO TEAM	0.20	250	50.00
06/29/21	KH	RECEIVE/REVIEW CORRESPONDENCE FROM JUDICIAL COUNCIL RE PETITION FOR COORDINATION; CONFIRM ADDITIONAL STEPS REQUIRED; CONFIRM INSTRUCTIONS TO ATTORNEY SERVICE RE ENDORSED COPY RETURN FOR SUBMISSION.	0.20	250	50.00
06/30/21	RE	REVIEW, DISPATCH & EMAIL	0.40	675	270.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DECLARATION TO ELLA BROWN AND K. LASTER; CONFER W RG RE DECLARATIONS			
06/30/21 17	VR	REVIEW & REVISE WITNESS DECLARATIONS; ADVISE RG	1.00	750	750.00
07/01/21	RE	SAVE SIGNED KEVIN LASTER DECLARATION; ADVISE RG/AJ OF SIGNING; CONFIRM RECEIPT WITH DECLARANT	0.30	675	202.50
07/01/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS; REVIEW AND REVISE DRAFT DECLARATIONS FOR PLAINTIFF AND CLASS MEMBERS; ADVISE RG RE REVISIONS.	2.00	750	1,500.00
07/01/21	FJG	REVISE PER TORI; DISPATCH	0.40	250	100.00
07/01/21	FJG	CALL DECLARANTS RE INBOUND DECLS; CALL W/BROWN	0.30	250	75.00
07/01/21	FJG	EMAILS W/PIYA RE REVISIONS AND DISPATCHES	0.30	250	75.00
07/01/21	FJG	REVIEW PIYA'S REVISIONS; FOLLOWUP EMAIL	0.40	250	100.00
07/01/21	FJG	EMAIL MEMO TO PIYA RE THEORY BEHIND REVISIONS	0.40	250	100.00
07/01/21	FJG	CALL W/BROWN RE CASE AND HER CLAIMS	0.30	250	75.00
07/01/21	FJG	EMAILS TO TEAM RE BROWN CLAIMS	0.20	250	50.00
07/02/21	KH	CORRESPONDENCE WITH JUDICIAL COUNCIL TRANSMITTING ENDORSED COPIES OF NOTICES OF SUBMISSION OF PETITION FOR COORDINATION IN RELATED COURTS.	0.20	250	50.00
07/02/21	FJG	INTAKE NEW CLASS LIST; CALL W/BROWN	0.20	250	50.00
07/06/21	RE	CONFER W RG RE REVISED DECLARATIONS; RESEND/DISPATCH VIA EMAIL AND ECHOSIGN LASTER	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND BROWN DECLARATIONS			
07/06/21	FJG	REVISE BROWN AND LASTER DECLS PER PIYA - "GROUND ONLY"	3.50	250	875.00
07/07/21	RE	SAVE SIGNED LASTER DECLARATION; ADVISE AJ AND CONFIRM RECEIPT WITH CLIENT	0.30	675	202.50
07/07/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT PLAINTIFF; REVIEW DECLARATIONS; REVIEW DOCUMENTS AND COMPLAINT; ADVISE PM AND RG	2.00	750	1,500.00
07/08/21 15	VR	REVIEW COURT'S DOCKET AND ORDERS; REVIEW FILING; ADVISE PM	0.50	750	375.00
07/09/21	RE	CONFER W RG RE REVISIONS TO LASTER & BROWN DECLARATIONS; DISPATCH VIA EMAIL & ADOBESIGN LASTER & BROWN DECLARATIONS; SAVE SIGNED BROWN DECLARATION; CONFIRM RECEIPT W BROWN	0.50	675	337.50
07/09/21	FJG	CALL W/BROWN; REVISE AND RE DISPATCH DECL	0.50	250	125.00
07/09/21	FJG	CALL W/LASTER; REVISE - DISPATCH	0.30	250	75.00
07/27/21	PM	REVIEW PETITION FOR COORDINATION AND STATUS OF PETITION; REVIEW STATUS OF RELATED ACTIONS.	0.50	750	375.00
07/30/21	KH	RECEIVE AND REVIEW JUDICIAL COUNCIL ORDER; DRAFT NOTICES OF ORDER ASSIGNING COORDINATION MOTION JUDGE FOR RELATED CASES (SAN DIEGO & ALAMEDA COUNTIES);DRAFT PROOFS OF SERVICE; CONFIRM ALL COUNSEL NAMED.	0.70	250	175.00
08/03/21 17	VR	REVIEW & REVISE NOTICE OF RULING; REVIEW SERVICE LIST AND STATUS OF CASES; ADVISE KH	0.60	750	450.00
08/04/21	KH	REVIEW/EDIT NOTICE OF ASSIGNMENT	1.00	250	250.00



<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OF COORDINATION MOTION JUDGE; FINALIZE WITH UPDATED SERVICE LIST; PREPARE FOR SUBMISSION TO SAN DIEGO COUNTY SUPERIOR COURT (BROWN) AND ALAMEDA COUNTY SUPERIOR COURT (ROBINSON) WITH E-SERVICE ON ALL COUNSEL.			
08/06/21	KH	RECEIVE AND REVIEW NOTICES OF ASSIGNMENT OF COORDINATION JUDGE FILED WITH THE RESPECTIVE COURTS; COMPILE DOCUMENTS AND PREPARE FOR SUBMISSION TO THE JUDICIAL COUNCIL WITH SERVICE ON ALL ATTORNEYS.	0.50	250	125.00
08/18/21	FJG	SEARCH FOR ZAVALA	0.20	250	50.00
08/27/21	CJ	RESEARCH STATUS OF CASE AND RELATED ACTIONS, EVALUATE CLASS CERT TIMING IN LIGHT OF CASE HAND OFF	1.00	550	550.00
09/13/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS AND DISCOVERY RESPONSES.	0.50	750	375.00
09/13/21	FJG	CALLS TO CMS	2.50	250	625.00
09/14/21	FJG	INTAKE/EDIT NEW CONTACT LIST FOR NEW CALLS	0.50	250	125.00
09/14/21	FJG	CALLS TO CMS FROM NEW LIST	2.70	250	675.00
09/14/21	FJG	CALL W/ADLER; CURRENT PITCH; CALL W/ALLEN - PART-TIMER	0.80	250	200.00
09/15/21	FJG	CALLS TO RAMP AGENTS; PITCH TO EPSTEIN	2.30	250	575.00
09/16/21	KH	FINALIZE CASE MANAGEMENT CONFERENCE STATEMENT; PREPARE FOR SUBMISSION TO COURT WITH REVISED PROOF OF SERVICE; SERVE ON ALL COUNSEL.	0.40	250	100.00
09/16/21	CJ	RESEARCH STATUS OF CASE, DETERMINE RELATIONSHIP WITH ROBINSON ACTION AND STATUS OF	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRDINATION, DETERMINE JUDGE ASSIGNED, DRAFT CMC STATEMENT TO COURT, SENT FOR FILING			
09/16/21	FJG	CALLS TO CMS; CALL W/FELIX	2.60	250	650.00
09/16/21	FJG	DRAFT FELIX DECL, SUBMIT	3.10	250	775.00
09/17/21	RE	REVIEW SAMMY FELIX DECLARATION; CONFER W RG RE DISPATCH OF DECLARATION; DISPATCH TO DECLARANT VIA EMAIL AND ECHOSIGN	0.50	675	337.50
09/17/21	FJG	REMINDER TO PIYA; DISPATCH FELIX DECL	0.20	250	50.00
09/17/21	FJG	EMAILS W/RICO RE BAD EMAIL; TEXTS TO FELIX FOR EMAIL	0.40	250	100.00
09/17/21	FJG	CALLS TO FELIX FOR EMAIL; CALL W/FERRARI	0.70	250	175.00
09/17/21	FJG	EMAILS W/TEAM RE FERRARI; CALLS TO CMS	4.30	250	1,075.00
09/20/21	FJG	TEXT FELIX FOR EMAIL ADDRESS; TEXT PIYA RE FELIX	0.20	250	50.00
09/20/21	FJG	CALL W/HARBER - CURRENT PITCH; PITCH HALL - SEVERAL CALLS	1.20	250	300.00
09/20/21	FJG	MEMO TO TEAM RE RELEASE; MEMO TO TEAM RE "FLIGHT BENEFITS"	0.60	250	150.00
09/20/21	FJG	TEXT/EMAIL TO HALL; CALLS TO CMS	1.20	250	300.00
09/20/21	FJG	CALLS TO CMS	3.00	250	750.00
09/21/21	RE	CONFER W RG RE STATUS OF S FELIX DECLARATION; PHONE CONFERENCE WITH S FELIX; FOLLOW UP WITH R GOLDMAN RE STATUS	0.40	675	270.00
09/21/21	FJG	PITCH HONEYCUTT; CALL TO HALL	0.40	250	100.00
09/21/21	FJG	CONTINUE CALLS TO CMS; EMAIL RICO TO CONTACT FELIX	1.80	250	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/21/21	FJG	PITH KEEN; POSSIBLE PAYROLL SCAM MEMO TO TEAM	0.90	250	225.00
09/21/21	FJG	EMAILS W/PIYA; EMAILS RE HALL	0.40	250	100.00
09/21/21	FJG	REVIEW HALL DOCS SHE SENT; CALLS TO CMS	2.50	250	625.00
09/22/21	FJG	RETURN CALL TO JORDAN; RETURN CALL TO KING	0.40	250	100.00
09/22/21	FJG	RETURN CALL TO HALL; DRAFT HALL DECL	5.50	250	1,375.00
09/22/21	FJG	SUBMIT HALL DECL	1.00	250	250.00
09/23/21	PM	REVIEW STATUS OF ACTION AND DISCOVERY; REVIEW DRAFT CM DECLARATIONS.	1.00	750	750.00
09/23/21	RE	REVIEW & DISPATCH DECLARATION TO SABRINA HALL VIA EMAIL AND ADOBE-SIGN; FOLLOW UP W R GOLDMAN RE DECLARATION DISPATCH	0.30	675	202.50
09/23/21	RE	SAVE SIGNED DECLARATION OF SABRINA HALL; CONFIRM RECEIPT WITH DECLARANT; ADVISE TEAM	0.30	675	202.50
09/23/21	FJG	REMINDER TO PM; PROOF HALL DECL	0.30	250	75.00
09/23/21	FJG	DISPATCH; NOTIFY HALL BE TEXT	0.20	250	50.00
09/24/21	PM	REVIEW DRAFT CLASS MEMBER DECLARATIONS AND ANALYZE.	1.00	750	750.00
09/29/21	FJG	TEXTS AND EMAIL ATTEMPTS TO JORDAN FOR CONTACT	0.40	250	100.00
09/29/21	FJG	EMAIL SAC AND BELAIRE W/NOTICE; TEXTS W/NICK AND JORDAN	0.40	250	100.00
10/01/21	KH	DRAFT NOTICE OF RULING RE CMC AND NOTICE OF HEARING SCHEDULED ON PETITION FOR COORDINATION; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL PARTIES	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		INCLUDED IN COORDINATION ACTION.			
10/01/21	CJ	PREPAR FOR CMC, BY EVALUATING STATUS OF CASE ADN CLAIMS, INCLUDING STATUS OF RELATED ACTIONS ADN CLASS CERTIFICAITON TIMING	1.00	550	550.00
10/01/21	CJ	APPEAR AT CMC, MEMORILAIZE SAME, DRAFT NOTICE OF RULING	1.00	550	550.00
10/04/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS AND PMK DEPOSITION; STRATEGIZE RE FURTHER CLASS CERT DISCOVERY AND ISSUES FOR CLASS CERT MOTION.	2.50	750	1,875.00
10/04/21	FJG	CALLS TO CMS, CALL W/MALLIS; START MALLIS DECL	3.40	250	850.00
10/04/21	FJG	REVISE HALL DECL TO CORRECT; SEND TO RICO W/MEMO	0.40	250	100.00
10/04/21	FJG	CALL TO HALL RE FIX; COMPLETE MALLIS DECL, SUBMIT	2.10	250	525.00
10/05/21	FJG	CALLS TO CMS; CALL W/NASH	3.70	250	925.00
10/05/21	FJG	MEMO TO TEAM RE "BRIEFINGS" - CALLS TO CMS	0.30	250	75.00
10/06/21	RE	REVIEW & ANALYZE JACK MALLIS DECLARATION; SEND TO J MALLIS FOR REVIEW AND EXECUTION	0.40	675	270.00
10/06/21	PM	REVIEW AND ANALYZE DRAFT CLASS MEMBER DECLARATION; ADVISE RG RE THE SAME.	0.50	750	375.00
10/06/21	FJG	EMAILS W/PIYA RE MALLIS DECL - DISPATCH MALLIS - RICO	0.20	250	50.00
10/06/21	FJG	TEXT MALLIS, ADVISE RE DECL SENT TO EMAIL	0.10	250	25.00
10/06/21	FJG	CALLL TO AND FROM FRANKIE; CALL W F. MONTANEZ	0.70	250	175.00
10/06/21	FJG	MEMO TO TEAM RE "KIN CARE"	0.30	250	75.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/07/21	PM	REVIEW AND ANALYZE LEGAL AND FACTUAL ISSUES RE CLASS CERT MOTION.	1.00	750	750.00
10/08/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS; TELEPHONIC CONFERENCE WITH OTHER PLAINTIFFS' ATTORNEYS; ANALYZE LEGAL AND FACTUAL CLAIMS.	2.00	750	1,500.00
10/11/21	FJG	CALLS TO CMS; PITCH TO PAMS	2.90	250	725.00
10/11/21	FJG	PITCH PARKER	0.50	250	125.00
10/12/21	PM	REVIEW AND REVISE DRAFT CLASS MEMBER DECLARATIONS; REVIEW AND ANALYZE DEF. DOCUMENTS AND RESPONSES TO DISCOVERY.	2.00	750	1,500.00
10/12/21	FJG	CALL W/ FATE/DECL; MEMO W/QUESTIONS TO PIYA/AJ	0.90	250	225.00
10/12/21	FJG	RESPOND TO PIYA'S QUESTIONS; NICK RE TOXIC EXPOSURE	0.40	250	100.00
10/12/21 28	FJG	BEGIN DRAFT OF FATE DECL; COMPLETE, PROOF, SUBMIT	4.70	250	1,175.00
10/13/21	RE	REVIEW FROG FATE DECLARATION; CONFER W RG RE DECLARATION; SEND TO DECLARANT FOR REVIEW VIA EMAIL AND ECHOSIGN	0.40	675	270.00
10/13/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS AND PMK DEPOSITION TRANSCRIPT.	2.50	750	1,875.00
10/13/21	FJG	CALL W/OBRIEN; DECL DRAFT, SUBMIT	4.00	250	1,000.00
10/13/21	FJG	EMAILS W/AJ & PIYA REGARDING CBA, OT, ETC.	2.00	250	500.00
10/14/21	RE	COMM. W FROG FATE & HANDLING ATTORNEY RE STATUS OF DECLARATION	0.20	675	135.00
10/14/21	RE	REVIEW PATRICK O'BRIEN DECLARATION; CONFER W RG RE	0.40	675	270.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DECLARATION; FORWARD TO PATRICK O'BRIEN FOR REVIEW			
10/14/21	PM	REVIEW AND REVISE DRAFT DECLARATION; REVIEW AND ANALYZE DEF. DOCUMENTS.	1.50	750	1,125.00
10/14/21	FJG	CALL TO O'BRIEN; CALL WITH FATE RE PAYSTUBS	0.40	250	100.00
10/14/21	FJG	EMAIL TO TEAM RE COVID TESTING; REVIEW RULING AGAINST UNITED	0.30	250	75.00
10/14/21 12	FJG	TELEPHONE CONFERENCE WITH PETERSON; CALLS TO CMS FOR DECLS	1.60	250	400.00
10/14/21	FJG	REVISE O'BRIEN DECL PER P.M.; DISPATCH	0.50	250	125.00
10/14/21	FJG	CALLS TO CMS; CALL W/PICAZA	2.30	250	575.00
10/15/21	FJG	PITCH D. PITTMAN AND C. PITTMAN	0.50	250	125.00
10/15/21	FJG	CALLS TO CLASS CMS; CALL W/PORTER JR	2.60	250	650.00
10/15/21	FJG	PORTER DECL/SUBMIT; EMAIL PORTER FOR PAYSTUBS	2.90	250	725.00
10/18/21	RE	REVIEW DECLARATION OF JOHN PORTER JR.; CONFER W RG REGARDING PAYSTUB ISSUE; EMAIL TO PORTER JR. RE DECLARATION	0.50	675	337.50
10/18/21	RE	COMM. W JOHN PORTER RE DECLARATION; EMAIL TO HANDLING ATTORNEY RE DECLARATION	0.30	675	202.50
10/18/21	PM	REVIEW AND REVISE DRAFT CLASS MEMBER DECLARATION.	0.50	750	375.00
10/18/21	FJG	REMINDER TO PIYA; REVISE/DISPATCH PORTER	0.30	250	75.00
10/18/21	FJG	EMAIL PORTER/PAYSTUBS	0.20	250	50.00
10/19/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS.	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/21/21	FJG	WRITE MARTIN DECL - SUBMIT; MEMO TO PIYA & AJ RE DECLARATIONS ISSUES	3.00	250	750.00
10/22/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS AND STRATEGIZE RE CLASS CERTIFICATION.	2.00	750	1,500.00
10/25/21	RE	REVIEW H. MARTIN DECLARATION; CONFER WITH RG RE DECLARATION; SEND DECLARATION TO H. MARTIN FOR REVIEW	0.40	675	270.00
10/25/21	FJG	REMINDER TO PIYA RE MARTIN DECL; DISPATCH	0.30	250	75.00
10/25/21	FJG	TEXT MARTIN FOR PAY STATEMENTS AND NOTIFY OF DISPATCH	0.20	250	50.00
10/26/21	PM	REVIEW AND ANALYZE DEF. DOCUMENTS RE PMK DEPOSITION AND CLASS CERTIFICATION; DRAFT DISCOVERY REQUESTS.	5.00	750	3,750.00
10/29/21	RE	COMM. W HILLARY MARTIN RE DECLARATION; CONFER W RG AND PM RE STATUS OF MARTIN DECLARATION	0.30	675	202.50
11/18/21	KH	REVIEW/EDIT DISCOVERY TO DEFENDANT (REQUEST FOR PRODUCTION, SET THREE; SPECIAL INTERROGATORIES, SET THREE); FINALIZE AND PREPARE FOR SERVICE.	0.70	250	175.00
11/23/21 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE STATUS OF CASE, MEDIATION, PETITION FOR COORDINATION, MOTION FOR CLASS CERTIFICATION; REVIEW STATUS OF CASE; FOLLOW UP	1.20	750	900.00
11/30/21	CJ	EVALUATE PMK DEPO DATE REQUESTS, EVALUATE TOPICS IN NOTICE AND CORRESPOND WITH DEF RE SAME.	0.50	550	275.00
12/01/21	CJ	ANALYZE DEFENDANT'S POSITIONS IN PETITION TO COORDINATE,	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EVALUATE SANTOS COMPLAINTS AND ALL CLAIMS THAT OVERLAP AND ADVISE PM RE SAME			
12/01/21	CJ	EVALUATE STAREGY FROM PM, DRAFT REPLY TO PETITION TO COORDINATE	1.00	550	550.00
12/02/21	PM	REVIEW DEF. STATEMENT RE PETITION FOR COORDINATION; REVIEW COMPLAINT FOR RELATED ACTION AND ANALYZE; ADVISE AJB RE THE SAME.	1.00	750	750.00
12/03/21	KH	REVIEW/REVISE REPLY IN SUPPORT OF PETITION FOR COORDINATION; FINALIZE WITH UPDATED PROOF OF SERVICE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.70	250	175.00
12/03/21	PM	REVIEW AND ANALYZE DEF. DOCUMENT PRODUCTION; REVIEW STATUS OF DISCOVERY AND STATUS OF COORDINATION MOTION.	3.00	750	2,250.00
12/03/21	CJ	FINALIZE NON-OPP TO RELATED ACTIONS - SANTOS	1.00	550	550.00
12/07/21	ND	REVIEW AND REVISE JPA. DISCUSS TERMS WITH PLAINTIFF. SEND FOR SIGNATURE. FOLLOW UP FOR SIGNATURE.	1.20	850	1,020.00
12/09/21	CJ	EVALUATE AND ANALYZE DEF'S PETITION TO COORDINATE IN PREPARATION FOR TOMORROW'S HEARING	1.00	550	550.00
12/10/21	KH	REVIEW COURT'S TENTATIVE RULING; DRAFT NOTICE OF ORDER GRANTING COORDINATION PETITION FOR FILING IN ROBINSON CASE; DRAFT NOTICE OF ORDER GRANTING COORDINATION PETITION FOR FILING IN BROWN CASE; DRAFT NOTICE OF RULING RE PETITION FOR COORDINATION FOR FILING IN JCCP CASE AND SUBMISSION TO JUDICIAL COUNCIL IN	1.30	250	325.00



<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SACRAMENTO.			
12/13/21	PM	STRATEGIZE RE PMK DEPOSITION.	0.50	750	375.00
12/13/21	CJ	EVALUATE PMK TOPICS, REVIEW NPOICE OF ORDER RE PETITION TO COORDINATE, DETERMINE PMK ISSUES	1.00	550	550.00
12/14/21	KH	FINALIZE NOTICE OF RULING IN JCCP MATTER; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL; SUBMIT TO JUDICIAL COUNCIL IN SACRAMENTO.	0.40	250	100.00
12/14/21	KH	FINALIZE NOTICES OF ORDER GRANTING PETITION FOR COORDINATION, STAY OF ACTION, AND COURT'S SETTING OF STATUS CONFERENCE IN BOTH CASES (ROBINSON & BROWN); PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.70	250	175.00
12/17/21	PM	DRAFT CORRESPONDENCE TO CO-COUNSEL RE PMK DEPOSITION; REVIEW AND STRATEGIZE RE STATUS OF ACTION, DISCOVERY, AND MOTION FOR CLASS CERTIFICATION.	1.50	750	1,125.00
12/21/21	PM	CORRESPOND WITH CO-COUNSEL RE PMK DEPOSITION; REVIEW AND ANALYZE DEF. DOCUMENTS AND DISCOVERY RESPONSES.	1.50	750	1,125.00
12/29/21	KH	DRAFT THIRD AMENDED NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK WITH REQUEST FOR PRODUCTION IN COORDINATED ACTION; FINALIZE AND PREPARE FOR SERVICE ON ALL COUNSEL; SECURE REMOTE ACCESS FOR DEPOSITION.	0.80	250	200.00
01/03/22	KH	DRAFT NOTICE OF ASSIGNMENT OF COORDINATION TRIAL JUDGE FOR FILING IN BROWN ACTION; FINALIZE AND PREPARE FOR SUBMISSION TO THE COURT WITH E-SERVICE ON ALL PARTIES, INCLUDING CHIEF	0.70	250	175.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JUSTICE/JUDICIAL COUNCIL OF CALIFONRIA.			
01/03/22	KH	DRAFT NOTICE OF ASSIGNMENT OF COORDINATION TRIAL JUDGE FOR FILING IN ROBINSON ACTION; FINALIZE AND PREPARE FOR SUBMISSION TO THE COURT WITH E-SERVICE ON ALL PARTIES, INCLUDING CHIEF JUSTICE/JUDICIAL COUNCIL OF CALIFONRIA.	0.50	250	125.00
01/03/22	KH	DRAFT NOTICE OF ASSIGNMENT OF COORDINATION TRIAL JUDGE FOR FILING IN JCCP CAPTIONED ACTION; FINALIZE AND PREPARE FOR SUBMISSION TO THE COURT WITH E-SERVICE ON ALL PARTIES, INCLUDING CHIEF JUSTICE/JUDICIAL COUNCIL OF CALIFONRIA.	0.50	250	125.00
01/12/22	PM	REVIEW DEF. DOCUMENTS; DISCUSS ANALYSIS WITH EXPERT.	1.00	750	750.00
01/21/22	KH	DRAFT NOTICE OF ASSIGNMENT OF JUDGE KATHERINE BACAL AS COORDINATED TRIAL JUDGE; FINALIZE AND PREPARE FOR SUBMISSION TO SAN DIEGO COUNTY SUPERIOR COURT (BROWN V. UNITED) WITH E-SERVICE ON ALL COUNSEL AND JUDICIAL COUNCIL OF CALIFORNIA.	0.70	250	175.00
01/21/22	KH	DRAFT NOTICE OF ASSIGNMENT OF JUDGE KATHERINE BACAL AS COORDINATED TRIAL JUDGE; FINALIZE AND PREPARE FOR SUBMISSION TO ALAMEDA COUNTY SUPERIOR COURT (ROBINSON V. UNITED AIRLINES) WITH E-SERVICE ON ALL COUNSEL AND JUDICIAL COUNCIL OF CALIFORNIA.	0.70	250	175.00
01/21/22	KH	DRAFT NOTICE OF ASSIGNMENT OF JUDGE KATHERINE BACAL AS COORDINATED TRIAL JUDGE; FINALIZE AND PREPARE FOR SUBMISSION TO SAN DIEGO COUNTY	0.70	250	175.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUPERIOR COURT (JCCP CASE NO. 5187 - IN RE UNITED AIRLINESE WAGE & HOUR CASES) WITH E-SERVICE ON ALL COUNSEL AND JUDICIAL COUNCIL OF CALIFORNIA.			
01/25/22	PM	REVIEW AND ANALYZE DEF. DOCUMENT PRODUCTION; STRATEGIZE RE CLASS CERT MOTION.	1.50	750	1,125.00
01/25/22	CJ	PREPARE FOR AND CONDUCT T/C WITH CO-COUNSEL, ADVISE PM AND STRATEGIZE RE PMK DEPO AND DOCS	1.50	550	825.00
01/25/22	CJ	CONTINUE DISCOUSSING PMK WITH PM, RESEARCH ADN EVALUATE SCOPE OF PMK AND DOCS THAT MAY BE USEFUL	1.25	550	687.50
01/27/22	CJ	T/C WITH CO-COUNSEL, CONTNUE EVALUATING USEFUL DOCS TO SEND TO CO-COUSNEL FOR PMK	1.00	550	550.00
02/02/22	PM	REVIEW DEF. RESPONSES TO DISCOVERY AND ANALYZE; REVIEW DEF. DOCUMENT PRODUCTION AND STRATEGIZE RE CLASS CERTIFICATION.	2.00	750	1,500.00
02/04/22	PM	REVIEW DEF. DOCUMENTS; TELEPHONIC CONFERENCE WITH LIETZOW RE ANALYSIS.	1.00	750	750.00
02/07/22	PM	REVIEW DEF. DOCUMENTS AND ANALYZE FOR PMK DEPO; TELEPHONIC CONFERENCE WITH CO-COUNSEL RE PMK DEPOSITION.	2.00	750	1,500.00
02/09/22	CJ	EVALUATE SET 3 RESPONSES TO DISCOVERY FROM DEF AND PREPARE/ DRAFT CORRESPONDECE WITH CASE LAW AND CONTROLLING AUTHORITY RE REQUIRED SUPPLEMENTATION OF RESPONSES	1.50	550	825.00
02/10/22	CJ	RESEARCH CLAIMS, EVALUATE CO COUNSEL'S OUTLINE, RESEARCH DEPO TOPICS IN PREP FOR PMK DEPOSITION	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/10/22	CJ	ATTEND PMK DEPOSITION	5.50	550	3,025.00
02/11/22	CJ	ADVISE PM OF DISCOVERY ISSUES, STRATEGIZE RE SAME, DRAFT REVISED M&C CORRESPONDENCE AND SENT TO DEF	1.00	550	550.00
02/14/22	PM	ANALYZE EXPERT ANALYSIS AND STRATEGIZE RE CLASS CERTIFICATION	2.00	750	1,500.00
02/14/22	CJ	CONTINUE EVALUATION OF MTC ORDER AND DOCUMENTS IN FILE	1.50	550	825.00
02/18/22	CJ	PREPARE FOR CALL TO MEET AND CONFER ON DISCOVERY RESPONSES FROM DEF	1.00	550	550.00
02/18/22	CJ	CONDUCT T/C WITH DEF COUNSEL K MACDONNEL TO MEET AND CONFER ON SET 3 DISCOVERY RESPONSES, EVALUATE DATES FOR PMK, EVALUATE INTERNALLY RE SANTOS ACTIONS	1.00	550	550.00
02/21/22	CJ	EVALUATE NOTES FROM TELECONFERENCE OF COUNSEL TO MEET AND CONFER ON DEFENDANT'S DISCOVERY RESPONSES, DRAFT CORRESPONDENCE TO DEFENDANT TO CONFIRM FORTHCOMING SUPPLEMENTATION AND DEPOSITION DATES FOR ADDITIONAL PMK	0.25	550	137.50
02/23/22	CJ	EVALUATE ALL POSITIONS RE ADDING RELATED CASES, FOLLOW UP WITH DEFENSE COUNSEL VIA EMAIL RE NO OBJECTIONS TO ADD ON OF ADDITIONAL ACTIONS	0.25	550	137.50
03/08/22	CJ	RESEARCH STATUS OF DISCOVERY AND MTC DATES RELATED TO SET 3 RESPONSES FROM DEF, CRAFT CORRESPONDENCE RE SP. ROG SET 3 RESPONSES AND PMK DEPO DATES	0.50	550	275.00
03/09/22	CJ	EVALUATE DISCOVERY REQUESTS TO PLAINTIFF FOR PURPOSES OF RESPONDING TO SAME	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/15/22	CJ	PREPARE FOR AND CONDUCT T/C WITH CO-COUNSEL RE PLAINTIFF'S DISCOVERY RESPONSES, PMK DEPOSITION, AND PROCEEDING WITH COORDINATION OF SANTOS ACTIONS	1.00	550	550.00
03/16/22	KH	DRAFT FOURTH AMENDED NOTICE OF DEPOSITION OF DEFENDANT PMK; FINALIZE AND PREPARE FOR SERVICE ON ALL COUNSEL.	0.50	250	125.00
03/18/22	CJ	EVALUATE COMPEL DEADLINES AND CONTINUE	0.25	550	137.50
03/29/22	KH	DRAFT RESPONSE SHELLS FOR DEFENDANT'S FIRST SET OF REQUEST FOR PRODUCTION AND SPECIAL INTERROGATORIES TO PLAINTIFF ELLA BROWN.	1.10	250	275.00
03/29/22	CJ	REVIEW AND EVALUATE DISCOVERY REQUESTS TO PLAINTIFF, T/C WITH CO COUNSEL M GEORGE RE SUBMISSION OF REQ TO DISMISS PL THOMAS	1.50	550	825.00
03/31/22	CJ	EVALUATE CO COUNSEL'S DISCOVERY RESPONSES ON BEHALF OF ALL PS, ADVISE PM, STRATEGIZE RE SAME	1.00	550	550.00
04/01/22	PM	REVIEW DISCOVERY RESPONSES AND STRATEGIZE RE THE SAME.	1.50	750	1,125.00
04/04/22	KH	RECEIVE DISMISSAL OF PLAINTIFF THOMAS DOCUMENTS FROM COUNSEL MATT GEORGE; PREPARE PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL OF RECORD.	0.60	250	150.00
04/04/22	CJ	ANALYZE EFFECTS OF REQUEST FOR DISMISSAL OF PLAINTIFF THOMAS, CONFIRM WITH CO COUNSEL	0.50	550	275.00
04/05/22	ND	CALLS TO PUTATIVE CLASS MEMBERS TO OBTAIN FACTS AND DECLARATIONS FOR CLASS CERTIFICATION PURPOSES. STATUS UPDATE TO PLAINTIFF. ANALYZE	5.10	850	4,335.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CASE FILE AND COURT DOCKET.			
04/06/22	KH	DRAFT NOTICE OF RULING AND FURTHER CMC; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL; PHONE CONFERENCE WITH ATTORNEY MATT GEORGE RE FILING PROCEDURES.	0.70	250	175.00
04/06/22	PM	PREPARE FOR AND APPEAR FOR CMC.	1.50	750	1,125.00
04/06/22	CJ	ANALYZE PMK TOPICS AND WHICH WILL BE COVERED AT NEXT DEPOSITION	0.25	550	137.50
04/07/22	KH	RECEIVE FILED/ENDORSED ORDER ON STIPULATION TO DISMISS THOMAS PLAINTIFF; FORWARD TO ATTORNEY GEORGE (ATTORNEY FOR THOMAS PLAINTIFF).	0.30	250	75.00
04/07/22	CJ	EVALUATE P'S PAYROLL RECORDS, EE HANDBOOK, AND SP ROG RESSPONSES TO DETERMINE WHETHER COMPEL WILL BE NECESSARY RE SET 2 RESPONSES	2.00	550	1,100.00
04/11/22	PM	REVIEW CO-COUNSEL PMK OUTLINE AND ANALYZE; REVIEW AND ANALYZE DEF. DOCUMENTS.	2.50	750	1,875.00
04/12/22	PM	REVIEW AND ANALYZE DEF. DOCUMENTS; APPEAR FOR PMK DEPOSITION.	6.00	750	4,500.00
04/12/22	CJ	ANALYZE DISCOVERY REQUESTS TO PLAINTIFF	1.00	550	550.00
04/13/22	CJ	ADVISE PM RE MTC DEADLINE ADN STARTEGIZE RE SETTING IDC	0.50	550	275.00
04/14/22	CJ	CONTINUE EVALUATION OF DISCOVERY RESPONSES PREPARED BY CO-P, DETERMINE IF ALL OBJECTIONS CONTAINED THEREIN (RFP ADN SP ROGS)	1.00	550	550.00
04/14/22	CJ	REVISE ALL DISCOVERY RESPONSES	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FROM P, STRATEGIZE RE CONFORMITY OF RESPONSES, ADVISE CO COUNSEL			
04/19/22	CJ	DETERMINE STATUS OF P'S DISCOVERY RESPONSES BY EVAL PRIOR CORRESPONDENCE BETWEEN ALL COUNSEL, DETERMINE IF READY TO BE SERVED	0.50	550	275.00
04/25/22	CJ	FINAL REVIEW OF DISCOVERY RESPONSES, T/C WITH PLAINTIFF,L CORRESPOND WITH CO COUNSEL TO SEND FOR SERVICE	1.50	550	825.00
04/26/22	CJ	EVALUATE PLAINTIFF VERIFICATION ISSUE, T/C WITH PLAINTIFF	1.00	550	550.00
04/26/22 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE STATUS OF CASE; ADVISE PM AND CJ	1.30	750	975.00
04/27/22	CJ	DETERMINE COMPEL DEDLINE, EVALAUTE OPC OBEJECTIONS AND RESPONSES TO SET 3 SP ROGS AND RFP AND DETERMINE TIMING FOR SUPPLEMENTATION, DETERMINE IF COMPEL NEEDED	1.00	550	550.00
04/27/22	CJ	REVIEW CLAIMS AND RTP, BEGIN PREPARING DOC PRODUCTION FOR COMPILATION	1.00	550	550.00
04/28/22	KH	REVIEW CLIENT DOCUMENTS; ORGANIZE AND BATES NUMBER WITH CONFIDENTIAL DESIGNATION; FINALIZE AND PREPARE FOR SERVICE ON OPPOSING COUNSEL.	1.00	250	250.00
04/28/22	CJ	CONTINUE EVALUATION OF PL'S DOCUMENTS FRO REDACTIONS AND OMISSION (OVER 1K),	1.50	550	825.00
04/28/22	CJ	CONTONUE TO REDACT AND OMIT DOCS TO PREP P'S DOC PRODUCTION IN RESPONSE TO OPC'S RFP, FINALIZE, SENT TO KH FOR BATES STAMPING AND SERVICE	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/24/22	CJ	RESEARCH CASE STAUS AND CLAIMS, STATUS OF COORDINATION, RESEARCH PRIOR ORDERSD AND STATUS OF DISCOVERY RECIEVED TO DATE	1.00	550	550.00
05/24/22	CJ	DRAFT JOINT REPORT, ADVISE PM	1.00	550	550.00
05/26/22	CJ	CONTINUE EVALUATION OF CASE AND CLAIMS, CORRESPOND WITH OPC ADN CONTINUE REVISING JOINT REPORT WITH OPC, FINALIZE AND FILE JOINT REPORT	1.00	550	550.00
05/26/22	CJ	ANALYZE NEXT STEPS RE PMK DEPOSITION ADN WHETHER MEDIATION IS POSSIBLE	0.50	550	275.00
05/31/22	PM	REVIEW EXPERT FINDINGS AND ANALYZE; REVIEW AND ANALYZE DEF. DOCUMENTS.	1.00	750	750.00
06/06/22	CJ	EVALUATE CASE POSTURE AND STATUS OF CASE, TIMING FOR FINAL PMK, SET 3 MTC DEADLINES, DETERMINE CLASS CERT TIMING	1.00	550	550.00
06/08/22	CJ	PREPARE FOR AND CONDUCT T/C WITH ALL P COUNSEL RE CLASS CERT AND MEMORILAIZE SAME	1.50	550	825.00
06/09/22	CJ	EVAL CO COUNSEL'S POSITIONS RE FCRA, EVALUATE COMPLAINT ADN DETERMINE WHETHER WE SHOULD ADD TO CASE	1.00	550	550.00
06/10/22	CJ	PREPARE FOR AND APPEAR AT CMC, MEMORIALIZE OUTCOME TO FIRM	1.50	550	825.00
06/10/22	CJ	PREP FOR ADN CONDUCT T/C WITH CO COUNSEL RE FCRA AND CMC OUTCOME	1.00	550	550.00

TOTAL BILLED HOURS

A.J.BHOWMIK	11.00 hr @ 895.00	\$ 9,845.00
CHARLOTTE JAMES	189.50 hr @ 550.00	\$ 104,225.00
FREDRICK J. GOLDMAN	115.60 hr @ 250.00	\$ 28,900.00
HEATHER DROSI	11.60 hr @ 250.00	\$ 2,900.00



KARLA HORNE	28.60 hr	@ 250.00	\$	7,150.00
KYLE NORDREHAUG	1.60 hr	@ 950.00	\$	1,520.00
NORMAN BLUMENTHAL	5.00 hr	@ 995.00	\$	4,975.00
NICK DEBLOUW	69.30 hr	@ 850.00	\$	58,905.00
PIYA MUKHERJEE	138.00 hr	@ 750.00	\$	103,500.00
RICO EHMANN	18.80 hr	@ 675.00	\$	12,690.00
SCOTT BLUMENTHAL	10.80 hr	@ 450.00	\$	4,860.00
VICTORIA RIVAPALACIO	248.60 hr	@ 750.00	\$	186,450.00

## TOTAL PROFESSIONAL SERVICES

848.40

\$525,920.00

## COSTS ADVANCED

03/01/19	LEXIS NEXIS	24.00
03/07/19	PAGA FILING FEE.	75.00
04/30/19	LEXIS NEXIS	216.00
05/01/19	LEXIS NEXIS	24.00
05/10/19	ENE PARKING.	25.00
05/13/19	PARKING.	25.00
09/26/19	ONE LEGAL FILING FEE.	9.95
12/06/19	ONE LEGAL FILING FEE.	9.95
12/06/19	ONE LEGAL FILING FEE.	31.00
03/15/20	ONE LEGAL FILING FEE	73.00
03/15/20	ONE LEGAL FILING FEE	78.93
03/31/20	FEDERAL EXPRESS	26.93
03/31/20	FEDERAL EXPRESS	26.93
03/31/20	FEDERAL EXPRESS	53.28
06/23/20	COURT CALL RESERVATION FOR EX PARTE HEARING	94.00
06/24/20	COURT FILING	15.95
06/24/20	COURT FILING	80.93
06/25/20	KNOX ATTORNEY SERVICES	57.75
06/27/20	COURT FILING	95.50

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/27/20	COURT FILING	97.25
07/28/20	ONE LEGAL FILING	19.95
07/31/20	ONE LEGAL FILING	19.95
07/31/20	ONE LEGAL FILING	97.00
08/01/20	LEXIS NEXIS	24.00
08/03/20	LEXIS NEXIS	300.00
08/06/20	APPEARANCE VIA COURTCALL	94.00
08/11/20	COURT CALL RESERVATION	94.00
08/19/20	DOCUMENT RETRIEVAL FROM ALAMEDA SUPERIOR COURT	10.50
08/31/20	ONELEGAL FILING	81.93
08/31/20	ONELEGAL FILING	81.93
09/01/20	LEXIS NEXIS	423.00
09/09/20	ONELEGAL FILING	81.93
09/09/20	TELEPHONIC COURT APPEARANCE FEE	94.00
09/24/20	COURT APPEARANCE VIA COURTCALL	94.00
09/30/20	MESSENGER - KNOX	65.75
10/23/20	FILING VIA ONE LEGAL	19.95
10/26/20	MEDIATION FEES - DAVID ROTMAN.	6,084.00
10/28/20	FILING VIA ONE LEGAL	39.75
10/30/20	COURT APPEARANCE VIA COURT CALL	94.00
11/02/20	LEXIS NEXIS	2,103.00
12/22/20	CASE RESEARCH; DOWNLOAD DOCS FROM DOCKET	5.00
01/04/21	LEXIS NEXIS	1,092.00
01/29/21	FEDERAL EXPRESS	65.87
02/01/21	COURT APPEARANCE VIA COURT CALL FOR EX PARTE	94.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/02/21	DOWNLOAD DOCUMENTS FROM DOCKET AT SD SUPERIOR COURT	4.00
02/02/21	DOWNLOAD DOCUMENTS FROM DOCKET AT SD SUPERIOR COURT	2.00
02/03/21	FILING VIA ONELEGAL	83.98
02/05/21	FILING VIA ONELEGAL	124.50
02/07/21	BERGER CONSULTING GROUP	7,121.25
03/02/21	LEXIS NEXIS	144.00
03/18/21	COURT APPEARANCE VIA COURTCALL	94.00
03/24/21	LEGAL RESEARCH; DOWNLOADING DOCUMENTS FROM DOCKET IN SAN DIEGO	10.00
04/01/21	LEXIS NEXIS	1,011.00
04/05/21	APPEARANCE VIA COURTCALL	94.00
04/07/21	FILING VIA ONELEGAL	74.12
04/09/21	APPEARANCE VIA COURTCALL	94.00
04/09/21	FILING VIA ONELEGAL	14.41
04/16/21	RESEARCH; DOWNLOAD DOCUMENTS FROM SAN DIEGO SUPERIOR COURT'S WEBSITE	1.00
04/19/21	FILING VIA ONELEGAL	12.35
04/22/21	DEPOSITION TRANSCRIPT VIA US LEGAL	1,978.05
04/30/21	MESSENGER - KNOX	59.75
04/30/21	RESEARCH; DOWNLOAD DOCUMENTS FROM SAN DIEGO SUPERIOR COURT'S WEBSITE	1.00
05/04/21	COURT APPEARANCE VIA COURTCALL	94.00
05/04/21	FILING VIA ONELEGAL	76.18
05/05/21	FILING VIA ONELEGAL	84.42
05/07/21	FILING VIA ONELEGAL	122.77
06/01/21	LEXIS NEXIS	558.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/02/21	LEXIS NEXIS	1,044.00
06/10/21	APPEARANCE VIA COURT CALL	94.00
06/11/21	FILING VIA ONE LEGAL	22.65
06/12/21	FILING VIA ONE LEGAL	43.24
06/21/21	FILING VIA ONE LEGAL	12.35
06/25/21	LEGAL RESEARCH; DOWNLOAD DOCS FROM ALAMEDA SUPERIOR COURT DOCKET	2.00
06/30/21	LEGAL RESEARCH; DOWNLOAD DOCS FROM SAN DIEGO SUPERIOR COURT DOCKET	2.00
06/30/21	FILING VIA ONE LEGAL	12.35
07/09/21	LEGAL RESEARCH; DOWNLOAD DOCS FROM SAN DIEGO SUPERIOR COURT DOCKET	2.00
07/16/21	DEPOSITION TRANSCRIPT FOR PMK DEPOSITION	3,467.20
07/31/21	MESSENGER - KNOX	154.35
08/05/21	FILING VIA ONELEGAL	69.49
08/05/21	FILING VIA ONELEGAL	12.35
09/16/21	ONELEGAL FILING FEE	12.35
09/18/21	BERGER CONSULTING GROUP	412.50
10/01/21	ONE LEGAL FILING FEE	0.00
11/30/21	EXPERT WITNESS AND CONSULTANTS - DM&A	842.50
12/03/21	ONE LEGAL FILING FEE	12.35
12/14/21	ONE LEGAL FILING FEE	20.54
12/15/21	ONE LEGAL FILING FEE	24.70
01/04/22	ONE LEGAL FILING FEE	12.35
01/04/22	ONE LEGAL FILING FEE (PAGA CASE)	12.35
01/05/22	ONE LEGAL FILING FEE	12.35

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/24/22	ONE LEGAL FILING FEE	19.51
01/24/22	ONE LEGAL FILING FEE	12.35
01/24/22	ONE LEGAL FILING FEE	12.35
01/26/22	ONE LEGAL FILING FEE	19.51
01/31/22	DESMOND MARCELLO & AMSTER	4,237.50
02/28/22	EXPERT WITNESS AND CONSULTANTS -DM&A.	6,913.75
03/22/22	ONE LEGAL FILING FEE	12.87
04/06/22	ONE LEGAL FILING FEE	12.87
04/06/22	ONE LEGAL FILING FEE	33.46
05/31/22	EXPERT WITNESS AND CONSULTANTS -DM&A	<u>8,913.75</u>
	TOTAL COSTS ADVANCED	<u>\$ 50,666.53</u>
<b>TOTAL CURRENT CHARGES</b>		<b><u>\$576,586.53</u></b>

**EXHIBIT #4**

**ETHORREH HO IEO**

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

**E**

Invoice 1  
Date: 03/13/2024  
Due On: 04/12/2024

Ella M Brown  
9151 Lenwood Drive, Apt. 16  
Spring Valley, CA 91977

**A1814**

**Site Airlines, Inc.**

**Services**

Type	Date	Notes	Hours	Rate	Total
Service	06/17/2022	Review and analyze Def. documents re class certification motion and issues.	2.00	\$750.00	\$1,500.00
Service	06/27/2022	Research status of correspondence, and discovery including supplemental response to Set 3, responses still outstanding and PM dates and mediation, draft correspondence to OPC re same	1.00	\$550.00	\$550.00
Service	06/28/2022	Confirm Ps MTC deadline continued	0.50	\$550.00	\$275.00
Service	06/30/2022	Evaluate what is still needed for class cert, correspond with co counsel re same and Virgin America decision and applicability to case at issue, research Virgin America decision	1.00	\$550.00	\$550.00
Service	07/01/2022	Legal research re class cert motion and legal and factual issues.	2.00	\$750.00	\$1,500.00
Service	07/07/2022	Research IDC procedure, research discovery issues to bring to Court's attention, and send email to OPC re same	1.00	\$550.00	\$550.00
Service	07/07/2022	Prep for and conduct T/C with co-counsel	1.00	\$550.00	\$550.00
Service	07/07/2022	Continue evaluation of Virgin America case, eval correspondence from OPC re mediation, advise AJB re same	1.00	\$550.00	\$550.00
Service	07/07/2022	Review/analyze corr from defendant re mediation.	3.00	\$895.00	\$2,685.00

Exchange corr w/ co counsel re mediation. Analyze needs for mediation / strategy to mediate and meet court deadlines.					
Service	07/11/2022	Advise PM re mediation and discovery issues in light of mediation request, determine next steps	0.50	\$550.00	\$275.00
Service	07/12/2022	Review Def. documents and analyze PM's deposition transcripts re legal and factual issues for class cert/mediation.	1.50	\$750.00	\$1,125.00
Service	07/12/2022	Draft/send corr to defendant re mediation. Review data to prep for cert/mediation. Review/analyze UNITED000422-561. Review/analyze Miles' diesel depo and work on outline for further PM's.	6.00	\$895.00	\$5,370.00
Service	07/20/2022	Calls to putative class members regarding status of litigation and to obtain declarations for class certification and/or mediation.	4.90	\$850.00	\$4,165.00
Service	08/11/2022	Review related cases. Review prior cases w/ Hawkins firm. Draft/send corr to Hawkins firm to set up call to discuss mediation/cert/cocounseling. Prep for call.	3.00	\$895.00	\$2,685.00
Service	08/19/2022	Review corr from mediator re rescheduling. Draft/send corr to respond. Continue prepping for cert filing/further depositions/mediation briefing. Review/analyze/outline PD Sou'a041222-FULL depo.	8.00	\$895.00	\$7,160.00
Service	08/22/2022	Exchange emails w/ cocounsel/mediator to reset mediation. Continue prepping for cert/mediation. Review/analyze/outline UA4096-UA4737.	3.50	\$895.00	\$3,132.50
Service	09/26/2022	Analyze status of discovery, research status of JPA, evaluate discovery deadlines, correspond with OPC and co counsel	1.00	\$550.00	\$550.00
Service	10/03/2022	Evaluate draft Protective Order from OPC	0.75	\$550.00	\$412.50
Service	10/11/2022	Review and Analyze: review mediation status and brief review documents and court's docket draft stipulation to continue certification correspondence to parties	2.60	\$750.00	\$1,950.00
Service	10/12/2022	Draft: draft stipulation re class certification review history of case review discovery review court's orders	3.20	\$750.00	\$2,400.00
Service	10/13/2022	Review and Revise: review and revise stipulation to continue certification advise PM correspondence to Def	2.30	\$750.00	\$1,725.00
Service	10/17/2022	Review prior mediation brief and upcoming dates and deadlines and documents telephonic conference with co-counsel re mediation brief strategy.	1.50	\$750.00	\$1,125.00
Service	11/15/2022	Review and analyze new data set for 2nd mediation. Analyze mediation notes from first mediation. Review deposition transcripts and discovery. prepare for mediation.	4.10	\$850.00	\$3,485.00



Service	11/17/2022	telephone conference with plaintiff review stip and status of case review class cert deadline review court's orders follow up	0.50	\$750.00	\$375.00
Service	11/18/2022	Analyze sick pay claims. review FCRA allegations and analyze all related complaints. Research rest period violations and class certification. Begin drafting mediation brief.	4.70	\$850.00	\$3,995.00
Service	11/21/2022	Review Def. mediation data telephonic conference with expert and co-counsel re damages analysis and Def. mediation doc production.	1.00	\$750.00	\$750.00
Service	11/23/2022	Review status of mediation damages analysis information and documents.	0.50	\$750.00	\$375.00
Service	11/29/2022	Draft mediation brief. Discuss claims and minimum strike point with partners and co-counsel.	5.10	\$850.00	\$4,335.00
Service	11/30/2022	Speak with client in advance of mediation, analyze claims, advise ND	2.80	\$450.00	\$1,260.00
Service	11/30/2022	Draft MOU for mediation. Review class demographics. Analyze all exhibits to mediation brief.	3.10	\$850.00	\$2,635.00
Service	12/02/2022	Add individual claims to case notes, calculate damages, advise AJB	2.80	\$450.00	\$1,260.00
Service	12/02/2022	Add individual claims to case notes, calculate damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	12/05/2022	Review and analyze mediation brief review co-counsel correspondences re mediation brief and damages analysis.	1.00	\$750.00	\$750.00
Service	12/05/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	12/05/2022	Review/analyze corr from mediator's office re inclusion of Santos case. Review/analyze relationship of Santos case w/ other cases. Prep for call /w cocounsel re this issue. Review/analyze corr from cocounsel to mediator's office on this issue.	2.00	\$895.00	\$1,790.00
Service	12/05/2022	Review analyze expert damage and penalty report in preparation for mediation.	1.10	\$850.00	\$935.00
Service	12/06/2022	review docs, analyze. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	12/06/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	12/06/2022	Prep and appear for mediation.	12.00	\$895.00	\$10,740.00
Service	12/07/2022	Review/analyze David Rotman's Mediator's Proposal to resolve Brown / Robinson / Thomas / Santos, et al. v. United Airlines, Inc. Compare w/ mediation notes/brief/exposure analysis/discovery. Advise partners re decision to accept.	3.00	\$895.00	\$2,685.00

Service	12/16/2022	Review/analye corr from mediator re mediator's proposal. Review case calendar/status of litigation. Analye next steps/work allocation issues.	2.00	\$895.00	\$1,790.00
Service	12/19/2022	Review MOU, analye terms. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	12/20/2022	Review corr from mediator re proposal. Draft MOU. Draft corr re MOU. Send to defense attorneys.	3.00	\$895.00	\$2,685.00
Service	01/03/2023	Review status of action and settlement and analye □ draft stipulation to vacate cert deadline □ advise AJB re the same.	1.00	\$750.00	\$750.00
Service	01/04/2023	Tel. Call w/ clerk re ex parte application to vacate the class certification hearing. Email to chrystal/team to update cal.	0.40	\$250.00	\$100.00
Service	01/04/2023	Review memo re ex parte as to class cert dates. Prep for ex parte. Follow up w/ Defendant re MOU.	2.00	\$895.00	\$1,790.00
Service	01/04/2023	Strategi e re upcoming class cert briefing schedule and hearing date □ review docket and status of action □ advise □ □ re the same.	0.50	\$750.00	\$375.00
Service	01/05/2023	Review stipulation re vacating upcoming hearings and deadlines □ correspond with co-counsel re the same □ strategi e regarding case management.	1.00	\$750.00	\$750.00
Service	01/06/2023	Finali e stip to vacate class cert hearing date □ review docket □ strategi e re ex parte application.	1.00	\$750.00	\$750.00
Service	01/06/2023	File and serve Joint Stip to vacater 2/10/23 hearing.	0.60	\$250.00	\$150.00
Service	01/10/2023	Review docket re status of stip to vacate cert dates and strategi e re upcoming dates □ draft ex parte application to enter order granting stipulation to vacate cert dates.	2.50	\$750.00	\$1,875.00
Service	01/11/2023	Prepare for and appear for ex parte hearing to vacate class cert hearing date □ circulate internal memo re the same.	1.00	\$750.00	\$750.00
Service	01/12/2023	Review MOU, analye issues for final.	1.50	\$995.00	\$1,492.50
Service	01/12/2023	Review and revise notice of ex parte application hearing □ review docket.	0.50	\$750.00	\$375.00
Service	01/17/2023	Review upcoming dates and discovery MTC deadline □ correspond with defense re MTC deadline □ review email correspondences regarding status of settlement.	0.75	\$750.00	\$562.50
Service	01/17/2023	Review MOU, analy e re settlement approval issues. Advise AJ.	2.50	\$995.00	\$2,487.50
Service	01/19/2023	Review revisions to MOU, analye, advise AJ.	2.25	\$995.00	\$2,238.75
Service	02/23/2023	Review Defendant's revisions to MOU □ analye and provide input to AJ	0.50	\$950.00	\$475.00

Service	03/03/2023	Calls with co-counsel regarding amended JPA and settlement agreement issues. Revise JPA. Send to Plaintiffs for signature.	1.30	\$850.00	\$1,105.00
Service	03/09/2023	Review and revise draft Agreement □ memo to co-counsel □ prepare redlines for counsel review	3.75	\$950.00	\$3,562.50
Service	03/09/2023	Review comments and revisions from co-counsel □ Respond □ update Agreement	1.00	\$950.00	\$950.00
Service	03/09/2023	Final settlement agreement, advise □ N.	1.50	\$995.00	\$1,492.50
Service	03/10/2023	court appearance at CMC □ prep □ advise PM	1.10	\$750.00	\$825.00
Service	03/23/2023	Review status of settlement agreement □ review TPA possible selections.	0.50	\$750.00	\$375.00
Service	03/27/2023	Review agreement, analyze, revise. Advise □ N.	2.75	\$995.00	\$2,736.25
Service	03/28/2023	work on outstanding issues in the draft Agreement □ prepare redlines □ memo to co-counsel re outstanding issues and revisions	3.00	\$950.00	\$2,850.00
Service	03/28/2023	discuss outstanding issues with ND □ revise Agreement □ memo to co-counsel	1.00	\$950.00	\$950.00
Service	03/28/2023	Review correspondences with co-counsel and defense counsel □ review status of long form settlement agreement. Review docket.	0.50	\$750.00	\$375.00
Service	03/28/2023	Analyze open issues, advise ND and □ N. Final Agreement.	2.50	\$995.00	\$2,487.50
Service	04/07/2023	Review final agreement, advise □ N.	1.00	\$995.00	\$995.00
Service	04/10/2023	work on settlement issues □ confer with ND □ review Defendant's revisions □ prepare redline and memo to co-counsel □ email issues to staff □ work on agreement draft	3.75	\$950.00	\$3,562.50
Service	04/11/2023	Locate, review, forward phone numbers requested by ND associated with loss of class rep.	0.75	\$250.00	\$187.50
Service	04/11/2023	Review long form, analyze, advise □ N.	2.75	\$995.00	\$2,736.25
Service	04/17/2023	Review long form for final. Analyze, advise □ N.	1.25	\$995.00	\$1,243.75
Service	04/27/2023	Review and revise draft Agreement □ email Defendant with explanations and revised draft □ legal research on release issue	3.75	\$950.00	\$3,562.50
Service	04/27/2023	Review / analyze corr from partner to defense counsel re revisions to long form.	1.50	\$895.00	\$1,342.50
Service	06/07/2023	Review and analyze settlement agreement terms. Send to Plaintiff for signature. Follow up calls to explain terms and obtain signature.	1.40	\$850.00	\$1,190.00
Service	06/13/2023	Review status of agreement and 1542 issue □ discuss	0.75	\$950.00	\$712.50

		with Defendant memo to co-counsel			
Service	06/17/2023	Review documents, prepare for call with mediator, wait for call during set time period, memo to file	1.00	\$950.00	\$950.00
Service	06/18/2023	conf call with mediator and discuss settlement issue and documents, memo to file	1.50	\$950.00	\$1,425.00
Service	06/19/2023	Conf call with mediator and Defendant, review documents provided by Defendant, review and revise agreement, email Defendant	2.00	\$950.00	\$1,900.00
Service	06/19/2023	Review final agreement, analyze. Advise Plaintiff.	2.00	\$995.00	\$1,990.00
Service	06/27/2023	Review status, review final draft of Agreement to insure it is ready to sign, check status of exhibits, email Counsel, memo to staff	1.50	\$950.00	\$1,425.00
Service	06/27/2023	Analyze changes to long form. Advise partner on workweeks/history of exchanged drafts of MOUs.	2.00	\$895.00	\$1,790.00
Service	06/27/2023	Final settlement agreement, analyze for execution. Advise Plaintiff.	1.00	\$995.00	\$995.00
Service	07/05/2023	Draft motion for preliminary approval, research issues, analysis of valuation, questions and expert report, review work on case and status, email Defendant	6.50	\$950.00	\$6,175.00
Service	07/05/2023	Review/analyze/respond to partner's questions re: cellular analysis. Review/analyze draft prelim app motion for consistency w/ notes / briefs / charts from multiple mediations and follow ups.	3.00	\$895.00	\$2,685.00
Service	07/06/2023	Review and revise draft exhibits, prepare redlines, email co-counsel, email Defendant	3.00	\$950.00	\$2,850.00
Service	07/06/2023	Review motion for prelim approval, analyze, advise AJ.	2.25	\$995.00	\$2,238.75
Service	07/10/2023	Review Defendant email and revisions to class notice, revise exhibits, prepare final exhibits, email Defendant	1.50	\$950.00	\$1,425.00
Service	07/10/2023	Work on approval issues, emails with co-counsel	0.50	\$950.00	\$475.00
Service	07/13/2023	Draft: Table of Contents/ TOA for Motion for Prelim. App.	1.67	\$250.00	\$417.50
Service	07/13/2023	Prepare final executed agreement, email counsel, email Defendant, prepare final exhibits and merger into agreement	1.50	\$950.00	\$1,425.00
Service	07/13/2023	Draft declaration ISO motion for preliminary approval	4.50	\$950.00	\$4,275.00
Service	07/13/2023	Review motion for preliminary approval, submit motion and supporting documents for filing.	0.50	\$750.00	\$375.00
Service	07/13/2023	review prelim motion, analyze, advise Plaintiff.	2.50	\$995.00	\$2,487.50
Service	07/13/2023	Update TOC/TOA re Mot. for Prelim. Approval,	1.20	\$250.00	\$300.00

Service	07/19/2023	Review notice of related case. Analyze overlap issues.	1.00	\$895.00	\$895.00
Service	07/20/2023	Review court docket, download/circulate complaint in related case.	0.30	\$250.00	\$75.00
Service	07/27/2023	Memo to staff regarding approval hearing and proposed order	0.30	\$950.00	\$285.00
Service	08/03/2023	Review/analyze tentative ruling and cocounsel's comment. Analyze how to respond.	2.00	\$895.00	\$1,790.00
Service	08/03/2023	Review tentative review emails check docket and pull document memo to staff respond to emails email counsel re tentative and with documents	1.50	\$950.00	\$1,425.00
Service	08/03/2023	Review and Analyze: review proposed order prep for hearing	0.50	\$750.00	\$375.00
Service	08/04/2023	Court appearance - motion for preliminary approval prepare for hearing review documents emails with Def memo to file	1.50	\$950.00	\$1,425.00
Service	08/04/2023	court appearance and motion for final approval hearing advise PM	2.50	\$750.00	\$1,875.00
Service	08/08/2023	Review signed order email counsel memo to Admin with documents regarding Administration.	0.75	\$950.00	\$712.50
Service	08/08/2023	Review and Analyze: review court's orders and docket review motion for preliminary approval advise PM	0.90	\$750.00	\$675.00
Service	08/09/2023	email to Admin re notice documents review status to provide response	0.30	\$950.00	\$285.00
Service	08/23/2023	Work on settlement issues and research to answer Admin questions respond to question and email Def	1.00	\$950.00	\$950.00
Service	08/24/2023	Email with Def and NBB research question and provide answer to NBB	0.30	\$950.00	\$285.00
Service	08/29/2023	Review timeline and formatter documents review issues and questions from Admin research and respond to Admin and co-counsel	1.00	\$950.00	\$950.00
Service	09/07/2023	Review/analyze spreadsheet and questions from admin re term dates/background checks/ and clarification of file.	2.00	\$895.00	\$1,790.00
Service	09/18/2023	Review status and emails respond calculate dates respond to co-counsel	0.30	\$950.00	\$285.00
Service	09/28/2023	Analyze settlement issues, advise AJ.	2.75	\$995.00	\$2,736.25
Service	09/29/2023	Prep for and have call w/ mediator re approval issues. Set up call w/ defense attorney re same.	1.00	\$895.00	\$895.00
Service	10/09/2023	Review status of solving problem of FCRA class ballooning from 4500 to 75 members. Draft/send corr	3.00	\$895.00	\$2,685.00

		to defense attorney to follow up. Review/analyze response. Draft / send response.			
Service	10/16/2023	Review emails and status plan for next steps advise staff re issues to handle	0.50	\$950.00	\$475.00
Service	10/16/2023	Review preliminary approval order and upcoming deadlines.	0.75	\$750.00	\$562.50
Service	10/27/2023	Review documents and issues to address draft stipulation email Def and co-counsel	2.00	\$950.00	\$1,900.00
Service	10/30/2023	File stipulation to continue final approval hearing date	0.20	\$750.00	\$150.00
Service	11/06/2023	Review status and check docket emails with co-counsel	0.50	\$950.00	\$475.00
Service	11/08/2023	Review signed order re final approval schedule advise team re the same.	0.50	\$750.00	\$375.00
Service	11/09/2023	Review formatted notice answer Admin questions and memo to Admin re corrections	0.75	\$950.00	\$712.50
Service	11/10/2023	Review corrections to formatted notice respond	0.30	\$950.00	\$285.00
Service	11/13/2023	Review Admin email review website respond to Admin provide needed documents for posting	0.60	\$950.00	\$570.00
Service	11/13/2023	Review revised formatted notice and emails respond	0.40	\$950.00	\$380.00
Service	02/21/2024	Review status reports from Admin review Admin declaration review timeline memo to co-counsel	0.50	\$950.00	\$475.00
Service	02/21/2024	Review and revise Administrator declaration doublecheck calculations prepare redlines email Admin	1.00	\$950.00	\$950.00
Service	02/29/2024	Review preliminary approval order and motion for preliminary approval draft final approval motion and notice of motion.	4.50	\$750.00	\$3,375.00
Service	03/07/2024	Review and revise draft motion email draft motion to co-counsel	3.00	\$950.00	\$2,850.00
Service	03/11/2024	Draft declaration in support of final approval motion review and revise final approval motion re tables.	4.50	\$750.00	\$3,375.00
Service	03/13/2024	Review and revise declaration review billing and prepare final figures prepare exhibits	1.75	\$950.00	\$1,662.50
Service	03/13/2024	Work on final approval motion revise motion for final work on cites to declarations update motion for final file and serve motion serve LWDA.	3.50	\$950.00	\$3,325.00
				<b>Services</b>	<b>\$218,100.00</b>

**Expenses**

Expense	Date	Description	Quantity	Rate	Total
Expense	05/26/2022	One Legal Filing Fee	1.00	\$12.87	\$12.87
Expense	11/30/2022	Expert Fees - DMA	1.00	\$20,950.00	\$20,950.00
Expense	12/31/2022	Expert Fees - DMA	1.00	\$1,722.50	\$1,722.50
Expense	01/11/2023	One Legal Filing Fee	1.00	\$122.00	\$122.00
Expense	01/13/2023	One Legal Filing Fee	1.00	\$12.87	\$12.87
Expense	05/01/2023	Lexis Nexis	1.00	\$353.00	\$353.00
Expense	06/30/2023	Federal Express	1.00	\$89.40	\$89.40
Expense	07/03/2023	Lexis Nexis	1.00	\$324.00	\$324.00
Expense	07/13/2023	Filing fee - motion	1.00	\$60.00	\$60.00
Expense	07/21/2023	FedEx	1.00	\$37.13	\$37.13
Expense	08/02/2023	LexisNexis	1.00	\$24.00	\$24.00
Expense	08/04/2023	parking for court appearance	1.00	\$45.00	\$45.00
Expense	09/01/2023	Lexis Nexis	1.00	\$307.00	\$307.00
Expense	11/01/2023	One Legal Filing	1.00	\$51.48	\$51.48
Expense	11/09/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$33.92	\$33.92
Expense	03/11/2024	Filing fee - motion	1.00	\$60.00	\$60.00
<b>Expenses Total</b>					<b>\$24,205.17</b>

Attorney Name	Quantity	Rate	Total
AJ Bhowmik	63.0	\$895.00	\$56,385.00
Norm Blumenthal	34.0	\$995.00	\$33,830.00
Scott Blumenthal	19.0	\$450.00	\$8,550.00
Nicholas De Blouw	25.7	\$850.00	\$21,845.00
Charlotte James	7.75	\$550.00	\$4,262.50
Piya Mukherjee	29.7	\$750.00	\$22,275.00
Oyle Nordrehaug	62.75	\$950.00	\$59,612.50
Victoria Rivapalacio	13.6	\$750.00	\$10,200.00

Erardo Alavi	4.17	\$250.00	\$1,042.50
Frederick Oldman	0.75	\$250.00	\$187.50
		<b>tot</b>	<b>\$242,5.17</b>
		<b>ot</b>	<b>\$242,5.17</b>

**etie t te e t o Accto**

**rrt voice**

voice ser	ce	A o t ce	ets receive	ce ce
1	04/12/2024	\$242,395.17	\$0.00	\$242,395.17
		<b>tst i ce</b>		<b>\$242,5.17</b>
		<b>ot A o t tst i ce</b>		<b>\$242,5.17</b>

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

Please pay within 30 days.



**EXHIBIT #5**

# LAFFEY MATRIX

- [History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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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.

1 James R. Hawkins (SBN 192925)  
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2 Christina M. Lucio (SBN 253677)  
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3 **JAMES HAWKINS APLC**  
4 9880 Research Drive, Suite 200  
Irvine, California 92618  
5 Telephone: (949) 387-7200  
6 Facsimile: (949) 387-6676

7 Attorneys for Plaintiff CARLOS SANTOS,  
on behalf of himself and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO**

11 **IN RE: UNITED AIRLINES WAGE  
12 AND HOUR CASES**

13 Included Actions:

14 **BROWN v. UNITED AIRLINES, INC.**  
San Diego County Superior Court  
15 Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

16 **ROBINSON vs. UNITED AIRLINES,  
17 INC.**  
Alameda County Superior Court  
18 Case No. RG19014578  
(filed on April 11, 2019)

19 **SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
20 Case No. CGC-20-585926  
21 (filed on August 12, 2020)

22 **SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
23 Case No. CGC-20-587208  
(filed on October 19, 2020)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

Case No. JCCP5187

Assigned for All Purposes To:  
Hon. Katherine Bacal  
Dept.: C-69

**DECLARATION OF JAMES R. HAWKINS  
IN SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Date: April 5, 2024  
Time: 1:30 p.m.

Complaint filed: August 12, 2020  
Petition for Coordination filed: June 28, 2021  
Trial: Not Set

1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of 18. I am a principal to the Law Firm of James  
3 Hawkins, APLC. I am one of the attorneys of record for Plaintiff and the Proposed Class. I  
4 have personal knowledge of the facts set forth below, and if called to testify regarding them, I  
5 could and would do so competently.

6 2. I submit this Declaration in support of Plaintiff Carlos Santo's Motion for Final  
7 Approval of Class Action and PAGA Settlement (the "Final Approval Motion").

8 3. As more fully set forth in the Declaration of Carlos Santos (and incorporated  
9 herein by reference), I respectfully submit that the Settlement reached between Plaintiff and the  
10 Defendant is fair, reasonable and adequate, and in the best interests of the Class.

11 Adequacy of Class Counsel

12 4. In 2007, I incorporated my wage and hour class action practice as James  
13 Hawkins, APLC. Since its inception, this law firm has been exclusively involved in class action  
14 and complex litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting  
15 wage and hour class actions. Since 2002, I have been lead or co-lead counsel in all of the cases  
16 listed below.

17 5. I and my firm have a great deal of experience in wage and hour class action  
18 litigation. I have been certified and approved as class counsel in many other wage/hour class  
19 actions, and I am currently litigating numerous others before this Court and others. Although  
20 not an all-inclusive list, over the years I have prosecuted the following class action matters as  
21 lead and/or co-lead counsel, all of which implicated similar law and facts to those associated  
22 with this Action:

23 a. *Mojica v. Compass Group, Inc., et. al.*, USDC Central District, Case No. 8:13-  
24 cv-01754. Wage and Hour Class Action case seeking past wages for meal and  
25 rest break violations for production workers in the State of California. Plaintiff's  
26 Counsel preliminarily appointed as Class Counsel. Case settled. Final approval  
27 granted, and funds fully disbursed.

28

- 1                   b. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-  
2                   04554. Wage and Hour Class Action case seeking past wages for “off the  
3                   clock”, overtime and meal and rest break violations for production workers in the  
4                   State of California. Plaintiff’s Counsel appointed as Lead Counsel. Case settled,  
5                   Final Approval granted, no objections and funds fully distributed.
- 6                   c. *Ortiz v. Kmart, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.*  
7                   Wage and Hour Class Action case seeking past wages for meal and rest period  
8                   violations for retail employees in the State of California. Plaintiff’s counsel  
9                   appointed co-lead counsel. Case settled, Final Approval granted, no objections  
10                  and funds fully distributed.
- 11                 d. *Morgan v. Aramark Campus, LLC, USDC, CENTRAL DISTRICT, Case No.*  
12                 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal  
13                 and rest period violations for retail employees in the State of California.  
14                 Plaintiff’s Counsel appointed as Lead Counsel. Case settled, Final Approval  
15                 granted, no objections and funds fully distributed.
- 16                 e. *West v Iron Mountain Information Management, Inc, et. al.;* Los Angeles County  
17                 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past  
18                 wages for overtime, meal and rest break violations for driver employees in the  
19                 State of California. Stipulation for “binding arbitration.” Arbitration Award for  
20                 Plaintiff Class. Arbitration Award confirmed. Plaintiff’s counsel lead trial  
21                 counsel and class counsel.
- 22                 f. *Gonzalez v. Superior Industries International, Inc., et al.,* Los Angeles County  
23                 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking  
24                 past wages for overtime, meal and rest breaks violations for production  
25                 employees in the State of California. Plaintiff’s counsel appointed as lead  
26                 counsel. Case settled, Final Approval granted, no objections and funds fully  
27                 distributed.
- 28

- 1 g. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County  
2 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking  
3 past wages for overtime, meal and rest break violations for production employees  
4 in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case  
5 settled, Final Approval granted, no objections and funds fully distributed.
- 6 h. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.  
7 Wage and Hour Class Action seeking past wages for unlawful deductions, meal  
8 and rest break violations for restaurant employees in the State of California.  
9 Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval  
10 granted and funds fully distributed.
- 11 i. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,  
12 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for  
13 overtime, meal and rest break violations for security officers in the State of  
14 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final  
15 Approval granted, no objections and funds fully distributed.
- 16 j. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,  
17 Case No. 15-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action  
18 seeking past wages for meal and rest break violations for security officers  
19 employed by defendant in the State of California. Plaintiff's counsel and co-  
20 counsel. Case settled, Final Approval granted and funds fully distributed.
- 21 k. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior  
22 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages  
23 for overtime, meal and rest break violations for housekeepers employed by  
24 defendant in the State of California. Plaintiff's counsel appointed as lead  
25 counsel. Case settled, Final Approval granted, no objections and funds fully  
26 distributed.
- 27 l. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,  
28 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for

1 meal and rest period violations for non-exempt employees employed by  
2 defendant in the state of California. Case settled. Awaiting Preliminary  
3 Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

4 m. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL  
5 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past  
6 wages for field and branch employees of defendant in the State of California.  
7 Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval  
8 granted.

9 n. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.  
10 05CC00128. Wage and Hour Class Action seeking past wages for restaurant  
11 employees of defendant in the State of California. Plaintiff's counsel appointed  
12 as lead counsel. Case settled, Final Approval granted, no objections and funds  
13 fully distributed.

14 o. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.  
15 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and  
16 rest break violations for security guards employed by defendant in the State of  
17 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final  
18 Approval granted, no objections and funds fully distributed.

19 p. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior  
20 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal  
21 and rest break violations for production employees employed by defendant in the  
22 State of California. Plaintiff counsel appointed as lead counsel. Case settled,  
23 Final Approval granted, no objections and funds fully distributed.

24 q. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case  
25 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and  
26 rest break violations for restaurant employees employed by defendant in the State  
27 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,  
28 Final Approval granted, no objections and funds fully distributed.



- 1 r. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No.  
2 BC 330145. Wage and Hour Class Action seeking past wages of overtime for  
3 mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the  
4 State of California. Plaintiff's counsel appointed as co-lead counsel. Case  
5 settled, Final Approval granted, no objections and funds fully distributed.
- 6 s. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case  
7 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal  
8 and rest break violations for retail employees employed by defendant in the State  
9 of California. Plaintiff's counsel appointed lead counsel. Case settled, Final  
10 Approval granted, no objections and funds fully distributed.
- 11 t. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.  
12 07CC00015. Wage and Hour Class Action seeking past wages of overtime for  
13 mis-classification of managers employed by Defendant in the State of California.  
14 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,  
15 no objections and funds fully distributed.
- 16 u. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court,  
17 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for  
18 overtime, meal and rest break violations for production workers employed by  
19 defendant in the State of California. Plaintiff's counsel appointed lead counsel.  
20 Cased settled, Final Approval granted, no objections and funds fully distributed.
- 21 v. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,  
22 Case No. BC387088. Wage and Hour Class Action seeking past wages for  
23 overtime, meal and rest period violations for production employees employed by  
24 defendant in the State of California. Plaintiff counsel appointed as lead counsel.  
25 Case settled. Final Approval granted, no objections and funds fully distributed.
- 26 w. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,  
27 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action  
28 seeking past wages for overtime, meal and rest period violations, and penalties

1 on behalf of non-exempt production, maintenance, shipping, and receiving  
2 employees employed by Defendant in California. Plaintiff counsel appointed as  
3 lead counsel. Case settled. Final Approval granted, no objections and funds fully  
4 distributed.

5 x. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.  
6 Wage and Hour Class Action seeking past wages for overtime, meal and rest  
7 period violations, and penalties on behalf of non-exempt manufacturing  
8 employees employed by Defendant in California. Plaintiff counsel appointed as  
9 lead counsel. Case settled. Final Approval granted, no objections and funds fully  
10 distributed.

11 y. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-  
12 00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for  
13 meal period violations, and non-compliant wage statements on behalf of non-  
14 exempt production employees employed by Defendant in California. Plaintiff  
15 counsel appointed as lead counsel. Case settled. Final Approval granted, no  
16 objections and funds fully distributed.

17 z. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-  
18 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for  
19 overtime, meal and rest period violations, inaccurate wage statements, and  
20 penalties on behalf of non-exempt employees employed by Defendant in  
21 California. Plaintiff counsel appointed as lead counsel. Case settled. Final  
22 Approval granted, no objections and distribution of funds completed.

23 aa. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-  
24 CAS(MANx). Wage and Hour Class Action seeking past wages for meal and rest  
25 period violations, failure to indemnify necessary expenses, inaccurate wage  
26 statements, and penalties on behalf of non-exempt employees working in  
27 positions related to servicing, refabricating and repairing storage tanks employed  
28

1 by Defendant in California. Plaintiff counsel appointed as lead counsel. Case  
2 settled. Final Approval granted, no objections and funds fully distributed.

3 bb. *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-  
4 0009616. Wage and Hour Class Action seeking past wages for overtime, meal  
5 and rest period violations, reimbursements, and penalties on behalf of non-  
6 exempt restaurant employees employed by Defendant in California. Plaintiff  
7 counsel appointed as lead counsel. Case settled. Final Approval granted, and  
8 funds fully distributed.

9 cc. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-  
10 OE-CXC. Wage and Hour Class Action seeking past wages for overtime, meal  
11 and rest period violations, and penalties on behalf of non-exempt retail clerks  
12 employed by Defendant in California. Plaintiff counsel appointed as lead  
13 counsel. Case settled. Final Approval granted, no objections and funds fully  
14 distributed.

15 dd. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No.  
16 30-2012-00611260. Wage and Hour Class Action seeking past wages for  
17 overtime, meal and rest period violations, reimbursements, and penalties on  
18 behalf of non-exempt employees employed by Defendant in California. Plaintiff  
19 counsel appointed as lead counsel. Case settled. Final Approval granted, no  
20 objections and funds fully distributed.

21 ee. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278.  
22 Wage and Hour Class Action seeking past wages for overtime, meal and rest  
23 period violations, reimbursements, and penalties on behalf of non-exempt  
24 production workers employed by Defendant in California. Plaintiff counsel  
25 appointed as lead counsel. Case settled. Final Approval granted, no objections  
26 and funds fully distributed.

27 ff. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-  
28 00653349-CU-OE-CXC.

- 1 gg. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-  
2 00817941-CU-OE-CXC.
- 3 hh. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No.  
4 BC554258.
- 5 ii. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-  
6 CU-OE-CXC.
- 7 jj. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC  
8 1800119.
- 9 kk. *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central  
10 District of California Case No. 8:16-cv-001504-DOC-FFM
- 11 ll. *Vigueras v. Red Robin*, United States District Court for the Central District of  
12 California Case No. 8:17-cv-1422-JVS-DFM.
- 13 mm. *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-  
14 2018-00015175-CU-OE-CTL.

15 6. In sum, my firm has been lead or co-lead counsel in hundreds of cases since its  
16 inception. We have recovered hundreds of millions of dollars for employees in the State of  
17 California and millions for the State as well through PAGA.

18 7. Our firm has served as class counsel in a number of significant wage and hour  
19 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest  
20 wage and hour class action settlement in California history at \$130,000,000. During this case,  
21 plaintiffs appealed a decertification order. This case involved several appeals. The appellate  
22 record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-  
23 volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a  
24 motion to augment the record, and several additional letters informing the appellate court of  
25 new legal authority issued after *Dukes*. The matter was argued to and submitted by the Court  
26 of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was  
27 reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut*  
28 *Corporation* (“*Lubin*”), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of

1 the Court of Appeal decision to the California Supreme Court. The Supreme Court denied  
2 Wackenhut's petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10,  
3 2017. Eventually through more litigation, the parties were able to secure the \$130 million  
4 settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles  
5 Superior Court.

6 8. Additionally, in early 2020, our firm served as lead counsel in a class action jury  
7 trial in the Central District of California involving the class and PAGA representative claims of  
8 over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

9 9. Our firm has settled many high-stakes class and representative actions. Hawkins'  
10 settlements have directly compensated hundreds of thousands of California workers and  
11 consumers. Hawkins' actions have also forced employers to modify their policies for the benefit  
12 of employees including changing the compensation structure for certain employees and  
13 changing practices to ensure that workers will be able to take timely rest and meal breaks. A  
14 leader in prosecuting class and PAGA enforcement actions, Hawkins has secured millions of  
15 dollars for workers and in civil penalties for the State of California.

16 10. Based on our experience, demonstrated competence, resources to prosecute the  
17 claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I  
18 respectfully submit our firm's experience in the field of wage and hour cases provides us the  
19 ability to prosecute claims swiftly and often times without the need for protracted litigation.  
20 Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class  
21 members when challenged and necessary. Here, the Parties' agreement to pay Plaintiffs'  
22 Counsels fees of 1/3 of the Gross Settlement Amount is reasonable.

23 11. To date, the attorneys and paralegals of my firm have expended approximately  
24 261 hours and \$4,233.65 in costs in litigating this matter. Our hourly rates in this case are as  
25 follows: James R. Hawkins is \$1050 per hour (approximately 131.8 hours; approximately  
26 \$138,390); Christina M. Lucio is \$775 per hour (approx. 64.7 hours; \$50,142.50); Mitchell J.  
27 Murray is \$725 per hour (approximately 12.3 hours; approximately \$8,917.50);  
28 Paraprofessionals are \$200 per hour (approx. 52.2 hours; approximately \$10,440.00). At Class

1 Counsel's hourly rates, this results in a total lodestar amount of \$207,890.00. I believe James  
2 Hawkins, APLC's hourly rates are in line with, and, in fact are modest compared with the  
3 hourly rates of other counsel in similar actions.

4 12. My efforts in connection with this action and in the related action, include  
5 extensive investigation and document review in connection with the filing of the complaints;  
6 client meetings; due diligence; conference calls; interviews with the class representative; day to  
7 day correspondence and strategy in case management; data and document review; conferences  
8 re discovery and discovery plan; preparing for and attending mediation; researching factual and  
9 legal issues; reviewing and revising pleadings; interviews with class members; reviewing the  
10 settlement agreement; creating damages models and exposure analysis; working with  
11 consultants; reviewing relevant documentation regarding the claims and defense; strategy  
12 reviewing/revising the preliminary approval motion and related documents; correspondence  
13 with administrator; reviewing the exposure analysis; and preparing the declaration in support of  
14 the motion for final approval and related documents. My hourly rate is \$1050 per hour. I have  
15 dedicated approximately 131.80 hours to the litigation of this action and the related actions.  
16 The number of hours that I have expended for work performed and the corresponding attorney's  
17 fees of \$138,390 are reasonable and necessary.

18 13. Christina Lucio is Of Counsel to our firm and has been practicing since 2007.  
19 Her work is primarily focused on employment litigation and complex class actions, and in that  
20 role she has been involved in litigating, mediating and settling numerous class actions dealing  
21 with class sizes ranging from several hundred to thousands of class members resulting in  
22 settlements ranging from six figures to multimillion dollar settlements. She was also co-lead  
23 trial counsel in in a class action jury trial in the Central District of California involving the class  
24 and PAGA representative claims of over 23,000 employees which successfully resolved in the  
25 midst of trial as set forth above. Ms. Lucio has dedicated in excess of 64.7 hours in  
26 prosecuting this action on behalf of Plaintiffs and the class. Her efforts include:  
27 investigation and document review in connection with the filing of the complaints; drafting the  
28 complaints; drafting LWDA correspondence; conferences with the client; drafting stipulations;

1 day to day correspondence and case management in the related actions; meet and confer efforts  
2 re discovery; data and document review; preparing for and attending mediation; researching  
3 factual and legal issues; drafting pleadings; appearing at case management conferences;  
4 interviews with class members; reviewing and revising the settlement agreement and related  
5 documentation; reviewing and revising the preliminary approval motion and related documents;  
6 reviewing relevant documentation regarding the claims and defense; preparing the declaration in  
7 support of the motion for preliminary approval; reviewing the preliminary approval motion and  
8 related documents, and revising same; correspondence with administrator; reviewing the final  
9 approval motion and related documentation; and reviewing and revising the declaration in  
10 support of the motion for final approval. Ms. Lucio's hourly rate is \$775 per hour. She has  
11 dedicated approximately 64.7 hours to the litigation of this action and the related actions. The  
12 number of hours expended by Ms. Lucio for work performed and the corresponding attorney's  
13 fees of \$50,142.50 are reasonable and necessary.

14 14. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a  
15 2007 graduate of the University of California, San Diego and 2012 graduate of California  
16 Western School of Law. He was admitted to the State Bar of California in 2012. He is a  
17 member of the Consumers Attorneys of San Diego. He was selected as a "Rising Star" in  
18 2019 by Super Lawyers Magazine. Mr. Murray's legal experience has focused primarily on  
19 personal injury and all areas employment law. Since 2016, he has focused his practice in  
20 the area of wage and hour class action. Mr. Murray has dedicated 12.3 hours in prosecuting  
21 this action on behalf of Plaintiffs and the class. The following is a summary of his activities  
22 in litigating this matter: assisting with day to day case management; preparing for and  
23 appearing at case management conferences; preparing for and attending hearings;  
24 reviewing and revising motions and declarations; conferences re strategy and issues. Mr.  
25 Murray's hourly rate is \$725 per hour. The number of hours expended by Mr. Murray for work  
26 performed and the corresponding attorney's fees of \$8,917.50 are reasonable and necessary.

1           15.    Class Counsel has borne the entire risk and cost of this litigation on a pure  
2 contingency fee basis.<sup>1</sup> The legal issues raised drew significantly upon our experience and the  
3 extensive review and analysis of documents and information by me and others at my firm.

4           16.    In a complex action such as this, the proposed attorneys' fees are in line with the  
5 market rate for contingency fees. The reasonableness of our hourly rates is further confirmed by  
6 comparing such rates with the rates of comparable counsel practicing complex and class  
7 litigation as detailed in the attached excerpt from the 2021 Real Rate Report compiled by  
8 Wolters Kluwer that surveyed the hourly rates charged in 2021 by hundreds of attorneys in the  
9 Los Angeles County area. For example, the real market rates of Los Angeles County area  
10 attorneys who practiced "Litigation" are surveyed at page 17 of the report, which describes the  
11 2021 rates charged by 342 Los Angeles County partners and 433 Los Angeles County  
12 associates. For that category, the Third Quartile Los Angeles County rates were \$1,042 per hour  
13 for partners and \$806 per hour for associates. Similarly, page 26 of the report describes the 2021  
14 rates charged by 70 Los Angeles County associates with "Fewer Than 3 Years" of experience.  
15 For this category, the Third Quartile Los Angeles County rate was \$622 per hour for associates.  
16 Page 26 of the report also describes the 2021 rates charges by 128 Los Angeles County  
17 associates with "3 to Fewer Than 7 Years" of experience. For that category, the Third Quartile  
18 Los Angeles County rate was \$821 per hour for associates. Likewise, page 32 of the report  
19 describes the 2021 rates charged by 173 Los Angeles County partners with "Fewer Than 21  
20 Years" of experience. For this category, the Third Quartile Los Angeles County rate was \$1,065  
21 per hour for partners. A true and correct excerpt of this 2021 Real Rate Report survey is  
22 attached hereto as **Exhibit 1**.

23           17.    Furthermore, our requested hourly rates are in line with the Laffey Matrix,  
24 attached hereto as **Exhibit 2**.

25  
26  
27  
28  

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<sup>1</sup> Indeed as an example, James Hawkins APLC litigated a certified class case entitled Cole, et. al. v. CRST, in the Central District of California Case No. ED-CV 08-1570-VAP, for approximately 11 years which ultimately resulted in Judgment in favor of the Defendant and confirmed on appeal, where hundreds of thousands of dollars in costs including thousands of hours of attorney time by Plaintiffs were never recovered.




1           18. As such, Plaintiffs' counsels respectfully request the Court award its fees in  
2 accordance with the percentage of the common fund approach, based upon a reasonable  
3 contingency fee on the Settlement Amount. (*See Laffitte v. Robert Half International, Inc.*  
4 (2016) 1 Cal. 5th 480). The total billable hours we and our co-counsel have invested and will  
5 continue to invest in prosecution of this action, should they be approved by the Court, have been  
6 substantial.

7           19. In addition, James Hawkins APLC has incurred approximately \$4,233.65 in costs  
8 in connection with the litigation of this action and the related action for, among other things,  
9 filing and service fees, certified mailings, postage, court call, and related expenditures. A true  
10 and correct itemized statement of the costs incurred by James Hawkins APLC is attached hereto  
11 as **Exhibit 3**. We believe these costs were necessary and reasonable. Accordingly, we request  
12 an award of all such reasonable costs incurred in this litigation.

13           20. Based on our experience, we consider ourselves experienced and qualified to  
14 evaluate the claims and viability of the defenses. Based on the history of this case and given our  
15 firm's extensive experience as class and representative action employment and wage and hour  
16 litigators, it is our view that the settlement is fair, reasonable, and adequate, and in the best  
17 interest of the Class.

18           I declare under penalty of perjury under the laws of the State of California and the  
19 United States of America that the foregoing is true and correct.

20           Executed on this 8th day of March 2024 at Irvine, California.

21  
22   
23 \_\_\_\_\_  
24 James R. Hawkins

25  
26  
27  
28

# **EXHIBIT 1**



# 2021 Real Rate Report<sup>®</sup>

The Industry's  
Leading Analysis  
of Law Firm Rates,  
Trends, and Practices



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## A Letter to Our Readers

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

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world 's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

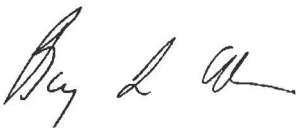
This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

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

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

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

Sincerely,



**Barry Ader**

Vice President, Product Management and Marketing  
Wolters Kluwer's ELM Solutions

# Report Use Considerations

## 2021 Real Rate Report

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

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

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

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

### Some key factors<sup>1</sup> that drive rates<sup>2</sup>:

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

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

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

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

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

### Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

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

<sup>2</sup> Source: 2018 RRR. Factor order validated in multiple analyses since 2010

## Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

<sup>3</sup> Source: 2020 RRR. Factor order validated in multiple analyses since 2010



# Section I: High-Level Data Cuts

## Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
Las Vegas NV	Litigation	Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
		Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
	Non-Litigation	Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
Louisville KY	Litigation	Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
		Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
	Non-Litigation	Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Madison WI	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
Memphis TN	Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
		Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
Miami FL	Litigation	Partner	20	\$298	\$340	\$369	\$345	\$346	\$334
		Partner	100	\$282	\$475	\$614	\$465	\$473	\$453

## Section I: High-Level Data Cuts

### Cities

By Years of Experience

#### 2021 - Real Rates for Associate

#### Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

# Section I: High-Level Data Cuts

## Cities

By Years of Experience

### 2021 - Real Rates for Partner

### Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

## Section I: High-Level Data Cuts

### Cities

By Role

#### 2021 - Real Rates for Associate and Partner

#### Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
Los Angeles CA	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
Louisville KY	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

## **EXHIBIT 2**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
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)

\*  $\frac{1}{2}$  Years Out of Law School:  $\frac{1}{2}$  is calculated from June 1 of each year, when most law students graduate.  $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $\frac{1}{2}$ 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  $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier  $\frac{1}{2}$ 4-7" on June 1, 1999, and tier  $\frac{1}{2}$ 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 3**



# Matter Billing Detail

Report Date: 3/5/2024  
 Report Time: 2:24PM  
 Page: 1 of 2  
 User ID: R. Hawkins

## JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/05/2024  
 Client: SANTOS001 - Carlos Santos  
 Matter: UNITEDAIR001 - United Airlines- Carlos Santos

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		<b>Balance Forward:</b>	\$0.00						
08/12/2020	FST	First Legal Network - Filed, Complaint Civil Case Cover Sheet su, IN#30136335	\$1,685.05		Unbilled				
08/13/2020	FIL	Filing Fee- FILED- LWDA- CK#8810	\$75.00		Unbilled				
10/09/2020	FST	First Legal Network - Complaint and Initial Docs (Process Serve) IN#30141510	\$184.60		Unbilled				
10/14/2020	FST	First Legal Network - Application of Approval of Complex Designation (e-filed & courtesy copy) IN#30141510	\$119.75		Unbilled				
11/25/2020	FST	First Legal Network - E-Filing, Notice of order granting complex, Proof of service summons; Proof of s; PDF Courtesy, Joint initial CMC statement IN#30149229	\$85.75		Unbilled				
01/08/2021	FST	First Legal Network - E-Filing, case management statement , IN#30151807	\$32.00		Unbilled				
03/09/2021	FST	First Legal Network - E-Filing,case management statement IN#30154513	\$32.00		Unbilled				
04/13/2021	CCL	Court Call - CMC - sas	\$94.00		Unbilled				
04/23/2021	FST	First Legal Network- E-filed- Ntc of CMC IN#30162706	\$37.00		Unbilled				
07/29/2021	CCL	Court Call- 08.05.21- Case Management Conference- CML	\$94.00		Unbilled				
03/14/2022	FIL	Filing Fee - Courtesy copies requested #67393223 for Joint CMC Statement filing (2 copies)	\$26.00		Unbilled				
04/01/2022	LEX	Lexis Nexis Court Link- Joint Complex Case Management Conference Statement -In#202203692536101	\$60.35		Unbilled				
12/06/2022	CRT	Court Documents - 12.6.22 Plf's SAC (Brown) and Plf's SAC ( Robinson)	\$51.50		Unbilled				
11/14/2023	CRT	Court Documents - Order	\$5.40		Unbilled				
		<b>Total:</b>	<u>\$2,582.40</u>	<u>\$0.00</u>					
		<b>Balance:</b>	<u>\$2,582.40</u>						

# Matter Billing Detail

Report Date: 3/5/2024  
Report Time: 2:24PM  
Page: 2 of 2  
User ID: R. Hawkins

## JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed		-----	\$0.00						
Total Fees Unbilled :		-----	\$0.00						
Total Fees Received :		-----	\$0.00						
Total Soft Cost Billed :		-----	\$0.00						
Total Soft Cost Unbilled :		-----	\$0.00						
Total Soft Cost Received :		-----	\$0.00						
Total Hard Cost Billed :		-----	\$0.00						
Total Hard Cost Unbilled :		-----	\$2,582.40						
Total Hard Cost Received :		-----	\$0.00						
Total Taxes Billed :		-----	\$0.00						
Total Taxes Unbilled :		-----	\$0.00						
Total Taxes Received :		-----	\$0.00						
Total Late Charges Billed :		-----	\$0.00						
Total Late Charges Unbilled:		-----	\$0.00						
Total Late Charges Received :		-----	\$0.00						
Trust Balance:		-----	\$0.00						

# Matter Billing Detail

Report Date: 3/5/2024  
Report Time: 2:25PM  
Page: 1 of 2  
User ID: R. Hawkins

## JAMES HAWKINS APLC

Date Range: 01/01/1900 to 03/05/2024  
Client: SANTOS001 - Carlos Santos  
Matter: UNITEDAIRLPAGA - United Airlines, Inc. PAGA - Carlos Santos v. United Airlines, Inc.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		<b>Balance Forward:</b>	\$0.00						
10/16/2020	FST	First Legal Network - PAGA Complaint and Initial Docs (e-filed) IN#30141510	\$71.85		Unbilled				
11/05/2020	FST	First Legal Network PAGA Complaint, Summons, Civil Case Over Sheet IN#30143879	\$495.00		Unbilled				
12/15/2020	FST	First Legal Network - Process Serve PAGA Complaint and Initial docs (x3) IN#30146136	\$802.40		Unbilled				
07/29/2021	CCL	Court Call- 08.05.21- Case Management Conference- CML	\$94.00		Unbilled				
12/06/2021	CCL	Court Call - CMC	\$94.00		Unbilled				
03/14/2022	LEX	Lexis Nexis Court Link - Joint Complex CMC Statement IN# 202203692536101	\$48.00		Unbilled				
04/01/2022	LEX	Lexis Nexis Court Link-Joint Complex Case Management Conference Statement -In#Joint Complex Case Management Conference Statement- 67393254	\$35.00		Unbilled				
02/08/2023	CRT	Court Documents - 02.08.23 Pulling Order off Docket	\$11.00		Unbilled				
		<b>Total:</b>	<u>\$1,651.25</u>	<u>\$0.00</u>					
		<b>Balance:</b>	<u>\$1,651.25</u>						

# Matter Billing Detail

Report Date: 3/5/2024  
Report Time: 2:25PM  
Page: 2 of 2  
User ID: R. Hawkins

## JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed		-----	\$0.00						
Total Fees Unbilled :		-----	\$0.00						
Total Fees Received :		-----	\$0.00						
Total Soft Cost Billed :		-----	\$0.00						
Total Soft Cost Unbilled :		-----	\$0.00						
Total Soft Cost Received :		-----	\$0.00						
Total Hard Cost Billed :		-----	\$0.00						
Total Hard Cost Unbilled :		-----	\$1,651.25						
Total Hard Cost Received :		-----	\$0.00						
Total Taxes Billed :		-----	\$0.00						
Total Taxes Unbilled :		-----	\$0.00						
Total Taxes Received :		-----	\$0.00						
Total Late Charges Billed :		-----	\$0.00						
Total Late Charges Unbilled:		-----	\$0.00						
Total Late Charges Received :		-----	\$0.00						
Trust Balance:		-----	\$0.00						

1 James R. Hawkins (SBN 192925)  
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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

7 Attorneys for Plaintiff CARLOS SANTOS,  
on behalf of himself and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10  
11 **IN RE: UNITED AIRLINES WAGE  
AND HOUR CASES**

12 Included Actions:

13  
14 **BROWN v. UNITED AIRLINES, INC.**  
San Diego County Superior Court  
15 Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

16 **ROBINSON vs. UNITED AIRLINES,  
INC.**  
17 Alameda County Superior Court  
18 Case No. RG19014578  
(filed on April 11, 2019)

19 **SANTOS vs. UNITED AIRLINES, INC.**  
20 San Francisco County Superior Court  
Case No. CGC-20-585926  
21 (filed on August 12, 2020)

22 **SANTOS vs. UNITED AIRLINES, INC.**  
23 San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

Case No. JCCP5187

Assigned for All Purposes To:  
Hon. Katherine Bacal  
Dept.: C-69

**DECLARATION OF PLAINTIFF CARLOS  
SANTOS IN SUPPORT OF PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF THE  
CLASS ACTION AND PAGA SETTLEMENT**

Date: April 5, 2024  
Time: 1:30 p.m.

Complaint filed: August 12, 2020  
Petition for Coordination filed: June 28, 2021  
Trial: Not Set

**DECLARATION OF CARLOS SANTOS**

I, Carlos Santos, declare as follows:

1. I am the named Plaintiff in this action, and commenced this action against my former employer. I have personal knowledge of all the facts in this declaration and, if asked, I would testify to these facts under oath in court.

2. I worked as a non-exempt employee for Defendant United Airlines, Inc. (“Defendant” or “United Airlines”) at its San Francisco airport location from approximately August 2016 through August 2019. Throughout the entirety of my employment, United Airlines paid as a non-exempt, hourly employee. At all times, I worked at the San Francisco airport location, performing functions as a Ramp Service Agent – loading and unloading cargo.

3. I decided to file this lawsuit because I had a number of grievances against Defendant stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency (“LWDA”).

4. Prior to filing the action, my attorneys and their staff and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff. After meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my former employer.

5. I understand that I filed two separate lawsuits against my former employer—one on behalf of the employees in a class action and a second on behalf of the state of California to obtain penalties for Defendant’s violations.

6. I am not disclosing the specifics of my communications with my attorneys to avoid waiving any attorney-client privilege; however, I recount my efforts in connection with the case below generally.

7. My attorneys provided me with a draft of each of the Complaints for my review and approval. I closely reviewed the Complaints to ensure accuracy and completeness, and discussed the contents with my attorneys.

1           8.       Following the filing of the Complaint initially, I collaborated with my attorneys on the  
2 prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the  
3 litigation, and to discuss my attorneys' progress in prosecuting the claims.

4           9.       I have worked to the best of my ability to prosecute this action on behalf of the Class, I  
5 always considered the interests of the Class just as I would consider my own interests. I believe these  
6 actions are an important tool to assure compliance with the Labor Code and to vindicate the rights of  
7 employees.

8           10.      When I agreed to represent the Class, I understood it was my duty to be readily available  
9 and to participate actively in the case. I knew that I needed to keep aware of the status and progress of  
10 the lawsuit and assist my attorneys in litigating the case on behalf of the Class. I knew that I would be  
11 required to review documents, search for documents and produce them to my attorneys, answer written  
12 questions, potentially answer oral questions and testify truthfully under oath, and be available to appear  
13 in court, if necessary. At all times, I worked to fulfill these duties.

14          11.      I also understood the risks I could face due to my involvement as a named plaintiff. I  
15 understood that I could potentially be held responsible for the payment of Defendant's court-awarded  
16 litigation costs and attorneys' fees if I did not prevail in litigation. Therefore, I realized that I was taking  
17 a significant amount of risk in filing a Class action and representative action.

18          12.      I also knew my name could easily be located on a search of court records and that any  
19 prospective employer may find out that I had sued my former employer. I understand that my  
20 participating in this lawsuit could inhibit my ability to seek gainful employment in the future.

21          13.      Even though I knew I was taking risks, I knew I had to do what I believed was right and  
22 pursue claims on behalf of other employees to vindicate their rights and attempt to recover on their behalf  
23 for Defendant's violations.

24          14.      I spent a substantial amount of time and effort pursuing my claims and the claims of the  
25 other similarly situated employees from the time I retained my attorneys to this date. I have kept aware  
26 of the status of the lawsuit and provided my attorneys with documents and information used by them in  
27 the litigation.

28          15.      During the litigation I spent considerable time on telephone calls discussing the facts of

1 my case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts related  
2 to my employment with Defendants, including discussing my job duties and responsibilities as a non-  
3 exempt employee, my experiences, my observations, Defendant's policies and practices, the hours and  
4 days I worked, and how I and the other employees were compensated. I have also worked to assist my  
5 attorneys in moving the case forward. I have also reviewed certain documents produced during the  
6 information exchange process in this case to assist my attorneys in prosecuting this case. I constantly  
7 remained available in order to assist with any questions that arose throughout the litigation process.

8 16. I also spent hours searching for and looking at all documents related to my employment  
9 with Defendant and sending them to my attorneys, which included wage statements, personnel  
10 documents, emails, text messages, and separation paperwork. I further spent several hours on telephone  
11 calls discussing documents I provided to my attorneys.

12 17. I also assisted my attorneys in preparing for mediation and in ultimately achieving the  
13 Settlement which we ask the Court to approve now.

14 18. My attorneys provided me with a copy of the proposed Settlement Agreement which I  
15 reviewed carefully before signing it. I have discussed the terms and any questions I had with my counsel.  
16 As a term of the settlement, I have agreed to give a broad release of all claims that I had or might have  
17 against Defendant arising from my employment. No other Class Member (except the other Class  
18 Representatives) will be required to give such a release. I understand this is sometimes asked of a  
19 Representative.

20 19. I accepted the settlement only after I had spent time evaluating the proposed outcome to  
21 assure that it was fair. Based on my attorneys' evaluation and recommendation, and my own review, I  
22 believe the settlement is fair and reasonable in light of the claims, defenses, and risks in this case.

23 20. In summary, over the course of this litigation I have spent a significant amount of time  
24 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement  
25 and related documents. I estimate that I have spent approximately 60 hours assisting my attorneys in the  
26 prosecution of this lawsuit.

27 21. Throughout this case, I have not sought individual benefits from the lawsuit.

28 22. I believe that I have fulfilled my responsibilities and I will continue to fulfill those



1 responsibilities to the best of my ability until the conclusion of the case.

2 23. I am requesting the Court approve a \$10,000 Service Award. I believe this amount is  
3 reasonable for my services on behalf of the Class, the risks I assumed, and for the general release which  
4 I am required to provide Defendant as a condition of the settlement. The general release has independent  
5 value and I believe it makes up a major fraction of the value of the Service Award. The general release  
6 requires me to waive all claims that I may have arising out of my employment, which is considerably  
7 broader than the claims released by the Class Members under the settlement. The time and service I  
8 provided to the Class resulted in the parties agreeing to settle the case and a positive outcome.

9 24. As I have been since August 2019, I am committed to this case and intend to continue to  
10 participate as needed until the conclusion of this matter.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
12 true and correct. Executed on March 5, 2024 in Honolulu Hawaii.

13  
14 DocuSigned by:  
15 Carlos Santos  
16 06DA938BCBAD44A...  
17 Carlos Santos

1 Norman B. Blumenthal (SBN 068687)  
2 Aparajit Bhowmik (SBN 248066)  
3 Piya Mukherjee (SBN 274217)  
4 **BLUMENTHAL NORDREHAUG**  
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8 **KAPLAN FOX & KILSHEIMER LLP**  
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12 Facsimile: (415) 772-4707

11 *Attorneys for Plaintiffs*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF SAN DIEGO**

14 **IN RE: UNITED AIRLINES WAGE**  
15 **AND HOUR CASES**

15 Included Actions:

16 **BROWN v. UNITED AIRLINES, INC.**  
17 San Diego County Superior Court  
18 Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

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22 **SANTOS vs. UNITED AIRLINES, INC.**  
23 San Francisco County Superior Court  
24 Case No. CGC-20-585926  
(filed on August 12, 2020)

25 **SANTOS vs. UNITED AIRLINES, INC.**  
26 San Francisco County Superior Court  
27 Case No. CGC-20-587208  
28 (filed on October 19, 2020)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

Case No. **JCCP 5187**

**DECLARATION OF SAMUEL**  
**UMANZOR IN SUPPORT OF**  
**PLAINTIFFS' MOTION FOR FINAL**  
**APPROVAL AND ATTORNEYS'**  
**FEES, EXPENSES, AND INCENTIVE**  
**AWARDS**

Date: April 5, 2024  
Time: 1:30 p.m.  
Judge: Hon. Katherine Bacal  
Dept.: 69

1 I, Samuel Umanzor, declare as follows:

2 1. I am one of the named Plaintiffs in this litigation. I have personal knowledge of the  
3 following facts and, if called a witness, could and would testify competently thereto.

4 2. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees,  
5 Expenses, and Incentive Awards. I worked as a ramp agent for United Airlines from approximately  
6 2016 through 2018 at the San Francisco airport.

7 3. In August 2023, the Court granted Plaintiffs' Motion for Preliminary Approval of the  
8 \$12 million settlement with United. I respectfully request that the Court consider our application to  
9 award myself and the other class representatives an Incentive Award in the amount of \$10,000 as  
10 permitted for in the Settlement Agreement.

11 4. Before filing this lawsuit in July 2019, I retained the law firm of Kaplan Fox &  
12 Kilsheimer LLP and conferred with my attorneys and was fully informed of my responsibilities as a  
13 named plaintiff and class representative to protect the interests of the class and to put the class's  
14 interests before my own. Indeed, I understood that in order to achieve the best outcome for the entire  
15 class, I may have to sacrifice a better and much quicker potential outcome for myself individually.  
16 I have never served as a class representative before but I felt that the issues in this case regarding the  
17 underpayment of wages and failure to provide meal and rest breaks for United's workers were  
18 important enough to me in order to do so. I understand these responsibilities and have taken them  
19 seriously throughout the case. I closely monitored the developments of the case and conferred with  
20 my attorneys both by text message and telephone regularly. When my attorneys asked me to review  
21 documents, I carefully read them and if I did not understand something, I would ask my attorneys to  
22 explain them to me.

23 5. During the course of the litigation, I was asked to participate in discovery. In addition  
24 to searching for and producing documents, I answered interrogatories and would have been willing  
25 to testify at a deposition and/or at trial if necessary. I also received inquiries about the status of the  
26 case from other former co-workers—and I would provide any information that I was able to and then  
27 refer them to my attorneys. I would also encourage them to participate in the case and provide  
28 information that could be helpful to our attorneys and the Court.

1           6.       I understand that I have been exposed to certain risks by being a Plaintiff in this case.  
2 I was aware that my name would be shared with United and that suing my former employer would  
3 be a matter of public record after filing the lawsuit. I was concerned that I would suffer adverse  
4 consequences from United as a result of asserting the wage and hour claims on behalf of me and my  
5 co-workers.

6           7.       I also believe that by filing this lawsuit I risked my future employment prospects  
7 because if a potential employer discovered (for example, through a simple Google search) that I had  
8 initiated a class action lawsuit against my employer, they may choose not to interview or hire me.  
9 They may also ask me about it in a job interview. I was, and continue to be, worried that a current,  
10 potential, or future employer will discriminate, retaliate, or perceive me negatively because of my  
11 involvement in this lawsuit. These concerns are also impacted by the fact that if I were to seek future  
12 employment in the airline industry, there are relatively few companies in the industry and they may  
13 not be inclined to hire someone who had sued a major airline.


14           8.       However, I was willing to take the risks associated with suing my employer and acting  
15 as a class representative because I believed United needed to fairly pay its workers and provide them  
16 breaks. I believed it was important to seek relief for myself and other workers who would be  
17 unwilling, afraid, or unable to bring their own case, particularly if some were still working for United  
18 or still employed in the airline industry.

19           9.       I have reviewed the Settlement with United, and other case materials, and discussed  
20 the terms of the Settlement with my attorneys. I am extremely pleased with the Settlement we were  
21 able to achieve for the Settlement Class, which will give substantial money back to Settlement Class  
22 Members without any of them having to file a claim. I also understood that, by settling this case, the  
23 parties would be able to avoid the additional costs, time, and risks of going through a trial. I was  
24 also informed and aware that issues in this case regarding whether airline workers were entitled to  
25 meal and rest breaks under California law were pending in appeals and before the U.S. Supreme  
26 Court while this case was going on.

27           10.      I have been informed that my attorneys will ask the Court to approve an Incentive  
28 Award for myself in the amount of \$10,000. I understand that it is for the Court to determine whether

1 to grant such an award, but I believe that this is a fair amount given the total amount of the settlement  
2 and the services I have performed as a named plaintiff and as a class representative in this case for  
3 almost five years. This includes my initial consultations with my attorneys, reviewing documents  
4 and filings for the case to ensure their accuracy, regular communications with my attorneys over  
5 almost five years about the status of the case, helping with discovery and searching for responsive  
6 documents, responding to interrogatories, and conferring with my attorneys about the terms of the  
7 Settlement. For me, being involved in a class action lawsuit against a former employer for such a  
8 long period of time has been difficult, but I stayed committed to achieving a good outcome for the  
9 Settlement Class. I appreciate the Court's consideration of this matter.

10 I declare under penalty of perjury of the laws of the State of California that the foregoing is  
11 true and correct. Executed this 5 th day of March 2024, at Martinez, California.

12   
13 Samuel Umanzor (Mar 5, 2024 15:53 PST)  
14 Samuel Umanzor

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1 Norman B. Blumenthal (SBN 068687)  
2 Aparajit Bhowmik (SBN 248066)  
3 Piya Mukherjee (SBN 274217)  
4 **BLUMENTHAL NORDREHAUG**  
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11 *Attorneys for Plaintiffs*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF SAN DIEGO**

14 **IN RE: UNITED AIRLINES WAGE**  
15 **AND HOUR CASES**

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(Lead Case) (filed on February 14, 2019)

19 **ROBINSON vs. UNITED AIRLINES, INC.**  
20 Alameda County Superior Court  
21 Case No. RG19014578  
(filed on April 11, 2019)

22 **SANTOS vs. UNITED AIRLINES, INC.**  
23 San Francisco County Superior Court  
24 Case No. CGC-20-585926  
(filed on August 12, 2020)

24 **SANTOS vs. UNITED AIRLINES, INC.**  
25 San Francisco County Superior Court  
26 Case No. CGC-20-587208  
(filed on October 19, 2020)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

Case No. JCCP 5187

**DECLARATION OF MATTHEW**  
**B. GEORGE IN SUPPORT OF**  
**PLAINTIFFS' MOTION FOR**  
**FINAL APPROVAL AND**  
**ATTORNEYS' FEES, COSTS, AND**  
**INCENTIVE AWARDS**

Date: August 4, 2023  
Time: 1:30 p.m.  
Judge: Hon. Katherine Bacal  
Dept.: 69

Complaint filed: February 14, 2019  
Trial date: None set

1 I, Matthew B. George, declare and state as follows:

2 1. I am an attorney with the law firm of Kaplan Fox & Kilsheimer LLP (“Kaplan Fox”)  
3 and I represent Plaintiff Samuel Umanzor and the conditionally certified settlement class in this  
4 matter. I submit this Declaration in support of Plaintiffs’ Motions for Attorneys’ Fees, Costs, and  
5 Incentive Awards and for Final Approval of Class Action Settlement. I have personal knowledge of  
6 the facts stated in this Declaration and, if called as a witness, I could and would testify competently  
7 thereto.

8 2. In May 2019, my firm was engaged by Plaintiffs Samuel Umanzor and John Thomas  
9 to investigate and litigate potential claims arising from alleged violations of the California Labor  
10 Code that Plaintiffs and their co-workers experienced while working as “ramp agents” for United  
11 Airlines in the state of California. After research and investigation, Plaintiffs Umanzor and Thomas  
12 filed a putative class action against United Airlines in the Northern District of California on July 30,  
13 2019, No. 3:19-cv-04354-EMC, ECF No. 1. The Parties to that matter litigated the case, including  
14 the exchange of formal discovery and issuance of a pre-certification class notice to potential class  
15 members that we jointly issued with counsel for Plaintiffs in a related case, *Robinson v. United*  
16 *Airlines*, No. RG19014578, that was pending in Alameda County Superior Court.

17 3. In an effort to streamline discovery and class certification proceedings, on June 1,  
18 2021, Plaintiffs Umanzor and Thomas stipulated with Defendants to dismiss their claims without  
19 prejudice in the federal court and re-file their claims in an amended complaint in the *Robinson* Action  
20 pending in Alameda County Superior Court. *See* No. 3:19-cv-04354-EMC (N.D. Cal.), ECF No. 57.  
21 Plaintiffs Umanzor and Thomas were then joined as Plaintiffs in the *Robinson* Action on July 28,  
22 2021. Then, the *Robinson* Action was coordinated with other related cases pending in California  
23 Superior Courts against United Airlines in J.C.C.P. 5187 in San Diego County.

24 4. Since the filing of this case, Kaplan Fox has worked cooperatively with Plaintiffs and  
25 United Airlines in the related litigation to further investigate the claims at issue and efficiently  
26 coordinate the litigation. As part of those efforts, Plaintiffs in related matters began settlement  
27 discussions that included two virtual mediation sessions with a well regarded and experienced  
28 mediator, David Rotman, that culminated in the Settlement now before the Court.





1 **Attorneys' Fees**

2 7. My firm keeps contemporaneous records of all work performed, billed to the one-  
3 tenth of the hour, as well as expenses incurred in the litigation. Prior to filing this declaration, I  
4 personally reviewed all of the time records kept in this case by my firm for accuracy, to ensure all  
5 billing was efficient, and to eliminate or reduce any redundant or unnecessary time spent on the case.  
6 This case was litigated on a contingency fee basis, and our firm advanced all attorneys' fees and  
7 expenses regardless of the potential outcome. To date, we have received no compensation for this  
8 case. At this time, Kaplan Fox has incurred \$904,093.50 in attorneys' fees. A chart with information  
9 containing the timekeeper, their position, their hourly rate, their total hours expended on the case,  
10 and the total lodestar is indicated below:

11

NAME	POSITION	RATE	HOURS	LODESTAR
King, Laurence D.	Partner	\$1,450	24.90	\$36,105.00
George, Matthew B.	Partner	\$1,250	587.50	\$734,375.00
Reed, Blair E.	Associate	\$720	151.20	\$108,864.00
Howe, Walter	Associate	\$625	12.90	\$8,062.50
Powley, Suzanne	Paralegal	\$410	7.10	\$2,911.00
Lee, Nikki	Paralegal	\$280	49.20	\$13,776.00
<b>Firm Total:</b>			<b>834.30</b>	<b>\$904,093.50</b>

12  
13  
14  
15  
16

17 Detailed time records describing the work performed can also be provided for *in camera* review if  
18 the Court requests such.

19 **Costs of Litigation**

20 8. Kaplan Fox has also incurred \$21,595.97 in expenses necessary to litigate and  
21 advance the claims of the class members in the course of prosecuting this case that have been paid  
22 out-of-pocket and have not been reimbursed. This amount does not include internal and other  
23 additional costs that Kaplan Fox incurred in this litigation but, in an exercise of discretion, does not  
24 seek to recover. A breakdown of costs by category for which Kaplan Fox seeks reimbursement is  
25 provided below and detailed back up information, including invoices and receipts are on file and can  
26 be provided to the Court for *in camera* review if necessary. A chart with the costs categorized is  
27 below:  
28

Category	Costs:
Postage/Messengers	\$291.62
Process Services	\$352.16
Filing Fees	\$539.95
Transcripts	\$5217.45
Online Research	\$3,388.54
Notice Administrator	\$1,710.75
Mediation	\$6,083.00
Experts	\$4,012.50
<b>Total</b>	<b>\$21,595.97</b>

9. Kaplan Fox is highly experienced in complex class actions, including wage and hour cases. Founded in 1954, Kaplan Fox is one of the most established plaintiffs’ litigation practices in the country, and the firm’s early commitment to high-stakes litigation continues to define the firm to the present day. The National Law Journal has named Kaplan Fox on its list of the nation’s top 10 “hot” litigation boutiques, a list that included both plaintiff and defense firms. More than half of the firm’s partners have been rated “Super Lawyers.” Today, Kaplan Fox has 25 lawyers in four litigation practice areas (antitrust, securities, consumer protection and cybersecurity/data privacy). To date, the firm has recovered more than \$5 billion for its clients and classes, including matters such as *In re Bank of America Corp. Sec. Deriv., and ERISA Litig.*, No. 1:09-md-020508-PKC (S.D.N.Y.), in which as one of three co-lead counsel, Kaplan Fox recovered \$2.425 billion for investors just weeks before trial—one of the largest recoveries in the history of securities class actions; and *In re Air Cargo Shipping Servs., Antitrust Litig.*, No. 06-md-1775 (JG) (VVP) (E.D.N.Y.), in which as one of four co-lead counsel representing direct purchasers alleging violations of antitrust laws, Kaplan Fox recovered more than \$1 billion in settlements. Our firm also serves as co-lead counsel in *In re Apple Inc. Device Performance Litigation*, No. 5:18-md-02827-EJD, in which the Court granted final approval of a cash settlement of \$310 million. A firm biography highlighting these and other significant results is attached as **Exhibit 1**. Additionally, our firm is currently Class Counsel in the matter of *Meek v. SkyWest Airlines, Inc.*, No. 3:17-cv-01012-JD, pending in the Northern District of California. In that matter, which alleges similar wage and hour

1 vioaltions against SkyWest Airlines, we obtained class certification and the Court granted final  
2 approval of a \$4.4 million settlement.

3 10. The primary timekeepers from my firm each performed unique roles commensurate  
4 with their respective knowledge, experience, and expertise. **Laurence King** is the managing partner  
5 of our firm’s consumer protection practice and was responsible for coordinating with on high-level  
6 strategic decisions, attended the initial mediation, and supervised the other litigation and discovery  
7 work performed by Kaplan Fox. I, **Matthew George**, am a partner at Kaplan Fox and was  
8 responsible for the initial case work-up, drafting the complaint(s), drafting, issuing, and reviewing  
9 discovery, meeting and conferring with the defendant about discovery and case management issues,  
10 obtaining and coordinating with experts, attending numerous hearings in both the federal and state  
11 court actions, coordinating the *Pioneer* notice with counsel in the *Robinson* matter, supervising the  
12 class member outreach, attending the mediations, taking and then supervising the depositions of  
13 United, and working on implementing the settlement. **Walter Howe** and **Blair Reed** are associates  
14 at Kaplan Fox who assisted with legal research, attending hearings when I was not available, and  
15 Ms. Reed took one of the depositions of United. Last, paralegals **Suzanne Powley** and **Nikki Lee**  
16 assisted with filings and discovery.

17 11. Kaplan Fox’s hourly rates identified above conform to the professional rates set by  
18 my firm and have been regularly approved by Courts throughout the United States. Recently, in the  
19 Northern District of California, our rates were approved in other coordinated consumer protection  
20 and investor class actions of similar complexity to this matter, such as *In re Robinhood Outage Litig.*,  
21 No. 3:20-CV-01626-JD, 2023 WL 5321525 (N.D. Cal. July 28, 2023) (“Plaintiffs’ counsel applied  
22 their customary professional rates. The Court finds that the rates billed are consistent with rates that  
23 have been awarded in this District.”); *In re Apple Inc. Device Performance Litig.*, No. 5:18-MD-  
24 02827-EJD, 2023 WL 2090981 (N.D. Cal. Feb. 17, 2023) (“The Court reviewed the underlying  
25 records and is satisfied that the revised lodestar is supported. Class Counsel applied their customary  
26 professional rates. [citation omitted] Those rates are consistent with rates that have been awarded in  
27 this District.” (collecting cases)).



# **Exhibit 1**



**KAPLAN FOX**

## **KAPLAN FOX & KILSHEIMER LLP**

### **FIRM PROFILE**

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Fax: 973.401.1114

*NEW YORK, NY*

*LOS ANGELES, CA*

*OAKLAND, CA*

*MORRISTOWN, NJ*

*CHICAGO, IL*

## History of Kaplan Fox & Kilsheimer LLP

Leo Kaplan and James Kilsheimer founded “Kaplan & Kilsheimer” in 1954, making the firm one of the most established litigation practices in the country. James Kilsheimer was a celebrated federal prosecutor in the late 1940s and early 1950s in New York who not only successfully tried some of the highest profile cases in the country, but also handled the U.S. Attorney’s Office’s criminal appeals to the Second Circuit.

Now known as “Kaplan Fox & Kilsheimer LLP,” the early commitment to high-stakes litigation continues to define the firm to the present day. In 2009, Portfolio Media’s *Law360* ranked Kaplan Fox’s securities litigation practice as one of the top 5 in the country (plaintiff side), and again in July 2014, the Legal 500 ranked Kaplan Fox as one of the top eight plaintiff’s firms for securities litigation. In March 2013, the *National Law Journal* included Kaplan Fox on its list of the top 10 “hot” litigation boutiques, a list that includes both plaintiff and defense firms. In 2014, 2015 and 2016, more than half of the firm’s partners – including attorneys on both coasts – were rated “Super Lawyers.”

The firm has three primary litigation practice areas (antitrust, securities, and consumer protection), and the firm is a leader in all three. To date, we have recovered more than **\$5 billion** for our clients and classes. In addition, the firm has expanded its consumer protection practice to include data privacy litigation, and few other firms can match Kaplan Fox’s recent leadership in this rapidly emerging field. The following describes Kaplan Fox’s major practice areas, its most significant recoveries and its attorneys.

## Securities Litigation

Over the past 35 years, Kaplan Fox has been a leader in prosecuting corporate and securities fraud —ranging from cases concerning accounting fraud to those involving complicated and complex financial instruments. Since the passage of the Private Securities Litigation Reform Act in 1995, Kaplan Fox has emerged as one of the foremost securities litigation firms representing institutional investors of all sizes, including many of the world’s largest public pension funds.

Kaplan Fox’s selection by Portfolio Media’s Law360 as one of the five top securities litigation firms (plaintiff side) for 2009 was based, in part, on the representation of public pension funds in high profile and complex securities class actions, including ***In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litigation***; ***In re Bank of America Corp. Securities, ERISA & Derivative Litigation***; ***In re Fannie Mae Securities Litigation***; and ***In re Ambac Financial Group, Inc. Securities Litigation***. Some of the firm’s most significant securities recoveries include:

***In re Bank of America Corp. Securities, Derivative, and ERISA Litig.***  
MDL No. 2058 (S.D.N.Y.) (\$2.425 billion recovered)

***In re Merrill Lynch & Co., Inc. Securities Litigation***,  
Master File No. 07-CV-9633 (JSR) (S.D.N.Y.) (\$475 million recovered)

***In re 3Com Securities Litigation***,  
No. C-97-21083-EAI (N.D. Cal.) (\$259 million recovered)

***In re Fannie Mae 2008 Securities Litigation***,  
No. 08-cv-7831 (PAC) (S.D.N.Y.) (\$170 million recovered)

***In re MicroStrategy Securities Litigation***,  
No. CV-00-473-A (E.D. Va.) (\$155 million recovered)



**AOL Time Warner Cases I & II (Opt-out)**

Nos. 4322 & 4325 (Cal. Superior Court, LA County) (\$140 million recovered)

**In re Informix Securities Litigation,**

C-97-129-CRB (N.D. Cal.) (\$136.5 million recovered)

**In re Xcel Energy, Inc. Securities Litigation,**

Master File No. 02-CV-2677-DSD (D. Minn.) (\$80 million recovered)

**In re Elan Corporation Securities Litigation,**

No. 02-CV-0865-RMB (S.D.N.Y.) (\$75 million recovered)

**In re Sequenom, Inc. Securities Litigation,**

No. 09-cv-921 (S.D. Cal.) (\$70 million recovered)

**Barry Van Roden, et al. v. Genzyme Corp., et al.,**

No. 03-CV-4014-LLS (S.D.N.Y.) (\$64 million recovered)

## Antitrust Litigation

Kaplan Fox has been at the forefront of significant private antitrust actions, and we have been appointed by courts as lead counsel or members of an executive committee for plaintiffs in some of the largest antitrust cases throughout the United States. This commitment to leadership in the antitrust field goes back to at least 1967, when firm co-founder Leo Kaplan was appointed by the Southern District of New York to oversee the distribution of all ASCAP royalties under the 1950 antitrust consent decree in **United States v. American Society of Composers, Authors and Publishers**, No. 41-CV-1395 (S.D.N.Y.), a role he held for 28 years until his death in 1995. To this day, ASCAP awards the “Leo Kaplan Award” to an outstanding young composer in honor of Leo’s 28 years of service to ASCAP.

Members of the firm have also argued before the U.S. Courts of Appeals some of the most significant decisions in the antitrust field in recent years. For example, Robert Kaplan argued the appeal in **In re Flat Glass Antitrust Litigation**, 385 F.3d 350 (3d Cir. 2004), and Greg Arenson argued the appeal in **In re High Fructose Corn Syrup Antitrust Litigation**, 295 F.3d 651 (7th Cir. 2002). In a relatively recent survey of defense counsel, in-house attorneys, and individuals involved in the civil justice reform movement, both were named among the 75 best plaintiffs’ lawyers in the country based on their expertise and influence.

Over the years, Kaplan Fox has recovered over **\$2 billion** for our clients in antitrust cases. Some of the larger antitrust recoveries include:

**In re Air Cargo Shipping Services Antitrust Litigation**,  
MDL 1775 (E.D.N.Y.) (settled during trial preparation, for total  
settlement of more than \$1.25 billion)

**In re Neurontin Antitrust Litigation,**

MDL No. 1479, Master File No. 02-1390 (D.N.J.) (\$190 million recovered)

**In re High Fructose Corn Syrup Antitrust Litigation,**

MDL No. 1087, Master File No. 95-1477 (C.D. Ill.) (\$531 million recovered)

**In re Brand Name Prescription Drugs Antitrust Litigation,**

MDL 997 (N.D. Ill.) (\$720 plus million recovered)

**In re Infant Formula Antitrust Litigation,**

MDL 878 (N.D. Fla.) (\$126 million recovered)

**In re Flat Glass Antitrust Litigation,**

MDL 1200 (W.D. Pa.) (\$122 plus million recovered)

**In re Hydrogen Peroxide Antitrust Litigation,**

MDL 1682 (E.D. Pa.) (\$97 million recovered)

**In re Plastics Additives Antitrust Litigation,**

03-CV-1898 (E.D. Pa.) (\$46.8 million recovered)

**In re Medical X-Ray Film Antitrust Litigation,** CV 93-5904

(E.D.N.Y.) (\$39.6 million recovered)

**In re NBR Antitrust Litigation,** MDL 1684 (E.D. Pa.) (\$34.3 million recovered)

## Consumer Protection and Data Privacy Litigation

The consumer protection practice is headquartered in Kaplan Fox's Bay Area office, which opened in 2000, and is led by Laurence King, an experienced trial lawyer and former prosecutor. Mr. King has also served as a Vice-Chair, and then Co-Chair, of the American Association for Justice's Class Action Litigation Group.

Mr. King and our other effective and experienced consumer protection litigators regularly champion the interests of consumers under a variety of state and federal consumer protection laws. Most frequently, these cases are brought as class actions, though under certain circumstances an individual action may be appropriate.

Kaplan Fox's consumer protection attorneys have represented victims of a broad array of misconduct in the manufacturing, testing, marketing, and sale of a variety of products and services and have regularly been appointed as lead or co-lead counsel or as a member of a committee of plaintiffs' counsel in consumer protection actions by courts throughout the nation. Among our significant achievements are highly recognized cases including ***In re: Apple Inc. Device Performance Litig.***, No. 5:18-MD-2827-EJD (N.D. Cal.) (a global consumer protection and computer intrusion class action in which a \$310 million class settlement was achieved); ***In re Baycol Products Litigation***, MDL 1431-MJD/JGL (D. Minn.) (victims recovered more than \$350 million); ***In re Providian Financial Corp. Credit Card Terms Litigation***, MDL No. 1301-WY (E.D. Pa.) (\$105 million recovered); ***In re Thomas and Friends Wooden Railway Toys Litig.***, No. 07-cv-3514 (N.D. Ill.) (\$30 million settlement obtained for purchasers of recalled "Thomas Train" toys painted with lead paint); ***In re Pre-Filled Propane Tank Marketing and Sales Practices Litigation***, No. 4:09-md-2086 (W.D. Mo.) (settlements obtained where

consumers will receive substantially in excess of actual damages and significant injunctive relief); **Berry v. Mega Brands Inc.**, No. 08-CV-1750 (D.N.J.) (class-wide settlement obtained where consumers will receive full refunds for defective products), and **David Wolf, et al. v. Red Bull GmbH, et al.**, No. 1:13-cv-08008 (S.D.N.Y.) (\$13 million settlement fund obtained for purchasers of Red Bull energy drink); and **Schneider v. Chipotle Mexican Grill, Inc.**, No.16-cv-02200 (N.D. Cal.) (a Non-GMO class action with a settlement approval of \$6.5 million).

Data privacy is a fairly new area of law and broadly encompasses two scenarios. In a data breach case, a defendant has lawful custody of data, but fails to safeguard it or use it in an appropriate manner. In a tracking case, the defendant intercepts or otherwise gathers digital data to which it is not entitled in the first place.

Kaplan Fox is an emerging leader in both types of data privacy litigation. For example, Mr. King filed and successfully prosecuted one of very first online data breach cases, **Syran v. LexisNexis Group**, No. 05-cv-0909 (S.D. Cal.), and was court-appointed liaison counsel in a recently successfully concluded data breach case against LinkedIn. See **In re: LinkedIn User Privacy Litigation**, No. 12-cv-3088-EJD (N.D. Cal.). The firm also settled a data privacy case against Universal Property & Casualty Insurance Company related to the public exposure of sensitive customer data. See **Rodriguez v. Universal Property & Cas. Ins. Co.**, No. 16-cv-60442-JK (S.D. Fla.).

In the past five years alone, we have led or otherwise had court-appointed roles in at least 10 national digital privacy class actions, including high-profile cases against defendants Google, Yahoo, and LinkedIn; two insurance companies; and one data analytics company. Other recent data privacy cases include **In re Horizon Healthcare**

**Services, Inc. Data Breach Litigation**, No. 13-cv-07418-CCC-MF (D.N.J.) where Kaplan Fox represents a group of individuals in a class action asserting willful and negligent violations of the Fair Credit Reporting Act, as well as violations of state law, based on Horizon's failure to adequately protect the Plaintiffs' personal information. Kaplan Fox represents a group of seven credit unions and has been appointed by the court as a member of the Steering Committee for the Financial Institution plaintiffs in a data breach class action against The Home Depot, Inc. See **In re: The Home Depot, Inc., Customer Data Security Breach Litigation**, 1:14-md-02583-TWT (NDGA). N.D. Ga.). Kaplan Fox was also appointed co-lead class counsel for plaintiffs in **Doe v. Caremark, LLC, 2:18 - cv-00488 -EAS-CMV (S.D. Oh.)**, a class action concerning allegations of the violation of medical privacy of approximately 4,500 class members. The Court approved of a \$4.4 million settlement of the action on January 30, 2020.

The firm is also an industry leader in the even newer field of email and internet tracking litigation. Kaplan Fox was appointed Co-Lead Class Counsel in a digital privacy class action against Yahoo!, Inc., related to Yahoo's alleged practice of scanning emails for content, which was recently settled. See **In re: Yahoo Mail Litigation**, 5:13-cv-04980-LHK (N.D. Cal.). Other cases include **In re: Google Inc. Cookie Placement Consumer Privacy Litig.**, 12-MD-2358-SLR (D. Del.) (Kaplan Fox appointed to plaintiffs' steering committee).

## **ATTORNEY BIOGRAPHIES**

### **PARTNERS**

**ROBERT N. KAPLAN** is widely recognized as a leading antitrust and securities litigator and has led the prosecution of numerous antitrust and securities fraud actions, recovering billions of dollars for the victims of corporate wrongdoing. He was listed by defense and corporate counsel as one of the top 75 plaintiffs' attorneys in the United States for all disciplines. Mr. Kaplan was listed as one of the top five attorneys for securities litigation. He was also recognized by Legal 500 as one of the top securities litigators in the United States for 2011, 2012, 2013, 2014, and 2015, and was listed as one of the leading antitrust attorneys in the country for 2015. Mr. Kaplan was recognized as a Super Lawyer in the New York Metro Area. He was lead counsel for CalPERS in *AOL Time Warner Cases I & II* (Ca. Sup. Ct., L.A. Cty.), and was a lead in *In re Merrill Lynch & Co., Inc. Securities, Derivative & ERISA Litigation*, *In re Escala Securities Litigation* and *In re Bank of America Corp. Securities Litigation*, in which a settlement in the amount of \$2.425 billion and corporate governance changes was approved by the Court.

In the antitrust arena, he has been a lead counsel in many significant actions. He previously served as lead counsel or member of the Executive Committee in numerous plaintiff treble damage actions including *In re Neurontin Antitrust Litigation*, MDL No. 1479, Master File No. 02-1390 (D.N.J.) (\$190 million recovered); *In re High Fructose Corn Syrup Antitrust Litigation*, MDL No. 1087, Master File No. 95-1477 (C.D. Ill.) (\$531 million recovered); *In re Brand Name Prescription Drugs Antitrust Litigation*, MDL 997 (N.D. Ill.) (\$720 plus million recovered); *In re Infant Formula Antitrust Litigation*, MDL 878 (N.D. Fla.)(\$126 million recovered); *In re Flat Glass Antitrust Litigation*, MDL 1200 (W.O. Pa.) (\$122 plus million recovered) (Mr. Kaplan successfully argued an appeal before the U.S. Court of Appeals for the Third Circuit, which issued a ground-breaking and often-cited summary judgment opinion. *In re Flat Glass Antitrust Litigation*, 191 F.R.D. 472, 476 n. 7 (W.D.Pa.1999)); *In re Hydrogen Peroxide Antitrust Litigation*, MDL 1682 (E.D. Pa.)(\$97 million recovered); *In re Plastics Additives Antitrust Litigation*, 03-CV-1898 (E.D. Pa.) (\$46.8 million recovered); *In re Medical X-Ray Film Antitrust Litigation*, CV 93-5904

(E.D.N.Y.) (\$39.6 million recovered); and *In re NBR Antitrust Litigation*, MDL 1684 (E.D. Pa.) (\$34.3 million recovered)

Mr. Kaplan is currently serving as co-lead counsel in *In re Caustic Soda Antitrust Litigation*, 1:19-cv-00385 (W.D.N.Y.) and a member of the Direct Purchaser Steering committee in *In re Generic Drugs Antitrust Litigation*, appointed by Judge Cynthia Rufe. He is also currently representing major clients in private antitrust cases, including in *In re Broiler Chickens Antitrust Litigation*, No.: 1:16-cv-08637 (N.D.Ill.); *In re Pork Antitrust Litigation*, Case No. 18-cv-1776-JRT-JFD (D. Minn.); and *In re Cattle and Beef Antitrust Litigation*, Case No. 22-md-3031 (JRT/JFD) (D.Minn.). In the Pork Antitrust Litigation, Mr. Kaplan was appointed as liaison counsel by then Chief Judge John Tunheim of the District of Minnesota for the Direct Action Plaintiffs.

Mr. Kaplan has also represented financial institutions across the country in data breach cases against Home Depot and is a member of the Plaintiffs' Steering Committee.

Mr. Kaplan was a trial attorney with the Antitrust Division of the U.S. Department of Justice. There, he litigated civil and criminal actions. He also served as law clerk to the Hon. Sylvester J. Ryan, then chief judge of the U.S. District Court for the Southern District of New York and served as an acting judge of the City Court for the City of Rye, N.Y.

In addition to his litigation practice, he has also been active in bar and legal committees. For more than fifteen years, he has been a member of what is now known as the Eastern District of New York's Courts Committee on Civil Litigation.

Mr. Kaplan has also been actively involved in the Federal Bar Council, an organization of judges and attorneys in the Second circuit and is a member of the Program and Winter Planning Committees. For the Program Committee, in 2013, he organized a class action program. Recently, in April of 2015, he organized a program on Antitrust Cartels which was moderated by Hon. Lewis Kaplan and included as panelists the Assistant Chief of the New York office of the Antitrust Division. In 2013, at the Federal Bar Council's winter meeting, he organized a program on class actions, which was moderated by Hon. Raymond Lohier of the Second Circuit. He is currently planning a program with Chief Judge Robert Katzmann of the Second Circuit to take place on January 20, 2016, concerning Statutory Construction.



Recently, Mr. Kaplan was invited by the United States Judicial Center and participated in a multi-day seminar for federal judges about complex litigation.

In addition, Mr. Kaplan has served as a member of the Trade Regulation and Federal Courts Committees of the Association of the Bar of the City of New York.

Mr. Kaplan's published articles include: "Complaint and Discovery in Securities Cases," Trial, April 1987; "Franchise Statutes and Rules," Westchester Bar Topics, Winter 1983; "Roots Under Attack: Alexander v. Haley and Courlander v. Haley," Communications and the Law, July 1979; and "Israeli Antitrust Policy and Practice," Record of the Association of the Bar, May 1971.

Mr. Kaplan sits on the boards of several organizations, including the Columbia Law School Board of Visitors, Board of Directors of the Carver Center in Port Chester, N.Y., Member of the Dana Farber Visiting Committee, Thoracic Oncology in Boston, MA, member of the White House Historical Society and President of the Rye New York Historical Society.

**Education:**

- B.A., Williams College
- J.D., Columbia University Law School

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York
- U.S. Supreme Court
- U.S. Courts of Appeals for the Second, Third, Seventh, Ninth, Tenth and Eleventh Circuits
- U.S. District Courts for the Southern, Eastern, and Northern Districts of New York, the Central District of Illinois, and the District of Arizona

**Professional Affiliations:**

- Committee to Support the Antitrust Laws (past President)
- National Association of Securities and Commercial Law Attorneys (past President)
- Advisory Group of the U.S. District Court for the Eastern District of New York
- American Bar Association

- Association of Trial Lawyers of America (Past Chairman, Commercial Litigation Section, 1985-86)
- Association of the Bar of the City of New York (served on the Trade Regulation Committee; Committee on Federal Courts)

Mr. Kaplan can be reached by email at: [RKaplan@kaplanfox.com](mailto:RKaplan@kaplanfox.com)

**FREDERIC S. FOX** first associated with Kaplan Fox in 1984 and became a partner in the firm in 1991. For over 30 years, Mr. Fox has concentrated his work in the area of class action litigation (securities, antitrust and consumer litigation), and has played important roles in many cases with significant recoveries.

Mr. Fox has been a lead counsel in many major securities class action cases, including as a senior member of the litigation and trial team in *In re Bank of America Corp. Securities, ERISA, & Derivative Litigation*, No. 09-MDL-2058 (S.D.N.Y.) (“*In re Bank of America*”). In *In re Bank of America*, Mr. Fox served as lead counsel on behalf of major public pension funds. The case arose out of Bank of America’s acquisition of Merrill Lynch. *In re Bank of America* settled for \$2.425 billion plus significant corporate governance reforms and stands as one of the largest securities class action settlements in history.

Mr. Fox recently settled claims in an individual opt-out action on behalf of a public pension fund arising out of the fraud at Petrobras in Brazil. Other significant cases in which Mr. Fox served as lead counsel include: *In re Merrill Lynch & Co., Inc. Securities, Derivative, & ERISA Litigation*, No. 07-cv-9633 (S.D.N.Y.) (in which he was the primary attorney responsible for negotiating the \$475 million settlement); *In re Fannie Mae 2008 Securities Litigation*, No. 08-cv-7831 (S.D.N.Y.) (“*In re Fannie Mae 2008*”) (\$170 million settlement); *In re SunPower Securities Litigation*, Case No. 09-cv-5473 (N.D. Cal.); *In re Merrill Lynch Research Reports Securities Litigation* (S.D.N.Y.) (arising from analyst reports issued by Henry Blodget); *In re Salomon Analyst Williams Litigation* (S.D.N.Y.) and *In re Salomon Focal Litigation* (S.D.N.Y.) (both actions stemming from analyst reports issued by Jack Grubman). Among the numerous cases Mr. Fox has prosecuted, Mr. Fox was one of the lead trial lawyers in two securities class actions tried to verdict, one of which was the first case tried under the Private Securities Litigation Reform Act of 1995.

Mr. Fox has also handled derivative cases seeking corporate governance reform and other shareholder litigation on behalf of public pension funds asserting state law and foreign causes of action. Mr. Fox represents the New York City Pension Funds in derivative litigation relating to a bribery scandal involving Wal-Mart's Mexican subsidiary. See e.g. *New York City Emp. Ret. Sys. v. Wal-Mart Stores, Inc.*, No. 7612 (Del. Ch.), which is consolidated into the matter known as *In re Wal-Mart Stores, Inc., Del. Deriv. Litig.*, C.A. No. 7455-CS (Del. Ch.). Mr. Fox is a frequent speaker and panelist in both the U.S and abroad on a variety of topics including securities litigation and corporate governance. Mr. Fox also counsels the firm's many public pension fund clients on seeking redress in foreign jurisdictions or bringing an individual action in the U.S. to adequately protect and recover lost assets in cases involving foreign securities.

Over the past decade Mr. Fox has prosecuted a wide variety of consumer protection cases, including as co-lead in *In re: Apple Inc. Device Performance Litig.*, No. 5:18-MD-2827-EJD (N.D. Cal.), a global consumer protection and computer intrusion class action arising out of Apple's December 2017 admission that it had been secretly throttling iPhone performance for almost a year. Plaintiffs further alleged that the throttling was done to conceal a defect. After the case was in discovery and Plaintiffs obtained documents produced in government investigations, the parties began settlement negotiations. A settlement of \$310 million was achieved in March 2021.

Within the area of consumer protection, Mr. Fox is also active in the firm's growing data privacy and cyberlaw practice. Mr. Fox and the firm have had court-appointed roles in national class actions against defendants Facebook, Google, Yahoo, and LinkedIn, as well as two insurance companies and one data analytics company over the past five years.

Mr. Fox is listed in the current editions of New York Super Lawyers and is recognized in Benchmark Litigation as a New York "Litigation Star."

Mr. Fox is the author of "Current Issues and Strategies in Discovery in Securities Litigation," ATLA, 1989 Reference Material; "Securities Litigation: Updates and Strategies," ATLA, 1990 Reference Material; and "Contributory Trademark Infringement: The Legal Standard after *Inwood Laboratories, Inc. v. Ives Laboratories*," University of Bridgeport Law Review, Vol. 4, No. 2.

During law school, Mr. Fox was the notes and comments editor of the University of Bridgeport Law Review.

**Education:**

- B.A., Queens College (1981)
- J.D., Bridgeport School of Law (1984)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1985)
- Bar of the District of Columbia (2013)
- U.S. Supreme Court
- U.S. Courts of Appeals for the First, Second, Fourth, Sixth and Eleventh Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York, and the District of Columbia

**Professional Affiliations:**

- Federal Bar Council
- American Bar Association
- Association of the Bar of the City of New York
- District of Columbia Bar Association
- The Council of Institutional Investors - Markets Advisory Council Member (2022)
- Association of Trial Lawyers of America (Chairman, Commercial Law Section, 1991-92)

Mr. Fox can be reached by email at: [FFox@kaplanfox.com](mailto:FFox@kaplanfox.com)

**GREGORY K. ARENSON** is principally a plaintiffs' antitrust lawyer with among other things, expertise in economics. He has worked with economic experts in, among others, *In re Air Cargo Shipping Servs. Antitrust Litig.*, Master File No. 06-MD-1175 (JG)(VVP), 2014 WL 7882100 (E.D.N.Y. Oct. 15, 2014), *adopted in its entirety*, 2015 WL 5093503 (E.D.N.Y. July 10, 2015); *In re Ethylene Propylene Diene Monomer (EPDM) Antitrust Litig.*, 256 F.R.D. 82 (D. Conn. 2009); *In re Foundry Resins Antitrust Litig.*, 242 F.R.D. 393 (S.D. Ohio 2007); *In re Carbon Black Antitrust Litig.*, No. Civ. A.

03-10191-DPW, MDL No. 1543, 2005 WL 102966 (D. Mass. Jan. 18, 2005); *In re Microcrystalline Cellulose Antitrust Litig.*, 218 F.R.D. 79 (E.D. Pa. 2003); *Bearings Cases*, Case No. 12-00501, and *Wire Harness Cases*, Case No. 12-00101, part of *In re Automotive Parts Antitrust Litig.*, E.D. Mich., Master File No. 12-md-02311; *Affiliated Foods, Inc., et al. v. Tri-Union Seafoods, LLC d/b/a Chicken of the Sea Int'l, et al.*, part of *In re Packaged Seafood Prods. Antitrust Litig.*, S.D. Cal., Case No. 15-MD-2670 JLS (MDD); *In re Domestic Airline Travel Antitrust Litig.*, D.D.C., MDL Docket No. 2656, Misc. No. 15-1404 (CKK); *In re Dental Supplies Antitrust Litig.*, E.D.N.Y., Case No. 16-cv-696 (BMC)(GRB); *In re Ductile Iron Pipe Fittings ("DIPF") Direct Purchaser Antitrust Litig.*, D.N.J., Civ. No. 12-711 (AET)(LHG); *In re Cast Iron Soil Pipe & Fittings Antitrust Litig.*, E.D. Tenn., No. 1:14-md-2508; and *In re Pool Prods. Distribution Mkt. Antitrust Litig.*, E.D. La., MDL No. 2328. He also argued the appeals in *In re High Fructose Corn Syrup Antitrust Litig.*, 295 F.3d 651 (7th Cir. 2002), and *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305 (3d Cir. 2009). He has been ranked as a Super Lawyer for several years. Among other matters, he argued the appeals in *In re High Fructose Corn Syrup Antitrust Litig.*, 295 F.3d 651 (7th Cir. 2002), and *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 305 (3d Cir. 2009). He has been ranked as a Super Lawyer for several years.

Mr. Arenson has been a partner in Kaplan Fox & Kilsheimer LLP since 1993. Prior to joining Kaplan Fox, he was a partner with Proskauer Rose LLP. Earlier in his career, he was a partner with Schwartz Klink & Schreiber and an associate with Rudnick & Wolfe (now DLA Piper).

Mr. Arenson is active in the New York State Bar Association. He has been a member of the House of Delegates for most of the last decade and has been a member of the Executive Committee of the New York State Bar Association since June 2022. He has been Vice Chair and a member of the Executive Committee of the Sections Caucus and a member of the New York State Bar Association Continuing Legal Education Committee. He was Chair of the Commercial and Federal Litigation Section from June 2013 through May 2014. He has been Co-Chair of the New York State Bar Association Task Force on the State of Our Courthouses, whose report was adopted by the House of Delegates on June 20, 2009; a member of the New York State Bar

Association Special Committee on Standards for Pleadings in Federal Litigation, whose report was adopted by the House of Delegates on June 19, 2010; and a member of the New York State Bar Association Special Committee on Discovery and Case Management in Federal Litigation, whose report was adopted by the House of Delegates on June 23, 2012.

Mr. Arenson has written frequently on discovery issues and other issues. His published articles include: "Losing the Forest for the Trees: On the Loss of Economic Efficiency and Equity in Federal Price-Fixing Class Actions, 16 *Va L. & Bus. Rev.* 293 (Spring 2022); "Rule 68 Offers of Judgment and Mootness, Especially for Collective or Class Actions," 20 NY LITIGATOR 25 (2015); "Report on Proposed Amendments to Federal Rule of Civil Procedure 45," 17 NY LITIGATOR 21 (2012); "Rule 8 (a)(2) After *Twombly*: Has There Been a Plausible Change?" 14 NY LITIGATOR 23 (2009); "Report on Proposed Federal Rule of Evidence 502," 12 NY LITIGATOR 49 (2007); "Report: Treating the Federal Government Like Any Other Person: Toward a Consistent Application of Rule 45," 12 NY LITIGATOR 35 (2007); "Report of the Commercial and Federal Litigation Section on the Lawsuit Abuse Reduction Act of 2005," 11 NY LITIGATOR 26 (2006); "Report Seeking To Require Party Witnesses Located Out-Of-State Outside 100 Miles To Appear At Trial Is Not A Compelling Request," 11 NY LITIGATOR 41 (2006); "Eliminating a Trap for the Unwary: A Proposed Revision of Federal Rule of Civil Procedure 50," 9 NY LITIGATOR 67 (2004); "Committee Report on Rule 30(b)(6)," 9 NY LITIGATOR 72 (2004); "Who Should Bear the Burden of Producing Electronic Information?" 7 FEDERAL DISCOVERY NEWS, No. 5, at 3 (April 2001); "Work Product vs. Expert Disclosure – No One Wins," 6 FEDERAL DISCOVERY NEWS, No. 9, at 3 (August 2000); "Practice Tip: Reviewing Deposition Transcripts," 6 FEDERAL DISCOVERY NEWS, No. 5, at 13 (April 2000); "The Civil Procedure Rules: No More Fishing Expeditions," 5 FEDERAL DISCOVERY NEWS, No. 9, at 3 (August 1999); "The Good, the Bad and the Unnecessary: Comments on the Proposed Changes to the Federal Civil Discovery Rules," 4 NY LITIGATOR 30 (1998); and "The Search for Reliable Expertise: Comments on Proposed Amendments to the Federal Rules of Evidence," 4 NY LITIGATOR 24 (1998). He was co-editor of FEDERAL RULES OF CIVIL PROCEDURE, 1993 AMENDMENTS, A PRACTICAL GUIDE, published by the New York State Bar

Association; and a co-author of “Report on the Application of Statutes of Limitation in Federal Litigation,” 53 ALBANY LAW REVIEW 3 (1988).

Mr. Arenson serves as a mediator in the U.S. District Court for the Southern District of New York. In addition, he is an active alumnus of the Massachusetts Institute of Technology, having served as a member of the Corporation, a member of the Corporation Development Committee, vice president of the Association of Alumni/ae, and member of the Annual Fund Board (of which he was a past chair), secretary of his class, and 50<sup>th</sup> reunion gift committee co-chair.

**Education:**

- S.B., Massachusetts Institute of Technology (1971)
- J.D., University of Chicago (1975)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Illinois (1975)
- Bar of the State of New York (1978)
- U.S. Supreme Court
- U.S. Courts of Appeals for the Second, Third and Seventh Circuits
- U.S. District Courts for the Northern and Central Districts of Illinois, Southern and Eastern Districts of New York, and Eastern District of Michigan
- U.S. Tax Court

Mr. Arenson can be reached by email at: [GArenson@kaplanfox.com](mailto:GArenson@kaplanfox.com)

**LAURENCE KING** first joined Kaplan Fox as an associate in 1994 and became a partner of the firm in 1998. While Mr. King initially joined the firm in New York, in 2000 he relocated to San Francisco to open the firm's first West Coast office. He is now partner-in-charge of the firm's Oakland and Los Angeles, California offices.

Mr. King practices primarily in the areas of consumer protection litigation and securities litigation, with an emphasis on institutional investor representation. He has also practiced in the area of employment litigation. Mr. King has played a substantial role in cases that have resulted in some of the largest recoveries ever obtained by Kaplan Fox, including: *In re Bank of America Corp. Securities, ERISA & Derivative Litig.* (S.D.N.Y.); *In re: Apple Inc. Device Performance Litig.* (N.D. Cal), *In re 3Com Securities Litigation* (N.D.

Cal.), *In re Informix Securities Litigation* (N.D. Cal.), *AOL Time Warner Cases I & II* (Ca. Sup. Ct., L.A. Cty.) and *Providian Credit Card Cases* (Ca. Sup. Ct., S.F. Cty.).

An experienced trial lawyer, prior to joining Kaplan Fox Mr. King served as an assistant district attorney under the legendary Robert Morgenthau in the Manhattan (New York County) District Attorney's Office, where he tried numerous felony prosecutions to jury verdict. At Kaplan Fox, he was a member of the trial team for two securities class actions tried to verdict, *In re Biogen Securities Litigation* (D. Mass.) and *In re Health Management Securities Litigation* (E.D.N.Y.). Mr. King has also participated in trial preparation for numerous other cases in which favorable settlements were achieved for our clients on or near the eve of trial.

Mr. King has been selected for inclusion in Northern California *SuperLawyers* each year since 2012, and has previously served as Vice-Chair, and then as Co-Chair, of the American Association for Justice's Class Action Litigation Group.

**Education:**

- B.S., Wharton School of the University of Pennsylvania (1985)
- J.D., Fordham University School of Law (1988)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (1989)
- Bar of the State of California (2000)
- U.S. Court of Appeals for the Second and Ninth Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York, and the Northern, Central and Southern Districts of California

**Professional Affiliations:**

- Bar Association of San Francisco
- American Bar Association
- American Association for Justice

Mr. King can be reached by email at: [LKing@kaplanfox.com](mailto:LKing@kaplanfox.com)

**JOEL B. STRAUSS** first associated with Kaplan Fox in 1992 and became a partner in the firm in 1999. He practices in the area of securities and consumer fraud and data privacy class action litigation. He has been repeatedly selected for inclusion to the



New York Super Lawyers list (Securities Litigation) (2007-2010, 2014-2023) and was named to Lawdragon's 500 Leading Plaintiff Financial Lawyers in the U.S. (2019 - 2022).

Prior to law school, Mr. Strauss was a senior auditor at the accounting firm Coopers & Lybrand (n/k/a PricewaterhouseCoopers). Combining his accounting background and legal skills, he has played a critical role in successfully prosecuting numerous securities class actions across the country on behalf of shareholders. Mr. Strauss was one of the lead trial lawyers for the plaintiffs in the first case to go to trial and verdict under the Private Securities Litigation Reform Act of 1995.

Mr. Strauss has been involved in representing the firm's institutional clients in the following securities class actions, among others: *In re Bank of America Corp. Securities, ERISA & Derivative Litig.* (S.D.N.Y.) (\$2.425 billion settlement); *In re Merrill Lynch & Co., Inc. Securities, Derivative and ERISA Litig.* (S.D.N.Y.) (\$475 million settlement); *In re Prestige Brands Holdings Inc. Securities Litig.* (S.D.N.Y.) (\$11 million settlement); *In re Gentiva Securities Litig.* (E.D.N.Y.) (\$6.5 million settlement); and *In Re SunPower Securities Litig.* (N.D.Cal) (\$19.7 million settlement). He has also served as lead counsel for lead plaintiffs in *In re OCA, Inc. Securities Litig.* (E.D. La.) (\$6.5 million settlement); *In re Proquest Company Securities Litig.* (E.D. Mich.) (\$20 million settlement) and *In re Rocket Fuel, Inc. Securities Litig.* (N.D.Cal.) (\$3.15 million settlement). Mr. Strauss also played an active role for plaintiff investors in *In Re Countrywide Financial Corporation Securities Litig.* (C.D.Cal), which settled for more than \$600 million. He is also currently actively involved in representing plaintiffs in *In re: FTX Cryptocurrency Exchange Collapse Litig.* (S.D.Fla).

In the consumer protection area, Mr. Strauss served as Chair of Plaintiffs' Non-Party Discovery Committee in the *Baycol Products Litig.*, where there were more than \$350 million in settlements. Among other leadership roles he plays in the consumer protection area, Mr. Strauss currently serves as one of Plaintiff's' lead counsel in *Valli, et. al. v. Avis Budget Group, Inc., et. al.* (D.N.J.).

Mr. Strauss is also active in the firm's growing data privacy practice. In July 2017 he moderated a panel on U.S. Data Privacy Laws at a conference in Tel Aviv. And, among other data privacy cases in which he has played an active role, Mr. Strauss served as one of plaintiffs' co-lead counsel in *Doe vs. CVS Healthcare Corp., et. al.*, (S.D. Ohio), a

class action concerning allegations of the violation of medical privacy of approximately 4,500 class members. The Court approved a \$4.4 million settlement of the action on January 30, 2020.

Although currently practicing exclusively in the area of law, Mr. Strauss is a licensed Certified Public Accountant in the State of New York.

Mr. Strauss has also been a guest lecturer on the topics of securities litigation, auditors' liability and class actions for seminars sponsored by the Practising Law Institute, the National Consumer Law Center and the Association of the Bar of the City of New York and is an adjunct instructor in the Political Science department at Yeshiva University.

Since June 2014, Mr. Strauss has served as a member of the New York State Bar Association's Committee on Legal Education and Admission to the Bar.

Among his various communal activities, Mr. Strauss currently serves as Co-President of Friends of Jerusalem College of Technology, is a member of Yeshiva University's General Counsel's Council, a member of the Alumni Advisory Group at the Benjamin N. Cardozo School of Law, serves as Chair of the Career Guidance and Placement Committee of Yeshiva University's Undergraduate Alumni Council, and is an Advisory Board Member and Mentor in the Orthodox Union's Impact Accelerator program.

In March 2001 the New Jersey State Assembly issued a resolution recognizing and commending Mr. Strauss for his extensive community service and leadership. In 2012 Mr. Strauss received The Alumni Partner of the Year Award from Yeshiva University's Career Development Office.

In May 2023, New Jersey Governor Phil Murphy appointed Mr. Strauss to serve on the New Jersey – Israel Commission.

**Education:**

- B.A., Yeshiva University (1986)
- J.D., Benjamin N. Cardozo School of Law (1992)
- HBX|Harvard Business School, Certificate in Entrepreneurship Essentials (2017)
- AICPA - Cybersecurity Fundamentals for Finance and Accounting Professionals Certificate (2018)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New Jersey (1992)
- Bar of the State of New York (1993)
- U.S. Court of Appeals for the First, Second and Third Circuits
- U.S. District Courts for the Southern, Eastern and Western Districts of New York, District of New Jersey, District of Nebraska and District of Colorado

**Professional Affiliations:**

- Association of the Bar of the City of New York
- New York State Bar Association
- American Institute of Certified Public Accountants

Mr. Strauss can be reached by email at: [JStrauss@kaplanfox.com](mailto:JStrauss@kaplanfox.com)

**HAE SUNG NAM** joined Kaplan Fox in 1999 and became a partner of the firm in 2005. Since joining the firm, Ms. Nam has been representing consumers, employees, and investors in complex class actions and multi-district litigation in districts throughout the country for over 20 years. Recently, Ms. Nam was appointed as interim co-lead counsel in *In re Google Play Consumer Antitrust Litigation*, 20-cv-05761 (N.D. Cal). She represents consumers in an antitrust litigation concerning Google's alleged anticompetitive use of contractual and technological barriers to foreclose Android users' ability to utilize app distribution platforms other than Google Play Store.

Ms. Nam has substantial experience prosecuting other antitrust matters on behalf of various classes and opt-outs, including *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*, 1:14-md-02542 (S.D.N.Y), *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, 1:05-md-01720 (E.D.N.Y), and *In re Flat Glass Antitrust Litigation*, No. 03-cv-2920 (W.D. Pa.).

Ms. Nam has also played integral roles in a number of the firm's notable securities cases, including *In re Bank of America Corp., Securities, Derivative, and ERISA Litigation*, No. 1:09-md-020508-PKC (S.D.N.Y.), *In re Fannie Mae Securities Litigation*, No. 08-cv-7831-PAC (S.D.N.Y.), and *In re Ambac Financial Group, Inc. Securities Litigation*, No. 08-411-NRB (S.D.N.Y.). She has focused on prosecuting opt-out securities actions on behalf of the firm's public pension fund clients. Ms. Nam was one of the core team

members that prosecuted and settled an opt-out action on behalf of Ohio PERS arising out of the fraud at Petrobras in Brazil. She also played a significant role in AOL Time Warner Cases I & II and *State Treasurer of the State of Michigan v. Tyco International, Ltd.*, No. 08-cv-1340 (D.N.H.).

Prior to joining the firm, Ms. Nam was an associate with Kronish Lieb Weiner & Hellman LLP, where she trained as a transactional attorney in general corporate securities law and mergers and acquisitions.

Ms. Nam graduated, magna cum laude, with a dual degree in political science and public relations from Syracuse University's Maxwell School and S.I. Newhouse School of Public Communications. Ms. Nam obtained her law degree, with honors, from George Washington University Law School. During law school, Ms. Nam was a member of the George Washington University Law Review.

**Education:**

- B.A., magna cum laude, Syracuse University (1994)
- J.D., with honors, George Washington University Law School (1997)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York
- U.S. District Courts for the Southern and Eastern Districts of New York.

Ms. Nam can be reached by email at: [HNam@kaplanfox.com](mailto:HNam@kaplanfox.com)

**DONALD R. HALL** has been associated with Kaplan Fox since 1998 and became a partner of the firm in 2005. He practices in the areas of securities, antitrust and consumer protection litigation. Mr. Hall is actively involved in maintaining and establishing the firm's relationship with institutional investors and oversees the Portfolio Monitoring and Case Evaluation Program for the firm's numerous institutional investors.

Mr. Hall was a member of the trial team prosecuting *In re Bank of America*, which settled for \$2.425 billion, the single largest securities class action recovery for violations of Section 14(a) of the Securities Exchange Act of 1934 ("Exchange Act") and one of the top securities litigation settlements obtained in history. Mr. Hall also recently represented public pension fund clients in *In re Eletrobras Secs. Litig.*, No. 15-cv-5754, as co-lead counsel representing the Employee Retirement System of the City of Providence ("City

of Providence”) in a class action against a Brazilian company, and in *Kasper v. AAC Holdings, Inc.*, No. 15-cv-923 (M.D. Tenn.), as co-lead counsel representing Arkansas Teacher Retirement System (“ATRS”). Mr. Hall successfully represented institutional clients in *In re Merrill Lynch*, which settled for \$475 million; *In re Fannie Mae 2008*, which settled for \$170 million; *In re Ambac Financial Group, Inc. Securities Litigation*, No. 08-cv-411 (S.D.N.Y.); *In re Majesco Securities Litigation*, No. 05-cv-3557 (D.N.J.); and *In re Escala Group, Inc. Securities Litigation*, No. 05-cv-3518 (S.D.N.Y.). Additionally, he was a member of the litigation team in *AOL Time Warner Cases I & II*, an opt-out action brought by institutional investors that settled just weeks before trial.

Mr. Hall currently represents the Colleges of Applied Arts and Technology Pension Plan in *In re Vale, S.A. Securities Litigation*, 19-cv-00526 (E.D.N.Y.); the City of Warwick Retirement Fund in *Lewis v. YRC Worldwide, Inc., et al.*, 19cv00001 (N.D.N.Y.); and IWA Forest Industry Pension Plan in *In re Textron, Inc. Securities Litigation*, 19-cv-7881 (S.D.N.Y.).

Mr. Hall has played a key role in some of the Firm’s antitrust actions, including *In re Flat Glass Antitrust Litigation*; *In re Compact Disc Antitrust Litigation*; and *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*. He is currently part of the litigation team representing consumers in *In re Google Play Consumer Antitrust Litigation*, 20-cv-05761 (N.D. Cal.) concerning Google’s alleged anticompetitive use of contractual and technological barriers to foreclose Android users’ ability to utilize app distribution platforms other than Google Play Store.

In the consumer protection area, Mr. Hall is co-lead counsel in *In re: Apple Inc. Device Performance Litig.*, No. 5:18-MD-2827-EJD (N.D. Cal.) (a global consumer protection and computer intrusion class action in which a \$310 million class settlement was achieved in March 2021). Mr. Hall is also active in the firm's growing data privacy and cyberlaw practice. Other notable cases in the area of consumer protection Mr. Hall has prosecuted include the non-GMO class action of *Schneider v. Chipotle Mexican Grill, Inc.*, No.16-cv-02200 (N.D. Cal.) and *In re: Yahoo! Mail Litigation*, No. 5:13-cv-04980-LHK (N.D. Cal.) in which Kaplan Fox served as co-lead counsel for plaintiffs in a digital privacy class action challenging Yahoo's practice of "scanning" incoming and outgoing emails for content, in order to target advertising more effectively.

Mr. Hall graduated from the College of William and Mary in 1995 with a B.A. in Philosophy and obtained his law degree from Fordham University School of Law in 1998. During law school, Mr. Hall was a member of the Fordham Urban Law Journal and a member of the Fordham Moot Court Board. He also participated in the Criminal Defense Clinic, representing criminal defendants in federal and New York State courts on a pro-bono basis.

**Education:**

- B.A., College of William and Mary (1995)
- J.D., Fordham University School of Law (1998)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Connecticut
- Bar of the State of New York
- U.S. Supreme Court
- U.S. Courts of Appeals for the First, Second and Eleventh Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- American Bar Association
- Association of Trial Lawyers of America
- New York State Bar Association

Mr. Hall can be reached by email at: [DHall@kaplanfox.com](mailto:DHall@kaplanfox.com)

**JEFFREY P. CAMPISI** is involved in representing the firm's institutional and individual clients in securities and shareholder actions, and other complex litigation.

Mr. Campisi currently represents investors in *Christiansen v. Spectrum Pharmaceuticals, Inc., et al.*, 22-cv-10292 (VEC) (S.D.N.Y.), *McGreevy et al., v. Digital Currency Group, Inc., et al.*, 23-cv-82-SRU (D. Conn.), *Rauch v. Vale, S.A., et al.*, 19-cv-00526 (E.D.N.Y.); *Julia Junge and Richard Junge, v. Geron Corp. and John Scarlett*, No. C 20-00547 WHA (N.D. Cal.); and *Gluck v. Hecla Mining Company*, 19-cv-4883 (ALC) (S.D.N.Y.).

In the past, Mr. Campisi has represented Oklahoma Police Pension and Retirement Fund (as liaison counsel) in *Milbeck v. Truecar, Inc. et al.*, 18-cv-2612 (C.D.

Cal.) (\$28.25 million recovered); the Tennessee Consolidated Retirement System in *In re Fannie Mae 2008 Securities Litigation*, 08cv7831 (S.D.N.Y.) (\$170 million recovered); State Teachers' Retirement System of Ohio in *In re Merrill Lynch & Co., Inc. Securities, Derivative and ERISA Litigation*, 07cv9633 (S.D.N.Y.) (\$475 million recovered), one of the largest recoveries in a securities class action; the Virginia Retirement System in *In re Escala Group, Inc. Securities Litigation*, 06cv3518 (S.D.N.Y.) (\$18 million in cash and stock recovered); the Los Angeles City Employees' Retirement System in *In re Sequenom, Inc. Securities Litigation*, 09cv921 (S.D. Cal.) (\$43 million in cash and stock recovered, as of February 4, 2010, and significant corporate governance reforms) and in *In re Gentiva Securities Litigation*, 10cv5064 (E.D.N.Y.) (\$6.5 million recovered).

Other cases include *Convey v. Jumia Technologies AG, et al.* Index No. 656021/2019 (N.Y. County Supreme Court) (\$3 million recovered); *Schueneman v. Arena Pharms., et al.*, 10cv1959 (S.D. Cal.) (\$24 million recovered); *Kasper v. AAC Holdings, Inc., et al.*, 15cv923 (M.D. Tenn.) (\$25 million recovered); *In re SandRidge Energy, Inc. Shareholder Derivative Litigation*, No. CIV-13-102-W (W.D. Okla.) (\$38.5 million recovered); *In re Violin Memory, Inc. Securities Litigation*, 13cv5486 (N.D. Cal.) (\$7.5 million recovered); *In re Nevsun Resources Ltd.*, 12cv1845 (S.D.N.Y.) (approximately \$6 million settlement); *In re Countrywide Financial Corporation Securities Litigation*, 07cv5295 (C.D. Cal.) (\$624 million recovered), *In re Proquest Company Securities Litigation*, 06cv10619 (E.D. Mich.) (\$20 million recovered), and *Friedman v. Penson Worldwide, Inc.*, 11cv2098 (N.D. Tex.) (\$6.5 million recovered).

Mr. Campisi is a graduate of Villanova University School of Law (*summa cum laude*), where he was a member of the Villanova Law Review and the *Order of the Coif*. Mr. Campisi earned a B.A. from Georgetown University (*cum laude*). Mr. Campisi served as a law clerk to the Late Honorable Herbert J. Hutton, United States District Judge for the United States District Court for the Eastern District of Pennsylvania.

**Education:**

- B.A., cum laude, Georgetown University (1996)
- J.D., summa cum laude, Villanova University School of Law (2000)  
Member of Law Review and Order of the Coif

**Bar affiliations and court admissions:**

- Bar of the State of New York
- U.S. Courts of Appeals for the Ninth and Tenth Circuits
- U.S. District Courts for the Southern, Eastern, Northern and Western Districts of New York, and Western District of Tennessee

**Professional affiliations:**

- Federal Bar Council
- American Association for Justice

Mr. Campisi can be reached by email at: [jcampisi@kaplanfox.com](mailto:jcampisi@kaplanfox.com)

**MELINDA CAMPBELL** has been associated with Kaplan Fox since September 2004 and became a partner of the firm in 2012. She has 18 years of experience in securities and other complex litigation. Mrs. Campbell currently represents the Colleges of Applied Arts and Technology Pension Plan in *In re Vale S.A. Securities Litigation*, No. 19-cv-526 (E.D.N.Y.).

Mrs. Campbell's noteworthy cases include: *In re Bank of America Corp. Securities Litigation*, MDL No. 2058 (S.D.N.Y.); *In re Ambac Financial Group, Inc. Securities Litigation*, No. 08-cv-411(NRB) (S.D.N.Y.); *In re Fannie Mae 2008 Securities Litigation*, No. 08-cv-7831(PAC) (S.D.N.Y.), *In re Eletrobras Securities Litigation*, No. 15-cv-5754 (S.D.N.Y.) (\$14.75 million settlement), and *Ollila v. Babcock & Wilcox Enterprises Inc.*, No. 3:17-cv-109 (W.D.N.C.) (\$19.5 million settlement).

Mrs. Campbell obtained her J.D. from the University of Pennsylvania Law School. While attending law school, she successfully represented clients of the Civil Practice Clinic of the University of Pennsylvania Law School and provided pro bono legal services through organizations including the Southern Poverty Law Center.

Mrs. Campbell obtained her undergraduate degree from the University of Missouri (*cum laude*).

Mrs. Campbell is a member of the Federal Courts Committee of the New York County Lawyers Association and served as a panelist in a continuing legal education course offered by the Committee concerning waiver of attorney-client privilege under Federal Rule of Evidence 501. Additionally, Mrs. Campbell is a member of the New York



State Bar Association, the National Association of Women Lawyers, and the New York Women's Bar Association.

**Education:**

- B.A., University of Missouri (2000)
- J.D., University of Pennsylvania Law School (2004)

**Bar affiliations and court admissions:**

- Bar of the State of New York (2005)
- U.S. Courts of Appeals for the First, Second and Eleventh Circuits
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional affiliations:**

- American Bar Association
- New York State Bar Association
- New York County Lawyers Association
- New York Women's Bar Association
- National Association of Women Lawyers

Mrs. Campbell can be reached by email at: [MCampbell@kaplanfox.com](mailto:MCampbell@kaplanfox.com)

**ELANA KATCHER** has extensive complex antitrust litigation experience drawn from her work on both the plaintiff and defense sides. Ms. Katcher began her career in antitrust litigation as an associate at Sullivan & Cromwell LLP where she was a member of the trial team defending Microsoft Corporation against a series of private class actions brought in courts around the country, as well as representing other major defendants in bet-the-company litigation.

Since 2007, Ms. Katcher has been instrumental in some of Kaplan Fox's largest cases, including *In re Air Cargo Shipping Servs. Antitrust Litig.*, MDL No. 1775 (E.D.N.Y.), and a successful bellwether trial in *Neurontin Marketing, Sales Practices & Products Liability Litig.*, MDL No. 1629 (D. Mass.). In addition, Ms. Katcher co-drafted a successful opposition to the first Rule 12(b)(6) motion to dismiss in the sprawling Generic Pharmaceutical antitrust actions, *In re Propranolol Antitrust Litig.*, 249 F. Supp. 3d 712 (S.D.N.Y. 2017) (Rakoff, J.), and continues to work on behalf of the Direct Purchaser Plaintiffs in the *Generic Pharmaceutical* antitrust actions now pending before District

Judge Cynthia M. Rufe in the Eastern District of Pennsylvania, including as part of the briefing team that recently prevailed against the first tranche of motions to dismiss brought in that litigation. See *In re Generic Pharm. Pricing Antitrust Litig.*, No. 16-CB-27243, 2018 WL 5003450 (E.D. Pa. Oct. 16, 2018).

In addition, Ms. Katcher represents significant corporate clients, including clients listed on Nasdaq, in individual antitrust actions in Packaged Seafood in which she has recently co-argued a key motion to dismiss before District Judge Janis L. Sammartino, obtaining a significant victory where the court upheld jurisdiction over two foreign defendants. See *In re Packaged Seafood Prod. Antitrust Litig.*, No. 15-MD-2670 JLS (MDD), 2018 WL 4222506 (S.D. Cal. Sept. 5, 2018). She is currently part of the co-lead team for the direct purchaser class plaintiffs in *In re Caustic Soda Antitrust Litigation*, 19-cv-00385 (W.D.N.Y.), and is a member of the steering committee representing the indirect reseller plaintiff class in *In re Juul Labs, Inc. Antitrust Litigation*, 20-cv-02345 (N.D. Cal.).

Prior to Kaplan Fox, she was an associate at Sullivan & Cromwell LLP and King & Spalding LLP, where she participated in the defense of major companies, including at trial and in arbitration.

**Education:**

- B.A. Oberlin College
- J.D., New York University

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- New York State Bar Association
- New York City Bar Association

Ms. Katcher can be reached by email at: [ekatcher@kaplanfox.com](mailto:ekatcher@kaplanfox.com)

**MATTHEW P. McCAHILL** was associated with Kaplan Fox from 2003 to 2005, re-joined the firm in May 2013 and became a partner in 2016. He practices in the areas of antitrust and securities litigation, as well as commercial litigation. From 2006 to early 2013, Mr. McCahill was an associate at Berger & Montague, P.C. in Philadelphia. While

focusing on insurance and antitrust class action cases, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.) and *Ormond et al. v. Anthem, Inc. et al.*, Case No. 1:05-cv-01908-TWP-TAB (N.D. Ind.) (related to the demutualization of Anthem Insurance, which settled for \$90 million in 2012), he also represented corporations and bankruptcy trustees in commercial litigation involving claims for breach of contract, breach of fiduciary duty and fraudulent conveyance.

Mr. McCahill's practice includes representation of plaintiffs opting out of class actions. He represented large retailers who opted out of the *Payment Card* class to pursue their own antitrust actions against Visa and MasterCard challenging the networks' merchant rules and their interchange (or "swipe") fees. Among the merchants he and the firm represented in that case were E-Z Mart Stores, Inc., Sunoco, LP (formerly known as Susser Holdings Corp., operator of the Stripes® convenience store chain), Jacksons Food Stores, Sheetz, Inc., Kum & Go, L.C., Einstein Noah Restaurant Group, Furniture Row, Inc. and NPC International, Inc. (the world's largest franchisee of Pizza Hut restaurants).

Mr. McCahill is part of the Kaplan Fox team representing large grocery chains and food distributors (including Giant Eagle, Inc., Associated Food Stores, Inc., Affiliated Foods, Inc., Western Family Foods, Inc. and the McLane Company, Inc., among others) in individual actions in *In re Packaged Seafood Products Antitrust Litigation*, MDL No. 2670 (S.D. Cal.), alleging price-fixing and other antitrust violations against Tri-Union Seafoods, LLC (d/b/a Chicken of the Sea), Bumble Bee Foods, LLC, and others. Mr. McCahill currently represents some of the same clients in opt-out antitrust litigation against the nation's largest producers of broiler chickens, in *In re Broiler Chicken Antitrust Litigation*, pending in federal court in Chicago. He and other Kaplan Fox lawyers also represented the Ohio Public Employees Retirement System in an individual securities fraud action against Brazilian energy conglomerate Petrobras in *In re Petrobras Securities Litigation*, Civ. Action No. 14-cv-9662 (JSR) (S.D.N.Y.).

Mr. McCahill's current and past involvement in class action litigation at Kaplan Fox includes: *In re Cast Iron Soil Pipe Antitrust Litigation*, MDL No. 2508 (E.D. Tenn.), where he represented a proposed class of direct purchasers of cast iron soil pipes and fittings

in an antitrust case against the Cast Iron Soil Pipe Institute, Charlotte Pipe & Foundry Co. and McWane, Inc. and its subsidiaries; *In re SandRidge Energy, Inc. Shareholder Derivative Litigation*, No. CIV-13-102-W (W.D. Okla.) (partial settlement of \$38 million); *In re Neurontin Antitrust Litigation*, MDL No. 1479 (D.N.J.) (delayed-generic entry action brought by direct purchasers of Pfizer’s drug Neurontin, which settled for \$190 million following nearly 12 years of litigation).

In 2014, 2015 and 2016, Mr. McCahill was named a “New York Metro Super Lawyer – Rising Star” in antitrust litigation, and was selected as a “Pennsylvania Super Lawyer – Rising Star” (also in antitrust litigation) in 2012 and 2013, and has each year since 2017 been named a “New York Metro Super Lawyer” in antitrust litigation. He is a member of the American, Pennsylvania State, New York State and New York City bar associations. Mr. McCahill’s *pro bono* efforts focus primarily on representing Marine Corps veterans in benefits proceedings before the Veterans Administration.

Mr. McCahill is a 2000 graduate of Rutgers College where he received a B.A., *summa cum laude*, in history and was elected to Phi Beta Kappa. He graduated from Fordham Law School in 2003, where he was a member of the *Fordham Urban Law Journal*. He is fluent in French and proficient in Spanish.

**Education:**

- B.A., History, *summa cum laude*, Rutgers College (2000)
- J.D., Fordham Law School (2003)

**Bar Affiliations and Court Admissions:**

- Bars of the State of New York and the Commonwealth of Pennsylvania
- U.S. District Courts for the Southern and Eastern Districts of New York and the Eastern District of Pennsylvania

**Professional Affiliations:**

- American Bar Association
- New York State Bar Association
- Pennsylvania Bar Association
- Association of the Bar of the City of New York

Mr. McCahill can be reached by email at: [mmccahill@kaplanfox.com](mailto:mmccahill@kaplanfox.com)

**MATTHEW GEORGE** is a complex litigation attorney at Kaplan Fox & Kilsheimer LLP with a practice focused on data privacy, consumer protection, and employment/labor cases. He has significant experience and expertise handling multidistrict litigation and other coordinated proceedings in state and federal courts involving multiple parties and complex discovery issues.

Matthew has a strong track record opposing Silicon Valley's largest companies in lawsuits involving emerging technology and novel legal issues. He was on Kaplan Fox's lead counsel team in *In re: Apple Device Performance Litigation*, that recovered a settlement of up to \$500 million on claims that Apple violated the Computer Fraud and Abuse Act. In that case he managed third-party discovery of two dozen companies in the U.S. and Asia and first chaired a series of depositions. He is currently court appointed co-lead counsel in *In re: Robinhood Outage Litigation*, representing investors alleging losses attributable to a series of unprecedented outages of Robinhood's trading app in March of 2020. He also represents a certified class of patients alleging that failed blood testing startup Theranos and Walgreens unlawfully experimented on them in *In re: Arizona Theranos Incorporated Litigation*. Matthew has also obtained innovative rulings at the trial and appellate levels on claims against Facebook, Adobe, and Yahoo over mishandling of consumers' personal information and data.

Matthew has also advanced initiatives for underrepresented communities both in and out of court. He was recently co-lead counsel in cases against health care conglomerates CVS/Caremark and Aetna that collectively recovered over \$20 million on behalf of Americans living with HIV when their healthcare information was wrongfully exposed. Matthew has been a longstanding member of BALIF, the Bay Area's (and nation's oldest) LGBTQI+ bar association, where he has volunteered in BALIF's formal mentorship program helping new attorneys enter the profession. He has also been a member of the Consumer Attorneys of California's Diversity Committee, where he co-sponsored an event inclusive of the Bay Area's minority bar associations.

Matthew has been selected by his peers as a "Rising Star" by Northern California Super Lawyers each year from 2011-2014 and was chosen as a "Super Lawyer" in 2016, the first year he was eligible for the distinction and every year since. He has been a regular

speaker at industry conventions and seminars on topics ranging from arbitration, expert depositions, and class action settlement strategies.

**Education:**

- B.A., Political Science and Criminal Justice, *magna cum laude*, Chapman University (2002)
- J.D., The University of Michigan Law School (2005)

**Publications and Speaking Engagements:**

- Expert Depositions: Promoting Expertise and Limiting Exposure –Bridgeport Continuing Legal Education “Mastering the Deposition” Seminar (January 2017)
- “How Viable Is the Prospect of Private Enforcement of Privacy Rights In The Age of Big Data? An Overview of Trends and developments In Privacy Class Actions” – Competition, The Journal of the Antitrust and Unfair Competition Law Section of the State Bar of California, Volume 24, No. 1 (Spring 2015)
- Panel Discussion of Sony Pictures Data Breach Cases – CNBC’s “Squawk On the Street” (December 2014)
- New and Developing Practice Areas – CAOC 53<sup>rd</sup> Annual Convention (November 2014)
- Privacy Law Symposium – University of California, Hastings College of the La (April 2014)
- Update On the Target Data Breach Litigation – HarrisMartin Target Data Breach MDL Conference (March 2014)
- Consumer Privacy Law – 8<sup>th</sup> Annual CAOC Class Action Seminar (February 2014)
- Privacy Litigation and Management: Strategies For Protection and Litigation – Bridgeport Continuing Legal Education Seminar (December 2012)
- Class Action Settlement Strategies and Mechanics – 12<sup>th</sup> Annual Bridgeport Class Action Litigation & Management Conference (April 2012)
- Developments In the Arbitration of Wage and Hour Disputes – Bridgeport 2010 Wage and Hour Conference (October 2010)

**Bar Affiliations and Court Admissions:**

- Bar of the State of California
- U.S. District Courts for the Northern, Central, Southern and Eastern Districts of California, and the District of Colorado
- Ninth Circuit Court of Appeals

**Professional Affiliations:**

- Bay Area Lawyers for Individual Freedom
- Consumer Attorneys of California (Diversity Committee)
- American Bar Association (Labor and Employment Section)

Mr. George can be reached by email at: [mgeorge@kaplanfox.com](mailto:mgeorge@kaplanfox.com)

**PAMELA MAYER** is focused on the investigation, analysis and initiation of securities claims on behalf of the firm’s institutional and individual clients utilizing her combined legal and finance background.

Prior to joining Kaplan Fox, Ms. Mayer was a securities investigation and litigation attorney for a multinational investment bank. Utilizing her combined legal and business background, including her M.B.A., Ms. Mayer focuses on the research and analysis of securities claims on behalf of our firm’s individual and institutional clients and is dedicated full-time to the firm’s Portfolio Monitoring and Case Evaluation Program. Ms. Mayer also has substantial litigation experience in the area of intellectual property.

**Education:**

- B.S., The University of Rochester
- J.D., The George Washington University
- M.B.A., Finance, The University of Michigan

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- New York State Bar Association

Ms. Mayer can be reached by email at: [pmayer@kaplanfox.com](mailto:pmayer@kaplanfox.com)

**AARON L. SCHWARTZ** has been associated with Kaplan Fox since July 2017 and became partner in 2024. He practices civil litigation with an emphasis on complex business disputes, securities, antitrust, and consumer protection.

Mr. Schwartz has served on court-appointed lead counsel teams in several notable actions, including *In re Google Play Consumer Antitrust Litig.*, 20-cv-05761 (N.D. Cal.) (ongoing consumer action alleging unlawful monopolization of the Google Play Store), *In re Vale S.A. Sec. Litig.*, 19-cv-526 (E.D.N.Y.) (ongoing securities action alleging misstatements and omissions to investors related to dam safety), and *In re Apple Inc. Device Perform. Litig.*, 18-md-2827 (N.D. Cal.) (consumer action alleging unlawful iPhone throttling that settled in March 2021 for \$310 million).

Mr. Schwartz has also served as counsel to public pension funds and institutional investor clients in matters concerning corporate mismanagement and breach of fiduciary duties. For example, he represented ATRS in *Ark. Teacher Ret. Sys. v. Allianz Global Inv. US LLC*, 20-cv-5615 (S.D.N.Y.), which concerned alleged misconduct and gross mismanagement of three investment funds. Mr. Schwartz also currently represents CalSTRS and the Firemen's Retirement System of St. Louis in a derivative action arising out of Facebook's many years of allegedly improper data sharing practices. See *In re Facebook, Inc. Deriv. Litig.*, 2018-0307-JRS (Del. Ch.)

Prior to joining the firm, Mr. Schwartz served as a Deputy Attorney General in the Pennsylvania Office of Attorney General, Antitrust Section (2014-2017), where he successfully enjoined anticompetitive corporate mergers and prosecuted product-hopping schemes, market allocation schemes, and other unfair trade practices. Notable matters included *FTC v. Penn State Hershey Medical Center* and *U.S. v. Aetna Inc.*

**Education:**

- B.A., University of Wisconsin—Madison (2009)
- J.D., The Pennsylvania State University—The Dickinson School of Law (2014)

**Bar Affiliations and Court Admissions:**

- Bar of the Commonwealth of Pennsylvania
- Bar of the State of New York
- U.S. Court of Appeals for the Third Circuit



- U.S. District Courts for the Eastern, Middle, and Western Districts of Pennsylvania; and U.S. District Courts for the Eastern and Southern Districts of New York

**Professional Affiliations:**

- Pennsylvania Bar Association
- American Bar Association

**Publications:**

- *Effective Merger Enforcement: Is it Time for a Retrospective Study on Cross-Market Provider Transactions*, A.B.A., Section of Antitrust Law, 8 State Enforcement Committee Newsletter 4, 10 (Spring 2017).

Mr. Schwartz can be reached by email at: [aschwartz@kaplanfox.com](mailto:aschwartz@kaplanfox.com)

**JASON A. URIS** has been associated with Kaplan Fox since May 2013 and became partner in 2024. He represents the firm's institutional and individual clients in class action, opt-out, and other complex litigation, with a particular focus on securities and antitrust actions.

Mr. Uris currently represents investors in several cases, including *Mehedi v. View Inc., et al.* (N.D. Cal.); *Julia Junge and Richard Junge, v. Geron Corp. and John Scarlett* (N.D. Cal.); *Gluck v. Hecla Mining Company* (S.D.N.Y.); *Stadium Capital LLC v. Co-Diagnostics, Inc., et al.* (S.D.N.Y.); and *McGreevy et al., v. Digital Currency Group, Inc., et al.* (D. Conn.). Mr. Uris also currently represents CalSTRS and the Firemen's Retirement System of St. Louis in *In re Facebook, Inc. Deriv. Litig.*, 2018-0307-JRS (Del. Ch.), a derivative action arising out of Facebook's many years of allegedly improper data sharing practices.

Mr. Uris was also a member of the teams that litigated the following cases: *In re: Keurig Green Mountain Single-Serve Coffee Antitrust Litigation* (S.D.N.Y.) (\$31 million settlement); *Milbeck v. Truecar, Inc., et al.* (\$28.25 million settlement); *Kasper v. AAC Holdings, Inc., et al.* (M.D. Tenn.) (\$25 million settlement); *In re SandRidge Energy, Inc. Shareholder Derivative Litigation*, No. CIV-13-102-W (W.D. Okla.) (partial settlement of \$38 million); *In re Cast Iron Soil Pipe Antitrust Litigation*, MDL No. 2508 (E.D. Tenn.) (\$30 million settlement); and *In re: CSO Hedge Fund Litigation* (\$13.5 million settlement).

In 2022 and 2023, Mr. Uris was named a "Rising Star" by Thomson Reuters' *Super Lawyers*.

**Education:**

- B.A., *cum laude*, Boston University (2011)
- J.D., Fordham University School of Law (2014)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (2015)
- U.S. District Courts for the Southern and Eastern Districts of New York

**Professional Affiliations:**

- New York State Bar Association

Mr. Uris can be reached by email at: [juris@kaplanfox.com](mailto:juris@kaplanfox.com)

**ASSOCIATES**

**BLAIR REED** joined Kaplan Fox as an associate in January 2022. Blair's practice focuses on consumer class actions, employment cases, data privacy claims, and business litigation. She has extensive experience handling coordinated proceedings and complex discovery issues in both federal and state courts.

Blair has represented consumers in cases involving unfair business practices and consumer fraud, breaches of warranty, invasions of privacy, data breaches, and wiretapping. Prior to joining Kaplan Fox, she was involved in numerous successful recoveries for consumers including *Moore v. Kimberly-Clark Worldwide, Inc.*, which resulted in a nationwide settlement valued at over \$11 million for purchasers of allegedly defective tampons. Additionally, in 2019, Blair participated on the trial team in *Perez v. Rash Curtis & Associates*, where the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act.

Blair received her Juris Doctor from University of San Francisco School of Law in 2017, where she was a Dean's Scholar and member of the University of San Francisco Law Review. Blair also attended University of San Francisco for her undergraduate degree where she played on the NCAA Division I Women's Tennis Team.

**Education:**

- Bar of the State of California (2017)
- J.D., University of San Francisco School of Law (2017)
  - Dean's Scholar
  - USF Law Review
- B.A. in Advertising and Communications, University of San Francisco (2013)

**Bar Affiliations and Court Admissions:**

- Bar of the State of California (2017)
- U.S. District Courts for the Northern, Central, Southern and Eastern Districts of California
- Ninth Circuit Court of Appeals

Ms. Reed can be reached by email at: [BReed@kaplanfox.com](mailto:BReed@kaplanfox.com)

**BRANDON FOX** practices primarily in the areas of securities, consumer protection and data privacy litigation.

Mr. Fox is currently involved in several litigations, including *John Scarlett* (N.D. Cal.); *Steven B. Christiansen v. Spectrum Pharmaceuticals, Inc.* (S.D.N.Y.); and *In re Vale S.A. Securities Litigation* (E.D.N.Y).

Mr. Fox was also a member of the teams that litigated the following cases: *In re Apple Inc. Device Performance Litigation*, *Julia Junge and Richard Junge v. Geron Corp.*, and *In re Allianz Global Investor U.S. LLC Litigation*.

Prior to joining the firm, Brandon worked for about two years as a paralegal at a global defense firm in New York.

**Education:**

- J.D., Benjamin N. Cardozo School of Law (2019)
- B.S. in Political Science, University of Southern California (2014)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (2023)
- U.S. District Court for the Southern District of New York

Mr. Fox can be reached by email at: [BFox@kaplanfox.com](mailto:BFox@kaplanfox.com)

**WALTER HOWE** is an associate attorney in the firm's San Francisco Bay Area office. He works on matters involving antitrust, securities, consumer protection, data privacy, and employment.

**Education:**

- J.D., University of the Pacific McGeorge School of Law (2019)
  - Research Editor on the Journal of National Security Law & Policy
- M.A., *honors*, University of Saint Andrews in Scotland (2002)

**Bar Affiliations and Court Admissions:**

- Bar of the State of California (2006)
- U.S. District Courts for the Northern, Central, Southern and Eastern Districts of California

Mr. Howe can be reached by email at: [WHowe@kaplanfox.com](mailto:WHowe@kaplanfox.com)

**CARIHANNA MORRISON** practices in the areas of antitrust, securities, consumer protection, and data privacy litigation.

Ms. Morrison is currently involved in several litigations, including *In re Facebook, Inc. Deriv. Litig.*, 2018-0307 (Del. Ch.); *In re Vale S.A. Securities Litigation*, 19-cv-526 (E.D.N.Y.); *In re Google Play Consumer Antitrust Litigation*, 20-cv-05761 (N.D. Cal.); *Dinosaur Financial Group LLC et al. v. S&P Global Inc. et al.*, 22-cv-1860 (S.D.N.Y.) and *In re Cattle and Beef Antitrust Litigation*, 22-md-3031 (D.Minn.).

**Education:**

- J.D., St. John's University School of Law (2022)
- M.A., Teachers College, Columbia University (2017)
- B.A., *cum laude*, Mount Holyoke College (2016)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New York (2024)
- U.S. District Court for the Southern District of New York (pending)

Ms. Morrison can be reached by email at: [CMorrison@kaplanfox.com](mailto:CMorrison@kaplanfox.com)

**CLARISSA (CLARI) OLIVARES** joined Kaplan Fox in their Oakland office as an associate in January 2024. Clari's practice focuses on data privacy and consumer class actions, including data breach cases and data security and privacy matters involving the SCA, BIPA, and other federal and state privacy and wiretap statutes.

Prior to joining Kaplan Fox, Clari worked in corporate defense, honing litigation skills they now bring to bear on behalf of their clients at Kaplan Fox. Clari is a graduate of the U.C. Berkeley School of Law, where they were on the board of the Womxn of Color Collective and a submissions editor for the La Raza Law Journal. During this time, Clari also had the privilege of externing for Justice Tracie L. Brown, Presiding Justice of Division Four of the First District Court of Appeal in San Francisco, California.

**Education:**

- Seattle University: B.A. in English Literature; Minor in Int'l. Economic Development (2017)
- U.C. Berkeley School of Law: J.D. (2020)

**Bar Affiliations & Court Admissions:**

- California State Bar
- U.S. District Court for the Northern District of California

Ms. Olivares can be reached by email at: [COlivares@kaplanfox.com](mailto:COlivares@kaplanfox.com)

**CHANG HAHN** joined Kaplan Fox as an Associate in 2024 and is a resident of its New York office. The focus of her practice is securities, antitrust and consumer protection litigation. Chang also currently serves on the Technology, Cyber and Privacy Law Committee at the New York City Bar Association and on the Diversity, Equity and Inclusion Committee at the New York State Bar Association. Prior to joining the firm, Chang worked at Winston & Strawn LLP and Bathaee Dunne LLP.

While attending NYU Law School, Chang served on the executive boards of Moot Court, Asian Pacific American Student Law Association, Suspension Representation Project, Christian Legal Fellowship, and OUTLaw. She also interned with the New York County Defender Services for over a year and interned for a term with the New York Attorney General's Office, Bureau of Internet & Technology. Simultaneously, she was a

research assistant for Professor Oscar Chase, the New York City Bar Association's Animal Law Committee, Professor Meg Satterthwaite, and Professor Zalman Rothschild.

Prior to law school, Chang graduated *magna cum laude* from UCLA with a major in Political Science and a minor in Labor & Employment Studies admitted to the Bars of the State of New York and Eastern District of Texas.

**Education:**

- New York University School of Law (2021)
- UCLA (2013)

**Bar Affiliations & Admissions:**

- New York State
- United States District Court for the Eastern District of Texas

Ms. Hahn can be reached by email at: [CHahn@kaplanfox.com](mailto:CHahn@kaplanfox.com)

**OF COUNSEL**

**GARY L. SPECKS** practices primarily in the area of complex antitrust litigation. He has represented plaintiffs and class representatives at all levels of litigation, including appeals to the U.S. Courts of Appeals and the U.S. Supreme Court. In addition, Mr. Specks has represented clients in complex federal securities litigation, fraud litigation, civil RICO litigation, and a variety of commercial litigation matters. Mr. Specks is a resident in the firm's Chicago office.

During 1983, Mr. Specks served as special assistant attorney general on antitrust matters to Hon. Neil F. Hartigan, then Attorney General of the State of Illinois.

**Education:**

- B.A., Northwestern University (1972)
- J.D., DePaul University College of Law (1975)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Illinois (1975)
- U.S. Courts of Appeals for the Third, Fifth, Seventh, Ninth and Tenth Circuits
- U.S. District Court for the Northern District of Illinois, including Trial Bar

**Professional Affiliations:**

- American Bar Association

- Illinois Bar Association
- Chicago Bar Association

Mr. Specks can be reached by email at: [GSpecks@kaplanfox.com](mailto:GSpecks@kaplanfox.com)

**W. MARK MCNAIR** has been associated with Kaplan Fox since 2003. He practices in the area of securities litigation. Mr. McNair is actively involved in maintaining and establishing the Firm's relationship with institutional investors and is active in the Firm's Portfolio Monitoring and Case Evaluation Program for the Firm's numerous institutional investors. Mr. McNair is a frequent attendee and speaker at various events for institutional investors.

Mr. McNair is a frequent speaker at various institutional events, including the National Conference of Public Employee Retirement Systems and the Government Finance Office Association.

Prior to entering private practice, Mr. McNair was an Assistant General Counsel at the Municipal Securities Rulemaking Board where he dealt in a wide range of issues related to the trading and regulation of municipal securities. Previously, he was an attorney in the Division of Market Regulation at the Securities and Exchange Commission. At the Commission his work focused on the regulation of the options markets and derivative products.

**Education:**

- B.A. with honors, University of Texas at Austin (1972)
- J.D. University of Texas at Austin (1975)
- L.L.M. (Securities) Georgetown University (1989)

**Bar Affiliations and Court Admissions:**

- Bar of the State of Texas (1975)
- Bar of the State of Maryland (1995)
- Bar of the State of Pennsylvania (1995)
- Bar of the District of Columbia (2008)
- U.S. Courts of Appeals for the Third, Fifth, Seventh, Ninth and Tenth Circuits
- U.S. District Court for the Northern District of Illinois, including Trial Bar

Mr. McNair can be reached at [MMcnair@kaplanfox.com](mailto:MMcnair@kaplanfox.com)

**WILLIAM J. PINILIS** practices in the areas of commercial, consumer and securities class action litigation.

He has been associated with Kaplan Fox since 1999 and is resident in the firm's New Jersey office.

In addition to his work at the firm, Mr. Pinilis has served as an adjunct professor at Seton Hall School of Law since 1995 and is a lecturer for the New Jersey Institute for Continuing Legal Education. He has lectured on consumer fraud litigation and regularly teaches the mandatory continuing legal education course Civil Trial Preparation.

In 2021, Mr. Pinilis was appointed as Municipal Court Judge for Morristown, New Jersey.

Mr. Pinilis is the author of "Work-Product Privilege Doctrine Clarified," *New Jersey Lawyer*, Aug. 2, 1999; "Consumer Fraud Act Permits Private Enforcement," *New Jersey Law Journal*, Aug. 23, 1993; "Lawyer-Politicians Should Be Sanctioned for Jeering Judges," *New Jersey Law Journal*, July 1, 1996; "No Complaint, No Memo – No Whistle-Blower Suit," *New Jersey Law Journal*, Sept. 16, 1996; and "The *Lampf* Decision: An appropriate Period of Limitations?" *New Jersey Trial Lawyer*, May 1992.

**Education:**

- B.A., Hobart College (1989)
- J.D., Benjamin Cardozo School of Law (1992)

**Bar Affiliations and Court Admissions:**

- Bar of the State of New Jersey (1992)
- Bar of the State of New York (1993)
- U.S. District Courts for the District of New Jersey, and the Southern and Eastern Districts of New York

**Professional Affiliations:**

- Morris County Bar Association
- New Jersey Bar Association
- Graduate, Brennan Inn of Court

Mr. Pinilis can be reached by email at: [WPinilis@kaplanfox.com](mailto:WPinilis@kaplanfox.com)



**JUSTIN B. FARAR** joined Kaplan Fox in March 2008. practices in the area of securities litigation and antitrust litigation with a special emphasis on institutional investor involvement. He is located in the Los Angeles office. Prior to working at Kaplan Fox, Mr. Farar was a litigation associate at O'Melveny & Myers, LLP and clerked for the Honorable Kim McLane Wardlaw on the Ninth Circuit Court of Appeals. Mr. Farar also currently serves as a Commissioner to the Los Angeles Convention and Exhibition Authority.

Mr. Farar is also an adjunct professor at the University of Southern California Gould Law School teaching a course on class actions.

**Education:**

- J.D., order of the coif, University of Southern California Law School (2000)
- B.A., with honors, University of California, San Diego

**Bar Affiliations and Court Admissions:**

- Bar of the State of California (2000)
- U.S. Court of Appeals for the Ninth Circuit (2000)
- U.S. District Court for the Central of California (2000)

**Awards:**

- The American Society of Composers, Authors and Publishers' Nathan Burkan Award Winner, 2000 for article titled "Is the Fair Use Defense Outdated?"

Mr. Farar can be reached by email at: [JFarar@kaplanfox.com](mailto:JFarar@kaplanfox.com)

**PETER S. LINDEN** joined Kaplan Fox in August 2021. Mr. Linden's practice concentrates on securities, commercial, and healthcare fraud litigation. His clients include public pension funds and other institutional investors, individuals, businesses, and governmental entities. Prior to joining Kaplan Fox, Mr. Linden was a partner at another national securities law firm, where he spent over 30 years, including almost ten years as one of that firm's managing partners. During his career, Mr. Linden has obtained numerous outstanding recoveries, totaling in excess of a billion dollars.

In the area of securities litigation, Mr. Linden has played a leading role in numerous successful class actions, including the following examples. He represented plaintiffs, as lead counsel, in *In re Citigroup Inc Securities Litig.*, 07 Civ. 9901 (S.D.N.Y.), a class action arising out of Citigroup's alleged misrepresentations regarding their exposure to losses

associated with numerous collateralized debt obligations. This case settled for \$590 million -- at the time, the largest CDO-related settlement ever, as well as the largest settlement of a fraud-only action. In *In re BISYS Securities Litig.*, 04 Civ. 3840 (S.D.N.Y.), Mr. Linden's representation of a municipal pension fund as co-lead counsel in a securities class action alleging accounting improprieties resulted in a \$65 million recovery. In *In re Laidlaw Bondholder Litig.*, No. 3-00-2518-17 (D.S.C.), Mr. Linden represented, as lead counsel, two major insurance companies and a bondholder class in a securities class action resulting in a \$42.875 million recovery. Finally, he represented several large municipal bond issuers in confidential FINRA arbitrations against large, institutional banks. The claims alleged various misrepresentations and breaches of statutory and fiduciary duties by the underwriters of auction rate securities.

Mr. Linden has handled many notable actions in the consumer protection area as well. He served as Chairman of the Plaintiffs' Steering Committee in *In re MCI Non-Subscriber Litig.*, MDL No. 1275 (S.D. Ill.), a consumer class action resulting in an approximately \$90 million recovery for the class. In *Carnegie v. Household International, Inc., et al.*, No. 98 C 2178 (N.D. Ill.) he and his firm served as co-lead counsel in a class action against H&R Block and Household Bank (as successor to Beneficial National Bank) for the benefit of taxpayers who had obtained Refund Anticipation Loans ("RALs"). The case alleged that H&R Block and Beneficial National Bank made misrepresentations and charged people undisclosed fees on RALs. After years of litigation and appeals, the case resulted in a settlement of \$39 million in cash. In *In re IDT Corp. Calling Card Terms Litig.*, No. 207 CV 01076 (D.N.J.), Mr. Linden served as lead counsel in a class action litigation against certain related prepaid calling card providers, alleging that they failed to inform consumers sufficiently about the applicable rates and charges for such calling cards, and thereby violated various state consumer protection acts and other laws. The case resulted in a settlement of up to \$20 million in Refund PINs (representing free domestic telephone minutes), \$2 million in charitable donations, and additional relief consisting of enhanced disclosures of calling card charges.

In the healthcare arena, Mr. Linden represented the State of Michigan in *Bill Schuette, Attorney General of The State Of Michigan, ex rel The State of Michigan v. McKesson Corporation, et al.*, No. 11-629-CZ (Ingham Cty. Cir. Ct.), a lawsuit arising out

of a scheme to increase the Average Wholesale Prices of hundreds of brand name drugs causing the submission of false claims to the Michigan Medicaid program, and the overpayment of Medicaid pharmacy claims. The court determined that the State had successfully pled a cause for money damages under its Medicaid False Claims Act.

Mr. Linden's advocacy also has resulted in many notable decisions, including: *Epstein v. MCA, Inc.*, finding a private right of action, and granting partial summary judgment, under Section 14(d)(7) of the Securities Exchange Act; and *In re eBay, Inc. Shareholders Litig.*, finding that investment banking advisors could be held liable for aiding and abetting insiders' acceptance of IPO allocations through "spinning."

Mr. Linden has been selected by Super Lawyers for securities litigation. His work has also resulted in recognition in Law360 and the National Law Journal's "Plaintiffs' Hot List."

Prior to going into private practice, Mr. Linden worked as an Assistant District Attorney in the Kings County District Attorney's Office for over six years and gained significant trial and appellate experience. He ultimately served as a supervising attorney of that Office's Economic Crimes Bureau.

**Education:**

- B.A., State University of New York at Stony Brook (1980), Pi Sigma Alpha Honor Society
- J.D., Boston University School of Law (1984)

**Court Admissions and Bar Affiliations:**

- New York State Bar
- United States District Court for the Southern District of New York
- United States District Court for the Eastern District of New York
- United States District Court for the Eastern District of Michigan
- United States District Court for the Eastern District of Wisconsin
- United States District Court for the Southern District of California
- United States Courts of Appeals for the Second, Third, Sixth, Seventh, Eighth, Ninth, Tenth and the District of Columbia Circuits

**Professional affiliations:**

- New York State Bar Association

- Association of the Bar of the City of New York
- National Association of Public Pension Plan Attorneys
- Dean's Advisory Board, Boston University School of Law
- Advisory Board, Boston University School of Law Small & Mid-Size Firm Apprenticeship Program (SMAP)

Mr. Linden can be reached by email at: [plinden@kaplanfox.com](mailto:plinden@kaplanfox.com)

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**03/13/2024** at 05:04:00 PM  
Clerk of the Superior Court  
By Melissa Reyes, Deputy Clerk

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

Attorneys for Plaintiff ELLA BROWN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

**IN RE: UNITED AIRLINES WAGE  
AND HOUR CASES**

Included Actions:

**BROWN v. UNITED AIRLINES, INC.**  
San Diego County Superior Court  
Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

**ROBINSON vs. UNITED AIRLINES, INC.**  
Alameda County Superior Court  
Case No. RG19014578  
(filed on April 11, 2019)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-585926  
(filed on August 12, 2020)

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

**Case No. JCCP 5187**

**DECLARATION OF SHANI O. ZAKAY,  
ESQ. IN SUPPORT OF MOTION FOR  
FINAL APPROVAL AND  
ATTORNEYS' FEES, ATTORNEY'S  
EXPENSES, AND SERVICE AWARD**

Judge: Hon. Katherine Bacal  
Dep't C-69  
Hearing Date: April 5, 2024  
Hearing Time: 1:30 p.m.

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of Zakay Law Group, APLC, and co-counsel of record for  
3 Plaintiff ELLA BROWN, on behalf of himself, and on behalf of all persons similarly situated,  
4 (“Plaintiff”) in this matter. As such, I am fully familiar with the facts, pleadings, and history of the  
5 matter.

6 2. This declaration is being submitted in support of Plaintiff’s Motion for Attorneys’ Fees,  
7 Attorneys’ Expenses, and Service Award.

8 **I. EXPERIENCE**

9 3. Over the course of the litigation during the last twenty-two months, a number of attorneys  
10 have worked on this matter. Their credentials are reflected in the Zakay Law Group, APLC firm resume,  
11 a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases my firm has  
12 undertaken are also set forth in Exhibit #1. The attorneys involved in this matter have had class  
13 litigation experience, much of it in employment class actions, unfair business practices and other  
14 complex litigation. I have experience in cases involving labor code violations and meal and rest break  
15 claims. Counsel have litigated similar labor law cases against other employers on behalf of employees.  
16 Counsel have been approved as experienced Counsel throughout California. It is this level of experience  
17 which enabled the firms to undertake the instant matter and to successfully combat the resources of the  
18 defendant and their capable and experienced counsel. Because of the concerted and dedicated effort  
19 this case required to properly handle and prosecute, Counsel were precluded from taking other cases,  
20 and in fact, had to turn away other potential fee generating cases.

21 **II. LODESTAR AND REQUESTED COUNSEL FEES PAYMENT**

22 4. As of March 7, 2024, Zakay Law Group, APLC incurred lodestar totaling \$11,867.50 in  
23 this matter. I have reviewed my firm’s lodestar in this matter and believe the charges are reasonable  
24 and were reasonably necessary to the conduct of the case. From January 25, 2019 through March 2024,  
25 my firm has worked more than 22.40 hours prosecuting these claims with the attorneys’ hourly fee rates  
26 for attorneys at \$350-\$600, resulting in the current lodestar. A detailed breakdown of the total fees and  
27 the services performed by the firm on this case is attached hereto as Exhibit #2.



**EXHIBIT #1**



## **Zakay Law Group, APC**

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Fax: (858) 404-9203

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### **1. Firm Practice Areas:**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

### **2. Attorney Shani O. Zakay Biography:**

- **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Founder, April 2018

**SILLDORF LAW, LLP**, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

*Honors*: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

*Activities*: Associate Editor, *California Western Law Review*  
Legal Skills Honor Instructor for Professor Leslie Culver  
Vice President, Jewish Student Union

**SAN DIEGO STATE UNIVERSITY**, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

*Honors:* Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Spring 2016, 2018  
Moot Court Judge

**COMMUNITY LAW PROJECT**, San Diego, CA  
October 2018 – Present  
Volunteer Attorney on Employment Matters

### **3. Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)  
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, January 2021 - present

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**, San Diego, CA  
Associate, November 2019 – September 2020

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Juris Doctor, April 2019

*Honors:* Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

*Activities:* Senior Editor, *California Western Law Review*  
President, Asian Pacific American Law Students Association

**UNIVERSITY OF CALIFORNIA, RIVERSIDE**, Riverside, CA  
Bachelor of Arts: Political Science, English Literature, June 2015

*Honors:* Dean's List

#### 4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, January 2022 – present

**GOMEZ TRIAL ATTORNEYS**, San Diego, CA  
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

**UNIVERSITY OF SAN DIEGO SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *cum laude*, May 2020

*Honors:* Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)  
CALI Excellence for the Future Award: Legal Writing and Research I

*Activities:* President of External Affairs, Consumer Attorneys of USD  
Competing Member, USD National Mock Trial Team

**UNIVERSITY OF SOUTHERN CALIFORNIA**, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

*Honors:* Presidential Scholarship Recipient  
Dean's List: Spring 2015-Spring 2017

#### 5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, March 2023 – present

**LIGHTGABLER**, Camarillo, CA  
Attorney, April 2019 – February 2023

**WESTON & McELVAIN** (now called Weston & Agness LLP), Los Angeles, CA  
Attorney, June 2016 – April 2019

- **EDUCATION**

**UCLA SCHOOL OF LAW**, Los Angeles, CA

Juris Doctor, *May 2012*

**NORTHWESTERN UNIVERSITY**, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, November 2023 – present

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *April 2023*

**UNIVERSITY OF OREGON**, Eugene, OR

Bachelor of Arts: Political Science: 2020

7. **Lead Counsel – Class Action & Representative Cases:**

1. **Hubscher v. Bodyspirit, LLC**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2016-00021261-CU-OE-CTL
<b>Nature</b>	Independent Contractor Misclassification
<b>Status</b>	Settled

2. **Henry v. InMotion Entertainment Group, LLC**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-18-565643
<b>Nature</b>	Meal/Rest Break claims and overtime and regular rate claims
<b>Status</b>	Settled

**3. Moore v. Zirx Transportation**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-18-566655
<b>Nature</b>	Independent Contractor Misclassification
<b>Status</b>	Settled

**4. Pasallo v. GSG Protective Services**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00037611-CU-OE-CTL
<b>Nature</b>	Meal/Rest Break claims
<b>Status</b>	Settled

**5. Villaroman v. C.C.H.C.**

<b>Court</b>	Orange County
<b>Case No.</b>	30-2018-01013128-CU-OE-CXC
<b>Nature</b>	Meal/Rest Break claims
<b>Status</b>	Settled

**6. Flores v. Plastic Express**

<b>Court</b>	Los Angeles
<b>Case No.</b>	BC719071
<b>Nature</b>	Meal/Rest Break and minimum wage claims
<b>Status</b>	Settled

**7. Tressler v. Spoonful Management**

<b>Court</b>	Los Angeles
<b>Case No.</b>	BC719405
<b>Nature</b>	Meal/Rest Break claims
<b>Status</b>	Settled

**8. Leymaster v. Toms Sierra Company, Inc.**

<b>Court</b>	Placer
<b>Case No.</b>	SCV0041735
<b>Nature</b>	Meal/Rest Break claims and overtime and regular rate claims
<b>Status</b>	Settled

**9. Murphy v. Rockler Retailer Group, Inc.**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2018-00241374
<b>Nature</b>	Overtime and regular rate claims and wrongful termination
<b>Status</b>	Settled

**10. Bruemmer v. Tempur Retail Stores, LLC.**

<b>Court</b>	Marin
<b>Case No.</b>	CIV1803646
<b>Nature</b>	Overtime and regular rate claims and wrongful termination
<b>Status</b>	Settled

**11. Christina Cummings v. G6 Hospitality, LLC**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
<b>Nature</b>	Overtime and Minimum Wage claims and Meal and Rest Breaks
<b>Status</b>	Settled

**12. Nicolai Laguatan v. Prevent LSS**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00057434-CU-OE-CTL
<b>Nature</b>	Overtime and Minimum Wage claims and Meal and Rest Breaks
<b>Status</b>	Settled

**13. Lisa Ramirez v. Carefusion Resources, LLC**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
<b>Nature</b>	Overtime and Meal and Rest Breaks
<b>Status</b>	Settled

**14. Charles Ornelas v. C&A Transportation Services**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00061289-CU-OE-CTL
<b>Nature</b>	Minimum Wage and Meal/Rest Break claims
<b>Status</b>	Settled

**15. Luz Marin v. California Marine Cleaning**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00063483-CU-OE-CTL
<b>Nature</b>	Meal Break claims
<b>Status</b>	Settled

**16. Christian Van Cleave v. Sunrise Senior Living Management**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
<b>Nature</b>	Regular rate and meal premium miscalculation
<b>Status</b>	Settled

**17. Heather McIntyre v. JRR Enterprises**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2019-00251220
<b>Nature</b>	Overtime and Meal and Rest Periods
<b>Status</b>	Settled

**18. Lori Phipps v. Soapy Joe's**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00017673-CU-OE-CTL
<b>Nature</b>	Tip Polling and Meal and Rest Periods
<b>Status</b>	Settled

**19. Heather Broughton v. NFG San Francisco, LLC**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-19-574657
<b>Nature</b>	Meal and Rest Breaks
<b>Status</b>	Settled

**20. Marcos Antonios v. Interface Rehab, LLC**

<b>Court</b>	Orange County
<b>Case No.</b>	30-2019-01067547-CU-OE-CXC
<b>Nature</b>	Meal and Rest Breaks and Reporting Time Violations
<b>Status</b>	Settled

**21. Tiffany Rodriguez v. Circle K**

<b>Court</b>	Riverside
<b>Case No.</b>	RIC 1901407 5:19-cv-00469
<b>Nature</b>	Overtime Wage and Meal/Rest Break claims
<b>Status</b>	Settled

**22. Derik Scott et al. v. Ultimate Performance**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV22823
<b>Nature</b>	Piece Rate Pay violations
<b>Status</b>	Settled

**23. Raymond Frazier v. Asa Carlton**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00036147-CU-OE-CTL

<b>Nature</b>	Overtime Wages
<b>Status</b>	Settled

**24. John Moreno v. Da Kitchen**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00024885-CU-OE-CTL
<b>Nature</b>	Overtime Wage and Meal/Rest Break claims
<b>Status</b>	Settled

**25. Penny Lane v. International Aero Clubs, LLC**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00021793-CU-OE-CTL
<b>Nature</b>	Meal and Rest Breaks and Regular Rate Miscalculation
<b>Status</b>	Settled

**26. Amber Price v. DMSD Restaurants**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00024062-CU-OE-CTL
<b>Nature</b>	Meal and Rest Break violations
<b>Status</b>	Settled

**27. Jamaal Johnson v. Volt Management Corp**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV16466
<b>Nature</b>	On Duty Meal Break violations
<b>Status</b>	Settled

**28. Ezzat Menias v. All American Private Security**

<b>Court</b>	Orange County
<b>Case No.</b>	30-2019-01085120-CU-OE-CXC
<b>Nature</b>	On Duty Meal Break violations
<b>Status</b>	Settled

**29. Mark Connor v. Ascendant Marketing**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00026864-CU-OE-CTL



<b>Nature</b>	Minimum Wage violations
<b>Status</b>	Settled

**30. Niki Nunez v. Home Depot**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-406-2019-6656
<b>Nature</b>	Overtime Wages violations
<b>Status</b>	In Litigation

**31. Alma Salazar v. Frontier Toyota**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV20382
<b>Nature</b>	Rest Break violations
<b>Status</b>	Settled

**32. Josefina Garces v. Kar Auction Services**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV28489
<b>Nature</b>	Rest Break violations
<b>Status</b>	Settled

**33. Madison Weiss v. Niznik Behavior**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00039441-CU-OE-CTL
<b>Nature</b>	Meal and Rest Break violations
<b>Status</b>	Settled

**34. Jimmy Mack v. ERM Enterprises**

<b>Court</b>	Sacramento
<b>Case No.</b>	2019-00262259
<b>Nature</b>	Meal and Rest Break violations
<b>Status</b>	Settled

**35. Josefina Garces v. DriverDo**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV32773
<b>Nature</b>	Independent Contractor Misclassification

<b>Status</b>	In Litigation
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**36. Perseus Porras v. Tantalum Restaurant**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV31015
<b>Nature</b>	Unpaid Wages + Missed Meal/Rest Breaks
<b>Status</b>	Settled

**37. Dorcena Deutsch v. Scripps**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00036333-CU-OE-CTL
<b>Nature</b>	Regular Rate Miscalculation for Nurses
<b>Status</b>	Settled

**38. Josalyn O'Quinn v. Laugh Factory**

<b>Court</b>	Los Angeles
<b>Case No.</b>	19STCV28155
<b>Nature</b>	Regular Rate Miscalculation, Wage Theft
<b>Status</b>	In Litigation

**39. Nicholas Leon v. Miller Event Management**

<b>Court</b>	San Luis Obispo
<b>Case No.</b>	19CV-0435
<b>Nature</b>	Meal/Rest Breaks, Reporting Time, 2802
<b>Status</b>	Settled

**40. Aaris Watts v. TRL Systems**

<b>Court</b>	Orange County
<b>Case No.</b>	30-2019-01102457-CU-OE-CXC
<b>Nature</b>	Meal/Rest Breaks, Reporting Time
<b>Status</b>	Settled

**41. Faith Smith v. Island Pizza**

<b>Court</b>	Contra Costa
<b>Case No.</b>	MSC19-01654
<b>Nature</b>	Meal/Rest Breaks, 226, 2802
<b>Status</b>	Settled

**42. Johnathan Roa v. Otay Mesa Sales**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00057735-CU-OE-CTL
<b>Nature</b>	Meal/Rest Breaks, 226
<b>Status</b>	Settled

**43. Sabrina Ivon v. Sinclair Television of California**

<b>Court</b>	Humboldt
<b>Case No.</b>	DR190699
<b>Nature</b>	Vaquero
<b>Status</b>	Settled

**44. Jonathan Mitchell v. Mack Trucking**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVDS1928334
<b>Nature</b>	Independent Contractor Misclassification
<b>Status</b>	Settled

**45. Curtis Edwards v. Resolve Group**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-19-579095
<b>Nature</b>	Meal & Rest Breaks + 2802
<b>Status</b>	Settled

**46. Elena Kiseleva v. TotalMed Staffing, Inc**

<b>Court</b>	Santa Clara
<b>Case No.</b>	19CV354635
<b>Nature</b>	Overtime + Meal and Rest Breaks
<b>Status</b>	Settled

**47. Richard Jer Vang v. Bridge Property Management**

<b>Court</b>	Alameda
<b>Judge</b>	Winfred Smith
<b>Nature</b>	Off the clock work, regular rate miscalc.
<b>Status</b>	Settled

**48. Madison Marrero v. Stat Med**

<b>Court</b>	Alameda
<b>Case No.</b>	HG19043214
<b>Nature</b>	Unpaid Overtime + Meal/Rest Breaks
<b>Status</b>	Settled

**49. Brian Reyes v. Stowasser Buick-GMC**

<b>Court</b>	Santa Barbara
<b>Case No.</b>	19CV06183
<b>Nature</b>	Vaquero
<b>Status</b>	Settled

**50. Erik Foss v. Anderson Hospitality, Inc.**

<b>Court</b>	Shasta
<b>Case No.</b>	195317
<b>OPC</b>	Wood Smith – Andrew Kleiner
<b>Nature</b>	Meal and Rest Breaks, Regular Rate
<b>Status</b>	Settled

**51. Griselda Duran v. EmployBridge**

<b>Court</b>	Kern
<b>Case No.</b>	BCV-20-101583
<b>Nature</b>	Regular Rate, 226
<b>Status</b>	In Litigation

**52. Luis Rendon v. Healthcare Investments, Inc.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	20STCV39775
<b>Nature</b>	Meal and Rest Breaks
<b>Status</b>	Settled

**53. Richard Melead v. TVI, Inc.**

<b>Court</b>	Orange
<b>Case No.</b>	30-2020-01140887-CU-OE-CXC
<b>Nature</b>	Regular Rate, 226 (Magadia)
<b>Status</b>	Settled

**54. David Spencer v. Asset Gas, Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2020-00024642-CU-OE-CTL
<b>Nature</b>	Meal and Rest Breaks
<b>Status</b>	Settled

**55. Thomas Haven v. California Vocations, Inc.**

<b>Court</b>	Butte
<b>Case No.</b>	20CV01514
<b>Nature</b>	Regular Rate + Meal and Rest Breaks
<b>Status</b>	Settled

**56. Estefania Renteria v. Love's Country**

<b>Court</b>	Kern
<b>Case No.</b>	BCV-20-101260
<b>Nature</b>	226
<b>Status</b>	Settled

**57. Rachel Latin v. OneMain General Services Corp.**

<b>Court</b>	Stanislaus
<b>Case No.</b>	CV-20-002498
<b>Nature</b>	Dart + Magadia
<b>Status</b>	Settled

**58. Kalaina Dula v. 2 Kings Gaming, Inc.**

<b>Court</b>	Merced
<b>Case No.</b>	#20CV-02289
<b>Nature</b>	Meal and Rest Breaks
<b>Status</b>	Settled

**59. Jie Xu v. HT Multinational**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIV-DS2015679
<b>Nature</b>	Exempt Misclassification
<b>Status</b>	Settled

**60. Yvette Molina v. Hawaiian Airlines**

<b>Court</b>	Los Angeles
<b>Case No.</b>	20STCV28079
<b>Nature</b>	Meal and Rest + Magadia
<b>Status</b>	Settled

**61. Reinald Pillsbury v. T & T Restaurants CA**

<b>Court</b>	Del Norte
<b>Case No.</b>	CVUJ-2020-1214
<b>Nature</b>	Meal/Rest Breaks + Regular Rate
<b>Status</b>	Settled

**62. Luis de Jesus v. Guardian Angel Home Care**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2020-00021049-CU-OE-CTL
<b>Nature</b>	Piece-Rate
<b>Status</b>	Settled

**63. Charles Sandlin v. Secure Nursing Services, Inc.**

<b>Court</b>	Los Angeles
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<b>Case No.</b>	20STCV25675
<b>Nature</b>	Regular Rate
<b>Status</b>	Settled

**64. Gabriel Mendez v. Bondz, Inc.**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-UOE-2020-0007486
<b>Nature</b>	Piece-Rate
<b>Status</b>	Settled

**65. James Conley v. Siskiyou Forest Products**

<b>Court</b>	Shasta
<b>Case No.</b>	195819
<b>Nature</b>	Regular Rate and Meal/Rest Breaks + 226
<b>Status</b>	Settled

**66. Alex Castellanos v. Southwest Patrol**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2020-00024905-CU-OE-CTL
<b>Nature</b>	Augutus
<b>Status</b>	Settled

**67. Damien Hampton v. Pegasus Investors**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2020-00281394-CU-BT-GDS
<b>Nature</b>	Unlawful Housing
<b>Status</b>	Settled

**68. Tamara Perkins v. FSEI**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2020-00287054
<b>Nature</b>	Regular Rate
<b>Status</b>	Settled

**69. Rodney Stovall v. Javelin Logistics Company**

<b>Court</b>	Alameda
<b>Case No.</b>	RG20075705
<b>Nature</b>	Meal / Rest Breaks
<b>Status</b>	Settled

**70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-20-585787

<b>Nature</b>	Tip Pooling ; Magadia
<b>Status</b>	Settled

**71. Elias Kaser v. Aviation Consultants, Inc.**

<b>Court</b>	Orange County
<b>Case No.</b>	
<b>Nature</b>	Meal / Rest Breaks, Regular Rate
<b>Status</b>	Settled

**72. Christopher Chacon v. Panda Motors, Inc.**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIV DS2022220
<b>Nature</b>	Regular Rate
<b>Status</b>	Settled

**73. Willie Lang v. Pathways**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2019-00049969
<b>Nature</b>	Off the Clock
<b>Status</b>	Settled

**74. Norma Reyes v. Simpson Garden Grove, Inc.**

<b>Court</b>	Orange
<b>Case No.</b>	30-2020-0117564-CU-OE-CJC
<b>Nature</b>	Meal / Rest Breaks
<b>Status</b>	Settled

**75. Daniel Jacobs v. Rush Media Company**

<b>Court</b>	Los Angeles
<b>Case No.</b>	20STCV32350
<b>Nature</b>	Independent Contractor Misclassification
<b>Status</b>	Settled

**76. Luis Ledesma v. TVJ Sons I, Inc.**

<b>Court</b>	Santa Barbara
<b>Case No.</b>	20CV03573
<b>Nature</b>	Vaquero
<b>Status</b>	Settled

**77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)**

<b>Court</b>	Los Angeles
<b>Case No.</b>	
<b>Nature</b>	Off the clock work

<b>Status</b>	Settled
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**78. Hector Avitia v. LAZ Parking**

<b>Court</b>	San Diego
<b>Case No</b>	37-2020-00030133-CU-OE-CTL
<b>Nature</b>	Magadia + Augustus
<b>Status</b>	Settled

**79. Sukhraj Kaur v. ACES 2020, LLC**

<b>Court</b>	Contra Costa
<b>Case No.</b>	C20-02482
<b>Nature</b>	Meal/Rest Breaks, 2802
<b>Status</b>	Settled

**80. Michael Boaventura v. Rei Do Gado**

<b>Court</b>	Contra Costa
<b>Case No.</b>	37-2020-00032342-CU-OE-CTL
<b>Nature</b>	Meal/Rest Breaks, 2802
<b>Status</b>	Litigation

**81. James Rachal v. ELG Metals, Inc.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	20STCV45861
<b>Nature</b>	Meal/Rest Breaks, Regular Rate
<b>Status</b>	Settled

**82. Evelyn Nwansi v. Princeton Healthcare Center, LLC**

<b>Court</b>	Alameda
<b>Case No.</b>	RG20083664
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**83. Michael Ashlock v. Advantis Medical Staffing**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2020-00022305-CU-OE-CTL
<b>Nature</b>	Regular Rate
<b>Status</b>	Settled

**84. Moe Popal v. Ameriprise Auto & Home Insurance**

<b>Court</b>	Riverside
<b>Case No.</b>	RIC2000006
<b>Nature</b>	Exempt/Non-Exempt Misclassification



<b>Status</b>	Settled
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**85. Mark Williams v. Web to Door**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-20-588382
<b>Nature</b>	Meal and Rest Break + Regular Rate
<b>Status</b>	Settled

**86. Jessica Barackman v. Teaz N Pleaz, Inc.**

<b>Court</b>	El Dorado
<b>Case No.</b>	SC20200179
<b>Nature</b>	Meal/Rest Breaks, Seating
<b>Status</b>	Settled

**87. Nicolas Neutall v. Urban Alchemy**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-20-588622
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**88. Courtney Arneson v. Bahn Thai, Inc.**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2021-00295429
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**89. Carlos Cortez v. M & M Automotive Group, LLC.**

<b>Court</b>	Alameda
<b>Case No.</b>	HG21086853
<b>Nature</b>	Violation of PAGA
<b>Status</b>	In Litigation

**90. Christian Soltero v. Summit Pizza West, LLC**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00001288-CU-OE-CTL
<b>Nature</b>	Meal/Rest Breaks, 2698
<b>Status</b>	Settled

**91. Traci Pollinger v. Hoehn Motors, Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00003888-CU-OE-CTL
<b>Nature</b>	Violation of PAGA

<b>Status</b>	Settled
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**92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC**

<b>Court</b>	Orange
<b>Case No.</b>	30-2021-01181315-CU-OE-CXC
<b>Nature</b>	Violation of PAGA
<b>Status</b>	Settled

**93. Shasta Collins v. Hilton Management, LLC**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-21-590959
<b>Nature</b>	Violation of PAGA
<b>Status</b>	In Litigation

**94. Amanda Hernandez v. Parenting Network, Inc.**

<b>Court</b>	Tulare
<b>Case No.</b>	VCU287027
<b>Nature</b>	Meal/Rest Breaks, PAGA
<b>Status</b>	Settled

**95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.**

<b>Court</b>	Monterey
<b>Case No.</b>	21CV001535
<b>Nature</b>	Violation of PAGA
<b>Status</b>	Settled

**96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2021-00301656
<b>Nature</b>	Meal/Rest Breaks, PAGA
<b>Status</b>	Settled

**97. Pedro Rodriguez v. R.M. Parks Place, Inc.**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-UOE-2021-0006050
<b>Nature</b>	Meal/Rest Breaks, PAGA
<b>Status</b>	Settled

**98. David Ezell v. Diab Leasing, Inc.**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2021-00305329
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime

<b>Status</b>	Settled
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**99. Bria Ware v. Shake Shack Enterprise, LLC.**

<b>Court</b>	Alameda
<b>Case No.</b>	21CV002063
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**100. Latisha Anderson v. Barton Meyers Associates, Inc.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV43314
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**101. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC**

<b>Court</b>	Alameda
<b>Case No.</b>	21CV003531
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**102. Jermell Jones v. Greenlawn Funeral Homes**

<b>Court</b>	Kern
<b>Case No.</b>	BCV-21-102356
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**103. Jesus Marin v. Chipotle Services, LLC.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00051618
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**104. Daniel Rosas v. WSD Engineering, Inc.**

<b>Court</b>	Alameda
<b>Case No.</b>	RG21086699
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**105. Isaiah Davis v. RPM Juice, Inc.**

<b>Court</b>	San Francisco
<b>Case No.</b>	21STCV14755
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA

<b>Status</b>	Settled
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**106. Christiane Hilden v. Oakwood Village, Inc.**

<b>Court</b>	Placer
<b>Case No.</b>	S-CV-0046676
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**107. Jose Garcia v. Ferma Greenbox**

<b>Court</b>	Alameda
<b>Case No.</b>	RG21101104
<b>Nature</b>	Unpaid Wages, PAGA
<b>Status</b>	Settled

**108. Brittney Jones v. ASD6**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00016864-CU-OE-CTL
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**109. Melina Wilson v. Spreen Honda**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB2119857
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**110. Anthony Lopez v. Ferro Automotive**

<b>Court</b>	Solano
<b>Case No.</b>	FCS056580
<b>Nature</b>	PAGA
<b>Status</b>	In Litigation

**111. Michael Nash v. K. Hovnanian**

<b>Court</b>	Riverside
<b>Case No.</b>	RIC2003319
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	In Litigation

**112. Katsiaryna Karnachova v. INTO North America, Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00023758-CU-OE-CTL
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA

<b>Status</b>	Settled
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**113. Emily Tolosa v. Kensington Redwood City, LLC**

<b>Court</b>	San Mateo
<b>Case No.</b>	21-CIV-03030
<b>Nature</b>	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**114. Gabriel Guzman v. Vulcan Materials Company**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00024583-CU-OE-CTL
<b>Nature</b>	Unpaid Wages, PAGA
<b>Status</b>	Settled

**115. Cristal Rodriguez v. EAH , Inc.**

<b>Court</b>	Santa Cruz
<b>Case No.</b>	21CV00884
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**116. Natalie Chrestensen v. Northeastern Rural Health Clinics**

<b>Court</b>	Lassen
<b>Case No.</b>	63703
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**117. Khozama Almahdi v. Vitamin Shoppe Industries**

<b>Court</b>	Santa Clara
<b>Case No.</b>	20CV365150
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**118. Omar Vejar v. Finline Woodworking, Inc.**

<b>Court</b>	Orange
<b>Case No.</b>	30-2021-01208607-CU-OE-CXC
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**119. Janelle Harris v. 7Cuts, LLC**

<b>Court</b>	Contra Costa
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<b>Case No.</b>	MSC21-01375
<b>Nature</b>	Meal/Rest Breaks, Wage Statement Violations, PAGA
<b>Status</b>	Settled

**120. Claudia Nunez v. The Whole Child**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV25160
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**121. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC**

<b>Court</b>	Solano
<b>Case No.</b>	FCS056804
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	In Litigation

**122. Michael Harrington v. Genesis Private Security**

<b>Court</b>	Alameda
<b>Case No.</b>	RG21105476
<b>Nature</b>	Wage Statement
<b>Status</b>	Settled

**123. Robert Baray v. Curation Foods**

<b>Court</b>	Santa Barbara
<b>Case No.</b>	21CV2834
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**124. James Aguilar v. T & K**

<b>Court</b>	Santa Clara
<b>Case No.</b>	21CV384674
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
<b>Status</b>	Settled

**125. Arthur Gutierrez v. Anning Company**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21PSCV00785
<b>Nature</b>	Unpaid Wages, PAGA
<b>Status</b>	Settled

**126. Phillip Soto v. Niki Investments**

<b>Court</b>	Orange
<b>Case No.</b>	30-2021-01213064-CU-OE-CXC
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**127. John Icabceta v. Integrated Protection Corp.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV28920
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**128. Jose Garcia v. Pacific Shellfish Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00021898-CU-OE-CTL
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**129. Geneva Putman v. Winco Holdings, Inc.**

<b>Court</b>	Sacramento
<b>Case No.</b>	2:21-cv-01760-MCE-JDP
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	In Litigation

**130. Alahjah Brown v. NRI USA, Inc.**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB0228407
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**131. Isabella Ruiz v. Tiwana & Sons, Inc.**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-400-2021-6420
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**132. Tausha Griswold v. Savings Bank of Menocino County**

<b>Court</b>	Mendocino
<b>Case No.</b>	21CV00670
<b>Nature</b>	Wage Statement Violations, PAGA
<b>Status</b>	Settled

**133. Dino Desanctis v. Douglas Products and Packaging Company, LLC**

<b>Court</b>	Contra Costa
<b>Case No.</b>	C21-01874
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**134. Joe Moreno v. Rambo, LLC.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00038129-CU-OE-CTL
<b>Nature</b>	PAGA
<b>Status</b>	In Litigation

**135. Sara Chiu v. Cornish & Carey (NewMark)**

<b>Court</b>	Alameda
<b>Case No.</b>	34-2021-00295429
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**136. Norman Respass v. The Scion Group**

<b>Court</b>	Eastern District
<b>Case No.</b>	2:20-cv-02307-MCE-JDP
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**137. Jalil Hasim v. The Davey Tree Expert Company**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-21-595544
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**138. Devin Terrell v. KaiserAir**

<b>Court</b>	Alameda
<b>Case No.</b>	RG21113701
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**139. Michelle Lee v. Aveanna Healthcare AS, LLC**

<b>Court</b>	Santa Clara
<b>Case No.</b>	21CV387081
<b>Nature</b>	PAGA
<b>Status</b>	Settled



**140. Annklein Pacia v. Kilroy Realty, L.P.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV20624
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
<b>Status</b>	Settled

**141. Lydia Wedan v. Lakeport Post Acute, LLC**

<b>Court</b>	Lake
<b>Case No.</b>	CV-422113
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**142. Dante Henderson v. Bizon Group, Inc.**

<b>Court</b>	Alameda
<b>Case No.</b>	HG21115170
<b>Nature</b>	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**143. Noemy Flores v. Aven Group, Inc.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV36642
<b>Nature</b>	Wage Order 5
<b>Status</b>	Settled

**144. Alissa Whitney v. Five J's Family Enterprises**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB 2129063
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
<b>Status</b>	Settled

**145. Ricardo Rodriguez v. Employbridge**

<b>Court</b>	Ventura
<b>Case No.</b>	56-2021-00559039-CU-OE-VTA
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**146. Amanda Patterson v. RCSH Operations, Inc.**

<b>Court</b>	Contra Costa
<b>Case No.</b>	MSC21-02077
<b>Nature</b>	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA

<b>Status</b>	Settled
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**147. Tyra Toler v. Total Testing Solutions LLC**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV38452
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**148. Juanita Allen v. Nissan of Stockton**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-UOE-2021-8956
<b>Nature</b>	PAGA
<b>Status</b>	In Litigation

**149. Paola Villalvazo v. SK Market Inc.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21STCV39911
<b>Nature</b>	PAGA
<b>Status</b>	Settled

**150. Luke Delacruz v. Walmart (Bonobos)**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00046421-CU-OE-CTL
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime, PAGA
<b>Status</b>	Settled

**151. Tanya Ripley v. Cerner Corp.**

<b>Court</b>	Placer
<b>Case No.</b>	S-CV-0045961
<b>Nature</b>	Meal/Rest Breaks, Unpaid Overtime
<b>Status</b>	Settled

**152. Powell v. Core Community Organized Relief Effort**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-21-596527
<b>Nature</b>	Meal/Rest Breaks
<b>Status</b>	Settled

**153. Toshi Magee v. Children's Dentistry and Orthodontics**

<b>Court</b>	Merced
<b>Case No.</b>	21CV-03773

<b>Nature</b>	Regular Rate of Pay
<b>Status</b>	In Litigation

**154. Alisa Alvarez v. SLO Arches, Inc.**

<b>Court</b>	San Luis Obispo
<b>Case No.</b>	21CV-0533
<b>Nature</b>	Meal/Rest Breaks
<b>Status</b>	Settled

**155. Perla Rodriguez Gonzales v. CM School Supply, Inc.**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB2133207
<b>Nature</b>	Rounding
<b>Status</b>	In Litigation

**156. Parastoo Maboudi v. The Neiman Marcus Group LLC**

<b>Court</b>	Santa Clara
<b>Case No.</b>	22CV391973
<b>Nature</b>	Regular Rate of Pay Miscalculation
<b>Status</b>	Settled

**157. Michael Hillstrom v. Constellation Brands, Inc. et al.**

<b>Court</b>	Napa
<b>Case No.</b>	22CV000006
<b>Nature</b>	Regular Rate of Pay
<b>Status</b>	Settled

**158. Chanda Young v. Breakfast Republic**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2022-00005487-CU-OE-CTL
<b>Nature</b>	Meal/Rest Break
<b>Status</b>	Settled

**159. Maria Tabarez v. Alta Hospitals System LLC**

<b>Court</b>	Los Angeles
<b>Case No.</b>	5220001658
<b>Nature</b>	Meal/Rest Break
<b>Status</b>	In Litigation

**160. Luther Roddy v. O'Neil Beverages**

<b>Court</b>	Marin
<b>Case No.</b>	CIV2200067

<b>Nature</b>	Various
<b>Status</b>	Settled

**161. David Stevens v. Kamps Propane, Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00016367-CU-OE-CTL
<b>Nature</b>	Various
<b>Status</b>	In Litigation

**162. Veronica Maravilla v. Venus Et Fleur, LLC**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00016367-CU-OE-CTL
<b>Nature</b>	Various
<b>Status</b>	Settled

**163. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV18688
<b>Nature</b>	Various
<b>Status</b>	Settled

**164. Daraka Banks v. General Motors LLC et al.**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB2203661
<b>Nature</b>	Meal/Rest Breaks
<b>Status</b>	In Litigation

**165. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-UOE-2022-0000452
<b>Nature</b>	Regular Rate of Pay
<b>Status</b>	Settled

**166. Tyler Sneed v. Sunroad Auto, LLC et al.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2022-00007661
<b>Nature</b>	Various
<b>Status</b>	In Litigation

**167. Halie Williamson v. Stan Hotel**

<b>Court</b>	Stanislaus
<b>Case No.</b>	CV-21-006861

<b>Nature</b>	Meal/Rest Periods
<b>Status</b>	In Litigation

**168. Andrew Hernandez v. USGI dba Upland Group**

<b>Court</b>	Orange
<b>Case No.</b>	30-2022-01250099
<b>Nature</b>	Augustus
<b>Status</b>	In Litigation

**169. Alexa Lowe v. Ash's First LLC et al.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2022-00010114
<b>Nature</b>	Various
<b>Status</b>	In Litigation

**170. Marquan Nesbitt v. Autonomous, Inc.**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB2204742
<b>Nature</b>	Regular Rate of Pay
<b>Status</b>	Settled

**171. Luis De Jesus Claudio v. Uni Care Home Health Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2022-00003063-CU-OE-CTL
<b>Nature</b>	Piece-Rate
<b>Status</b>	Settled

**172. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties**

<b>Court</b>	San Bernardino
<b>Case No.</b>	CIVSB2207363
<b>Nature</b>	Wage Statement
<b>Status</b>	Settled

**173. Serenity Jean Dewolf v. Mountain Counties Supply Company**

<b>Court</b>	Siskiyou
<b>Case No.</b>	SCCV-CVCV-2022-329
<b>Nature</b>	Meal/Rest Breaks
<b>Status</b>	In Litigation

**174. Jeannete Gomes v. Homeaglow Inc.**

<b>Court</b>	San Joaquin / Los Angeles
<b>Case No.</b>	22STCV27159

<b>Nature</b>	Independent Contractor Misclassification
<b>Status</b>	In Litigation

**175. Manuel Villa v. Trillium Pumps USA, Inc.**

<b>Court</b>	Fresno
<b>Case No.</b>	22CECG01104
<b>Nature</b>	Rounding
<b>Status</b>	Settled

**176. Kimberlee Califano v. Alvarado Parkway Institute Behavioral Health Systems et al.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2021-00021168
<b>Nature</b>	Meal/Rest Break
<b>Status</b>	Settled

**177. Alan Carrillo Rodriguez v. Titan Workforce**

<b>Court</b>	San Joaquin
<b>Case No.</b>	STK-CV-UOE-2022-0003036
<b>Nature</b>	Meal/Rest
<b>Status</b>	Settled

**178. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-22-599270
<b>Nature</b>	Rounding
<b>Status</b>	Settled

**179. Manuel Fimbres et al. v. Dreamstyle Remodling of California, LLC et al.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2022-00013690
<b>Nature</b>	Piece-Rate
<b>Status</b>	Settled

**180. Abigail Chamberlan v. Classic VMS, Inc. et al.**

<b>Court</b>	Yolo
<b>Case No.</b>	CV2022-0652
<b>Nature</b>	Meal/Rest
<b>Status</b>	Settled

**181. Marvin Glenn Holloway v. Water Damage Rescue, Inc.**

<b>Court</b>	Sacramento
<b>Case No.</b>	34-2022-00319781

<b>Nature</b>	Meal/Rest Breaks
<b>Status</b>	Settled

**182. John Schilder v. Tenderloin Neighborhood Development Corporation**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-22-599603
<b>Nature</b>	Various
<b>Status</b>	In Litigation

**183. Kira Chambers v. Bass Medical Group**

<b>Court</b>	Contra Costa
<b>Case No.</b>	C22-01058
<b>Nature</b>	Independent Contractor Misclassification
<b>Status</b>	Settled

**184. Oscar Almanza v. Hope of the Valley Rescue Mission**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV17591
<b>Nature</b>	Rounding
<b>Status</b>	Settled

**185. Janene J. Caracaus v. Danny's Home Health Care Inc.**

<b>Court</b>	San Diego
<b>Case No.</b>	37-2022-00020531
<b>Nature</b>	Piece Rate
<b>Status</b>	In Litigation

**186. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV18259
<b>Nature</b>	COVID-Screening Off-The-Clock
<b>Status</b>	In Litigation

**187. Jesus Garica v. The Beach Chalet, L.P.**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-22-600090
<b>Nature</b>	Meal/Rest
<b>Status</b>	In Litigation

**188. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV12086

<b>Nature</b>	Wage Statement
<b>Status</b>	Settled

**189. Kyle Richard Dawkins v. Coalition For Responsible Community Development**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV19341
<b>Nature</b>	Various
<b>Status</b>	In Litigation

**190. Brennan Howard v. Koulox Enterprises**

<b>Court</b>	Los Angeles
<b>Case No.</b>	21GDCV01154
<b>Nature</b>	Meal/Rest Breaks
<b>Status</b>	In Litigation

**191. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.**

<b>Court</b>	Riverside
<b>Case No.</b>	CVRI2202569
<b>Nature</b>	Wage Statement
<b>Status</b>	In Litigation

**192. Kaliyah Martin v. Blend Labs et al.**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-22-600420
<b>Nature</b>	Regular Rate Miscalculations
<b>Status</b>	Settled

**193. Cesar Cando v. Academy Valet Parking Service, Inc.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV21833
<b>Nature</b>	Various
<b>Status</b>	Settled

**194. Carlos Pinkney v. Patrol Masters Security Services, Inc.**

<b>Court</b>	Orange
<b>Case No.</b>	30-2021-01213869-CU-OE-CXC
<b>Nature</b>	Labor Code 204
<b>Status</b>	In Litigation

**195. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse**

<b>Court</b>	Stanislaus
<b>Case No.</b>	CV-22-003127



<b>Nature</b>	Meal/Rest Break
<b>Status</b>	In Litigation

**196. Brad Klein v. Redzone Security Inc.**

<b>Court</b>	Riverside
<b>Case No.</b>	CVRI2202841
<b>Nature</b>	Augustus
<b>Status</b>	In Litigation

**197. Steve Martinez v. Radiant Services Corp.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV23115
<b>Nature</b>	Off-the-Clock
<b>Status</b>	In Litigation

**198. Daniel Kennedy v. HCL America Solutions Inc. et al.**

<b>Court</b>	San Francisco
<b>Case No.</b>	CGC-22-603642
<b>Nature</b>	Various
<b>Status</b>	In Litigation

**199. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.**

<b>Court</b>	Nevada
<b>Case No.</b>	CU0000023
<b>Nature</b>	Various
<b>Status</b>	Settled

**200. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.**

<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV13175
<b>Nature</b>	Rounding
<b>Status</b>	In Litigation

**201. Britney Clarke v. St. Anne's Maternity Home et al.**














<b>Court</b>	Los Angeles
<b>Case No.</b>	22STCV14674
<b>Nature</b>	Wage Order 5
<b>Status</b>	Settled

**EXHIBIT #2**

# Activities Export

03/01/2024

4:30 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/25/2019		Travel to/from and attend meeting with the client.  Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	3.50h	\$500.00	-	\$1,750.00
02/04/2019		Emails with co-counsel and discuss execution of retainer agreement.  Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	1.00h	\$500.00	-	\$500.00
02/08/2019		Emails with co-counsel regarding approval of the complaint. Create file in system.  Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.50h	\$500.00	-	\$250.00
03/19/2019		Emails and telephone conversation with co-counsel regarding status and meeting with the client.  Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.50h	\$500.00	-	\$250.00
04/03/2019		Travel to/from co-counsel office for meeting with client to discuss various matters and meeting with client.  Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	2.50h	\$500.00	-	\$1,250.00
04/22/2019		Review status of case and district court docket for status of removal and remand.  Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.40h	\$500.00	-	\$200.00
04/24/2019		Review filed complaint. Review dockets in state and federal court and discuss status with co-counsel. Upload relevant documents to CLIO. Calendar all	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.80h	\$500.00	-	\$400.00
					<b>22.40h</b>		<b>\$0.00</b>	<b>\$11,867.50</b>
							0.00h	22.40h

# Activities Export

03/01/2024

4:30 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		relevant dates. Discuss status with co-counsel. ● Unbilled						
04/28/2019	🕒	Review dockets and update calendar regarding upcoming motion to remand. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$500.00	-	\$150.00
05/09/2019	🕒	Telephone conversation with the client regarding the upcoming hearing on 5/13/19. Follow up call with co-counsel. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.50h	\$500.00	-	\$250.00
05/14/2019	🕒	Follow up on ENE and status of motion to remand. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$500.00	-	\$150.00
05/22/2019	🕒	Review VM from client. Call her back and left a VM. Telephone conversation with client. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.40h	\$500.00	-	\$200.00
05/22/2019	🕒	Review notice of taxing of costs. Legal research accordingly. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.50h	\$500.00	-	\$250.00
07/10/2019	🕒	Review motion to remand documents and upload to CLIO. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	1.00h	\$500.00	-	\$500.00
08/25/2019	🕒	Review notice of related case and discuss with co-counsel. Upload to CLIO. Research dockets and	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.70h	\$500.00	-	\$350.00
					<b>22.40h</b>		<b>\$0.00</b>	<b>\$11,867.50</b>
							0.00h	22.40h

# Activities Export

03/01/2024

















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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		pleadings in related case. ● Unbilled						
01/18/2021	🕒	emails with co-counsel regarding status. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.20h	\$500.00	-	\$100.00
12/21/2021	🕒	Emails regarding JPA ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.40h	\$500.00	-	\$200.00
04/13/2022	🕒	Emails with co-counsel regarding newly filed related cases and JPA ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
06/08/2022	🕒	Emails with co-counsel regarding status of case ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
06/28/2022	🕒	Emails with co-counsel regarding status of case ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
07/07/2022	🕒	Emails with co-counsel regarding status of case ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
07/12/2022	🕒	Emails with co-counsel regarding status of case and rescheduling of a second mediation session. ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
12/01/2022	🕒	Emails with co-counsel regarding status of case ● Unbilled	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
					<b>22.40h</b>		<b>\$0.00</b>	<b>\$11,867.50</b>
							0.00h	22.40h

# Activities Export

03/01/2024

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/11/2023		Call with co-counsel regarding status of case 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
02/06/2023		Call with co-counsel regarding status of case 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
03/03/2023		Call with co-counsel regarding status of case 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
04/11/2023		Call with co-counsel regarding status of case. Emails with co-counsel regarding new plaintiff/rep and execute fee agreement. 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.50h	\$575.00	-	\$287.50
04/27/2023		Work on the SAR 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	1.50h	\$575.00	-	\$862.50
07/06/2023		Work on the MPA 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	1.50h	\$575.00	-	\$862.50
07/13/2023		Final review of the SAR and coordinate execution 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	1.00h	\$575.00	-	\$575.00
07/13/2023		Emails with co-counsel regarding status of MPA and provide documents in support. 	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.30h	\$575.00	-	\$172.50
					<b>22.40h</b>		<b>\$0.00</b>	<b>\$11,867.50</b>
							0.00h	22.40h

# Activities Export

03/01/2024

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/08/2023	 Unbilled	Review order and upload to system. Calendar dates.	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.20h	\$575.00	-	\$115.00
08/08/2023	 Unbilled	Review order and upload to system. Calendar dates.	19201-Brown Ella Brown v. United Arilines	Shani Zakay	0.20h	\$575.00	-	\$115.00
02/29/2024	 Unbilled	Work on the motion for fees and supporting documents for the same.	19201-Brown Ella Brown v. United Arilines	Shani Zakay	1.00h	\$575.00	-	\$575.00
					<b>22.40h</b>		<b>\$0.00</b> 0.00h	<b>\$11,867.50</b> 22.40h

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[Additional Counsel Listed on Next Page]  
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF SAN DIEGO**

11  
12 **IN RE: UNITED AIRLINES WAGE  
AND HOUR CASES**

13 Included Actions:

14 **BROWN v. UNITED AIRLINES, INC.**  
15 San Diego County Superior Court  
Case No. 37-2019-00008533-CU-OE-CTL  
16 (Lead Case) (filed on February 14, 2019)

17 **ROBINSON vs. UNITED AIRLINES, INC.**  
18 Alameda County Superior Court  
Case No. RG19014578  
(filed on April 11, 2019)

19 **SANTOS vs. UNITED AIRLINES, INC.**  
20 San Francisco County Superior Court  
Case No. CGC-20-585926  
21 (filed on August 12, 2020)

22 **SANTOS vs. UNITED AIRLINES, INC.**  
23 San Francisco County Superior Court  
Case No. CGC-20-587208  
24 (filed on October 19, 2020)

Case No. **JCCP 5187**

**DECLARATION OF MICHAEL  
NOURMAND IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: April 5, 2024  
Time: 1:30 p.m.  
Judge: Hon. Katherine Bacal  
Dept.: 69

Complaint filed: February 14, 2019  
Trial date: None set



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**DECLARATION OF MICHAEL NOURMAND**

I, Michael Nourmand, say and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am the principal of The Nourmand Law Firm, APC, attorneys of record for plaintiff Roland Robinson (“Plaintiff”). As such, I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

**Class Counsel Are Experienced Class Litigators**

2. I graduated from UCLA with a B.A. in Political Science (Cum Laude) in 1994. Thereafter I attended Loyal Law school and graduated in May of 1998. I became a member of the California State Bar in December 1998. In September 1999, I along with my former business partner Bruce Kokozyan, started the law firm of Kokozyan & Nourmand LLP and began to represent plaintiffs in the area of personal injury, insurance bad-faith, employment law, wage and hour, and class actions. In June 2010, I dissolved my partnership at Kokozyan & Nourmand LLP and started The Nourmand Law Firm, APC exclusively representing plaintiffs in the areas of employment law, wage and hour, and class actions. Prior to starting my own law firm, I worked for a plaintiff’s law firm, Rose, Klein & Marias, Law Offices of Gary Bostwick and externed at the U.S. Attorney’s Office, Civil Fraud Division and U.S. Bankruptcy Court, Honorable Judge Barry Russell. I am admitted to practice in all state courts in California, the United States District Courts of California - Central District, Southern District, Northern District, Eastern District, Ninth Circuit Court of Appeal, and the United States Supreme Court. In July 2011 I was selected as one of 75 Top Labor & Employment Lawyers in California by the Daily Journal; in 2011 and 2012 I was selected as a Rising Star by Super Lawyers and in 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023 I was selected as a Super Lawyer by Super Lawyers. I was selected for inclusion in The Best Lawyers in America for 2016, 2017, 2018, 2019, 2020, 2021, 2022, and 2023. I am also an active member of the California Employment Lawyer’s Association (“CELA”), Consumer Attorneys of California (“CAOC”), National Employment Lawyer’s Association (“NELA”), Consumer Attorneys Association of Los Angeles (“CAALA”), California State Bar,

1 Labor and Employment Section, and the Los Angeles County Bar.

2 3. My associate James A. De Sario graduated from UCI with a B.A. in Political  
3 Science in 1998. Thereafter he attended University of West Los Angeles School of Law and  
4 graduated in 2006. Mr. De Sario became a member of the California State Bar in March 2009. In  
5 February 2009 Mr. De Sario became an associate at Kokozyan & Nourmand LLP and thereafter in  
6 June 2010 Mr. De Sario became a senior associate at The Nourmand Law Firm, APC. Mr. De  
7 Sario exclusively represented employees in the area of employment law, wage and hour litigation  
8 on an individual and class wide basis. Mr. De Sario is admitted to practice in all state courts in  
9 California, the United States District Courts of California - Central District, and Ninth Circuit  
10 Court of Appeal. Mr. De Sario is also an active member of the California Employment Lawyer's  
11 Association ("CELA"). Mr. De Sario recently was named as a Super Lawyer.

12 4. Class Counsel are respected members of the California Bar with strong records of  
13 vigorous and effective advocacy of their clients, and they are experienced in handling complex  
14 class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in this  
15 action, but they strongly and unequivocally support the proposed Settlement as being in the best  
16 interest of the Settlement Class based on the circumstances referenced herein. Class Counsel is  
17 experienced in wage and hour class action litigation. The Nourmand Law Firm, APC is acting as  
18 lead counsel in at least twenty other wage and hour class actions. Class Counsel has been  
19 appointed class counsel on several wage and hour class actions and one FACTA class action.  
20 Thus, Class Counsel is sufficiently experienced and qualified to evaluate the Class Members'  
21 claims and viability of Defendant's defenses.

22 5. In the opinion of Class Counsel, the recovery for each class member is well within  
23 the acceptable range for this type of action. This Settlement is also favorable given that Settlement  
24 Class will promptly receive compensation rather than facing uncertainties inherent in further  
25 litigation and waiting for years for this action to be tried. It is also telling that the Settlement Class  
26 have overwhelmingly supported the settlement on the terms set forth in the Settlement Agreement.  
27 Based on all considerations, this Settlement is highly favorable and is in the best interests of the  
28 Settlement Class.

1           **The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate**

2           6.       Class Counsel's application for an award of attorneys' fees in an amount of  
3 approximately one-third of the settlement value created on behalf of the Settlement Class is  
4 reasonable and fair. The requested fee falls on the lower end of the Ninth Circuit's historical  
5 benchmark for attorneys' fees of 20% to 50% of a common fund and is fair compensation for  
6 undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

7           7.       For Class Counsel, the fees here were wholly contingent in nature and the case  
8 presented far more risk than the usual contingent fee case. There was the prospect of the enormous  
9 cost inherent in class action litigation, as well as a long battle with a corporate defendant. That  
10 prospect has previously become reality, in both trial courts and the Court of Appeal in other wage  
11 and hour class litigation. Class Counsel risked not only a great deal of time, but also a great deal  
12 of expense to ensure the successful litigation of this action on behalf of all Class Members.

13           8.       My office will have worked approximately 771 hours. The hourly rate for The  
14 Nourmand Law Firm, APC in this case for Michael Nourmand is \$900 per hour; James A. De  
15 Sario is \$600 per hour; Paralegal is \$150 per hour; and Legal Assistant \$100 per hour. At Class  
16 Counsel's hourly rate, this results in a lodestar amount for The Nourmand Law Firm, APC of  
17 \$492,100 (283 x \$900 = \$254,700; 369 x \$600 = \$221,400; 82 x \$150 = \$12,300; and 37 x \$100 =  
18 \$3,700).

19           9.       A survey conducted by the National Law Journal for the year 2002 provides a  
20 sample of a billing rate for California Lawyers. In that survey, six California firms provided their  
21 hourly billing rates. Of those six firms, five regularly charge in excess of \$500.00 per hour for  
22 their partners. In fact, four of the firms charge as high as \$600.00, \$620.00, \$650.00, and up to  
23 \$850.00 per hour. These firms are located in Orange County, Los Angeles County, San Francisco  
24 County and San Diego County and are the types of firms that Plaintiffs' counsel regularly opposes  
25 in these class action cases. (See the National Law Journal Survey attached as Exhibit "1" to  
26 Nourmand Decl.). The only difference is that these defense attorneys are paid on a monthly basis  
27 and do not have to advance any costs on a case.

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1           10.     Finally, Class Counsel attach the Declaration of Richard Pearl in support of the  
2 Motion for Final Approval in the case of Rosa Cantu, et al v. Pacific Bell Telephone Company,  
3 Case No. BC441237, dated January 4, 2011. (See Declaration Richard Pearl attached as Exhibit  
4 “2” to Nourmand Decl.). Mr. Pearl specializes in issues related to cost-award attorney’s fees,  
5 including the representation of parties in fee litigation and appeals, serving as an expert witness,  
6 mediator and arbitrator in disputes concerning attorney’s fees and related issues. Mr. Pearl is also  
7 the author of California Attorney’s Fee Awards (3d ed Cal. CEB 2010), as well as the author of the  
8 Second Edition, years 1994 through 2008. He has also authored numerous other publications on  
9 attorney’s fees, as set forth in his Declaration. (Id. at ¶¶4-5).

10           11.     Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California.  
11 He confirms that courts have approved hourly rates of attorneys as follows.

- 12           ●     Rates of up to \$875.00 in Savaglio, et al. v. Wal-Mart, Alameda County Superior  
13           Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 14           ●     Rates of up to \$750.00 in Kashmiri et al. v. Regents of UC, San Francisco County  
15           Superior Court (before applying a 3.7 multiplier); and
- 16           ●     Rates of up to \$750.00 in Environmental Law Foundation v. Laidlaw Transit, Inc.,  
17           San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25  
18           multiplier). Id. at Pages 4 and 5.

19           12.     Additionally, Mr. Pearl has reviewed numerous declarations, depositions and  
20 surveys of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to  
21 \$775.00, \$795.00, \$800.00, \$855.00, \$950.00, etc. (Id. at pages 6-12). These are non-contingent  
22 rates where payment in full is expected promptly upon billing. (Id. at page 13). These rates  
23 indicate that the requested hourly rate, as well as a multiplier, is reasonable in the case-at-hand in  
24 view of Class Counsel’s experience, the result achieved in this case and the contingent nature of  
25 the fees in class action cases.

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1           13.     The following are the itemized litigation costs incurred by The Nourmand Law  
2 Firm, APC for the above-referenced matter:

3	(1)	Filing Fees	\$ 1,550.00
4	(2)	e-Filing Fees	\$ 140.24
5	(3)	Fax Filing Fees	\$ 93.50
6	(4)	Process Service	\$ 53.50
7	(5)	Court Call	\$ 312.00
8	(6)	Mediation	\$ 6,083.00
9	(7)	Settlement Administrator	\$ 1,710.75
10	(8)	Photocopies (2,078 x .20)	\$ 415.60
11	(9)	Postage	<u>\$ 121.81</u>
12			\$10,480.40

13           I declare under penalty of perjury under the laws of the State of California that the  
14 foregoing is true and correct this 13<sup>th</sup> day of March 2024, at Beverly Hills, California.

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/s/ Michael Nourmand  
Michael Nourmand

# EXHIBIT “1”

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## A Firm-by-Firm Sampling of Billing Rates Nationwide

The National Law Journal asked the respondents to its 2002 survey of the nation's 250 largest law firms to provide hourly billing rate information for partners and associates firmwide. The firms that supply information -- including some firms that are not in the NLJ 250 -- are listed below in alphabetical order. The number after a firm's name indicates the total number of attorneys at that firm. The city listed before the name of a firm is the location of the firm's principal office or largest office.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

### A B C D

**Akin, Gump, Strauss, Hauer & Feld (1,017)**  
(Washington, D.C.)  
Partners \$350-\$600  
Associates \$170-\$330

**Alston & Bird (674)**  
(Atlanta)  
Partners \$330-\$575  
Associates \$170-\$500

**Altheimer & Gray (361)**  
(Chicago)  
Partners \$220-\$525  
Associates \$115-\$360

**Andrews & Kurth (375)**  
(Houston)  
Partners \$310-\$595  
Associates \$170-\$400

**Arent Fox Kintner Plotkin & Kahn (249)**  
(Washington, D.C.)  
Partners \$315-\$560  
Associates \$165-\$360

**Armstrong Teasdale (230)**  
(St. Louis)  
Partners \$210-\$310  
Associates \$105-\$240

**Arter & Hadden (273)**  
(Cleveland)  
Partners \$215-\$450  
Associates \$150-\$285

**Baker, Donelson, Bearman & Caldwell (240)**  
(Memphis, Tenn.)  
Partners \$175-\$480  
Associates \$110-\$275

**Ballard Spahr Andrews & Ingersoll (441)**  
(Philadelphia)

**Kelley Drye & Warren (358)**  
(New York)  
Partners \$300-\$590  
Associates \$180-\$375

**Kramer Levin Natolis & Frankel (285)**  
(New York)  
Partners \$440-\$625  
Associates \$210-\$440

### L M N

**Lane Powell Spears Lubersky (175)**  
(Seattle)  
Partners \$225-\$380  
Associates \$175-\$260

**Lewis, Rice & Fingersh (170)**  
(St. Louis)  
Partners \$160-\$355  
Associates \$110-\$270

**Little Mendelson (395)**  
(San Francisco)  
Partners \$220-\$440  
Associates \$135-\$350

**Locke Liddell & Sapp (408)**  
(Houston)  
Partners \$300-\$595  
Associates \$150-\$340

**Loeb & Loeb (175)**  
(Los Angeles)  
Partners \$350-\$650  
Associates \$185-\$325

**Lord, Bissell & Brook (325)**  
(Chicago)  
Partners \$165-\$510  
Associates \$140-\$285

**Lowenstein Sandler (193)**  
(Roseland, N.J.)



Partners \$240-\$525  
Associates \$145-\$300

**Bell, Boyd & Lloyd (226)**  
(Chicago)  
Partners \$250-\$550  
Associates \$200-\$275

**Blackwell Sanders Peper Martin (301)**  
(Kansas City, Mo.)  
Partners \$165-\$410  
Associates \$110-\$210

**Blank Rome Comisky & McCauley (398)**  
(Philadelphia)  
Partners \$285-\$565  
Associates \$175-\$360

**Boult, Cummings, Conners & Berry (89)**  
(Nashville, Tenn.)  
Partners \$185-\$375  
Associates \$138-\$235

**Bracewell & Patterson (302)**  
(Houston)  
Partners \$210-\$600  
Associates \$125-\$325

**Bradley, Arant, Rose & White (181)**  
(Birmingham, Ala.)  
Partners \$205-\$365  
Associates \$150-\$275

**Brinks Hofer Gilson & Lione (138)**  
(Chicago)  
Partners \$195-\$500  
Associates \$165-\$290

**Bryan Cave (841)**  
(St. Louis)  
Partners \$225-\$720  
Associates \$135-\$410

**Buchalter, Nemer, Fields & Younger (137)**  
(Los Angeles)  
Partners \$310-\$450  
Associates \$160-\$350

**Buchanan Ingersoll (302)**  
(Pittsburgh)  
Partners \$225-\$720  
Associates \$135-\$360

**Buckingham, Doolittle & Burroughs (135)**  
(Akron, Ohio)  
Partners \$205-\$360  
Associates \$135-\$260

**Burns, Doane, Swicker & Mathis (97)**  
(Alexandria, Va.)  
Partners \$300-\$550  
Associates \$175-\$300

**Burr & Forman (169)**  
(Birmingham, Ala.)  
Partners \$205-\$365  
Associates \$140-\$225

**Burke Long (204)**  
(Detroit)  
Partners \$205-\$380  
Associates \$135-\$215

Partners \$285-\$525  
Associates \$140-\$295

**Lyce, Forward, Hamilton & Scripps (202)**  
(San Diego)  
Partners \$310-\$500  
Associates \$150-\$300

**Manatt, Phelps & Phillips (244)**  
(Los Angeles)  
Partners \$375-\$600  
Associates \$200-\$355

**Marshall, Dennehey, Warner, Coleman & Goggin (288)**  
(Philadelphia)  
Partners \$130-\$255  
Associates \$115-\$180

**Mathews and Branscomb (51)**  
(San Antonio)  
Partners \$175-\$325  
Associates \$125-\$195

**McCarter & English (270)**  
(Newark, N.J.)  
Partners \$250-\$495  
Associates \$140-\$285

**McGuireWoods (559)**  
(Richmond, Va.)  
Partners \$210-\$575  
Associates \$85-\$325

**Michael Best & Friedrich (349)**  
(Milwaukee)  
Partners \$180-\$425  
Associates \$180-\$240

**Miller, Canfield, Paddock and Stone (301)**  
(Detroit)  
Partners \$220-\$475  
Associates \$125-\$230

**Miller & Chevalier (123)**  
(Washington, D.C.)  
Partners \$320-\$650  
Associates \$175-\$340

**Miller Nash (140)**  
(Portland, Ore.)  
Partners \$210-\$350  
Associates \$125-\$225

**Nelson Mullins Rife & Scarborough (282)**  
(Columbia, S.C.)  
Partners \$200-\$390  
Associates \$145-\$270

**Nutter, McClennen & Fish (170)**  
(Boston)  
Partners \$330-\$480  
Associates \$175-\$300

## O - R

**Obermayer Rebmann Maxwell & Hippel (110)**  
(Philadelphia)  
Partners \$300-\$475  
Associates \$145-\$325

**Ogletree, Deakins, Nash, Smoak & Stewart (162)**

08/15/11

Cades Schutte Fleming & Wright (59) (Honolulu) Partners \$185-\$325 Associates \$135-\$205	(Atlanta) Partners \$200-\$460 Associates \$170-\$265
Carlton Fields (211) (Tampa, Fla.) Partners \$230-\$400 Associates \$130-\$270	Oppenheimer Wolff & Donnelly (246) (Minneapolis) Partners \$225-\$500 Associates \$125-\$375
Caso Bigelow & Lombardi (80) (Honolulu) Partners \$210-\$340 Associates \$125-\$210	Patton Boggs (366) (Washington, D.C.) Partners \$235-\$700 Associates \$180-\$315
Chewter, Hall & Stewart (159) (Boston) Partners \$375-\$575 Associates \$195-\$345	Pennie & Edmonds (233) (New York) Partners \$365-\$500 Associates \$180-\$360
Cooley Godward (560) (Palo Alto, Calif.) Partners \$330-\$600 Associates \$190-\$425	Pepper Hamilton (389) (Philadelphia) Partners \$245-\$525 Associates \$150-\$295
Covington & Burling (522) (Washington, D.C.) Partners \$325-\$600 Associates \$160-\$390	Perkins Cole (565) (Seattle) Partners \$160-\$650 Associates \$135-\$415
Cozen O'Connor (440) (Philadelphia) Partners \$185-\$450 Associates \$120-\$325	Phelps Dunbar (293) (New Orleans) Partners \$145-\$300 Associates \$110-\$175
Crosby, Heafey, Roach & May (237) (Oakland, Calif.) Partners \$234-\$454 Associates \$170-\$320	Phillips, Lytle, Hitchcock, Blaine & Huber (171) (Buffalo, N.Y.) Partners \$185-\$350 Associates \$105-\$265
Cummings & Lockwood (171) (Stamford, Conn.) Partners \$250-\$450 Associates \$155-\$290	Piper Rudnick (794) (Chicago) Partners \$295-\$615 Associates \$140-\$405
Curtis, Mallet-Prevost, Colt & Mosle (168) (New York) Partners \$420-\$625 Associates \$180-\$435	Pitney, Hardin, Kipp & Szuch (195) (Morristown, N.J.) Partners \$280-\$450 Associates \$155-\$280
Davis Graham & Stupp (97) (Denver) Partners \$200-\$425 Associates \$125-\$210	Powell, Goldstein, Frazer & Murphy (290) (Atlanta) Partners \$265-\$515 Associates \$160-\$300
Davis Wright Tremaine (389) (Seattle) Partners \$225-\$525 Associates \$130-\$270	Proton Gates & Ellis (386) (Seattle) Partners \$180-\$500 Associates \$120-\$410
Day, Berry & Howard (281) (Hartford, Conn.) Partners \$275-\$450 Associates \$160-\$330	Reed Smith (739) (Pittsburgh) Partners \$240-\$620 Associates \$100-\$435
Dickinson Wright (200) (Detroit) Partners \$215-\$410 Associates \$130-\$210	Robinson & Cole (202) (Hartford, Conn.) Partners \$260-\$500 Associates \$150-\$300
Dickstein Shapiro Morin & Oshinsky (311) (Washington, D.C.) Partners \$360-\$550	Ross & Hardles (181) (Chicago) Partners \$260-\$465 Associates \$160-\$290

04/15/11

Associates \$180-\$340

**Dinsmore & Shohl (254)**  
(Cincinnati)  
Partners \$190-\$345  
Associates \$125-\$235

**Dow, Lohnes & Albertson (147)**  
(Washington, D.C.)  
Partners \$310-\$600  
Associates \$160-\$335

**Drinker Biddle & Reath (433)**  
(Philadelphia)  
Partners \$280-\$450  
Associates \$145-\$275

**Duane Morris (492)**  
(Philadelphia)  
Partners \$174.86-\$523.47  
Associates \$146.97-\$394.36

**Dykema Gossett (252)**  
(Detroit)  
Partners \$210-\$380  
Associates \$140-\$240

### E F G

**Eckert Seamans Cherin & Mellon (193)**  
(Pittsburgh)  
Partners \$220-\$425  
Associates \$135-\$240

**Edwards & Angell (290)**  
(Boston)  
Partners \$300-\$550  
Associates \$140-\$300

**Epstein Becker & Green (333)**  
(New York)  
Partners \$220-\$540  
Associates \$150-\$350

**Fish & Richardson (279)**  
(Boston)  
Partners \$350-\$500  
Associates \$185-\$360

**Foster Pepper & Shefelman (106)**  
(Seattle)  
Partners \$225-\$400  
Associates \$140-\$250

**Foulston Sierkin (73)**  
(Wichita, Kan.)  
Partners \$145-\$300  
Associates \$100-\$155

**Fowler White Boggess Banker (180)**  
(Tampa, Fla.)  
Partners \$175-\$350  
Associates \$125-\$225

**Gardner Wynne Sewell (288)**  
(Dallas)  
Partners \$250-\$550  
Associates \$130-\$320

**Gibbons, Del Deo, Dotan, Griffinger & Vecchione (160)**  
(Newark, N.J.)  
Partners \$235-\$600  
Associates \$145-\$265

**Rutan & Tucker (123)**  
(Costa Mesa, Calif.)  
Partners \$250-\$425  
Associates \$165-\$275

### S - W

**Saul Ewing (228)**  
(Philadelphia)  
Partners \$250-\$475  
Associates \$145-\$265

**Schnader Harrison Segal & Lewis (301)**  
(Philadelphia)  
Partners \$220-\$465  
Associates \$135-\$285  
**Soyfarth Shaw (505)**  
(Chicago)  
Partners \$260-\$600  
Associates \$160-\$265

**Shaw Pittman (407)**  
(Washington, D.C.)  
Partners \$315-\$576  
Associates \$170-\$325

**Sheppard, Mullin, Richter & Hampton (336)**  
(Los Angeles)  
Partners \$305-\$525  
Associates \$170-\$295

**Shipman & Goodwin (137)**  
(Hartford, Conn.)  
Partners \$235-\$360  
Associates \$140-\$230

**Siba Cummins Radin Tischman Epstein & Gross (155)**  
(Newark, N.J.)  
Partners \$290-\$500  
Associates \$125-\$290

**Smith, Gambrell & Russell (177)**  
(Atlanta)  
Partners \$185-\$465  
Associates \$130-\$350

**Steel Hector & Davis (195)**  
(Miami)  
Partners \$240-\$600  
Associates \$175-\$280

**Stites & Harbison (213)**  
(Louisville, Ky.)  
Partners \$175-\$325  
Associates \$105-\$190

**Steel River (364)**  
(Portland, Ore.)  
Partners \$210-\$400  
Associates \$140-\$340

**Stradley Ronon Stevens & Young (145)**  
(Philadelphia)  
Partners \$200-\$465  
Associates \$140-\$250

**Strasburger & Price (224)**  
(Dallas)  
Partners \$150-\$450  
Associates \$155-\$250

**Suprue Mion (94)**

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Gray Cary Ware & Freidenrich (402)  
(Palo Alto, Calif.)  
Partners \$310-\$620  
Associates \$195-\$345

Greenbaum Doll & McDonald (172)  
(Louisville, Ky.)  
Partners \$190-\$365  
Associates \$130-\$205

Greenberg Glusker (104)  
(Los Angeles)  
Partners \$325-\$850  
Associates \$210-\$325

Greenberg Traurig (878)  
(Miami)  
Partners \$230-\$800  
Associates \$150-\$375

#### H - K

Haight, Brown & Bonesteel (91)  
(Los Angeles)  
Partners \$200-\$300  
Associates \$115-\$175

Hale and Dorr (480)  
(Boston)  
Partners \$350-\$675  
Associates \$230-\$395

Haynes and Boone (468)  
(Dallas)  
Partners \$265-\$500  
Associates \$125-\$330

Hodgson Russ (189)  
(Buffalo, N.Y.)  
Partners \$200-\$475  
Associates \$110-\$320

Hogan & Hartson (937)  
(Washington, D.C.)  
Partners \$230-\$750  
Associates \$90-\$405

Holland & Knight (1,273)  
(Washington, D.C.)  
Partners \$200-\$575  
Associates \$145-\$365

Holme Roberts & Owen (188)  
(Denver)  
Partners \$215-\$525  
Associates \$145-\$275

Hughes Hubbard & Reed (282)  
(New York)  
Partners \$375-\$625  
Associates \$175-\$415

Husch & Eppenhoefer (278)  
(St. Louis)  
Partners \$160-\$340  
Associates \$115-\$186

Jackson Lewis (351)  
(White Plains, N.Y.)  
Partners \$245-\$450  
Associates \$150-\$350

(Washington, D.C.)  
Partners \$300-\$450  
Associates \$200-\$350

Sutherland Asbill & Brennan (356)  
(Atlanta)  
Partners \$275-\$545  
Associates \$160-\$280

Swidler Berlin Sheroff Friedman (298)  
(Washington, D.C.)  
Partners \$310-\$590  
Associates \$170-\$380

Thelen Reid & Priest (440)  
(New York)  
Partners \$315-\$575  
Associates \$165-\$390

Thompson Coburn (280)  
(St. Louis)  
Partners \$190-\$400  
Associates \$105-\$220

Thompson & Knight (333)  
(Dallas)  
Partners \$260-\$475  
Associates \$135-\$250

Thorp Reed & Armstrong (103)  
(Pittsburgh)  
Partners \$210-\$390  
Associates \$175-\$230

Townsend and Townsend and Crew (151)  
(San Francisco)  
Partners \$415-\$525  
Associates \$265-\$355

Vedder, Price, Kaufman & Kammholz (213)  
(Chicago)  
Partners \$270-\$495  
Associates \$165-\$290

Venable (448)  
(Baltimore)  
Partners \$250-\$670  
Associates \$165-\$310

Vorys, Sater, Seymour and Pease (353)  
(Columbus, Ohio)  
Partners \$235-\$400  
Associates \$125-\$250

Wiley, Rein & Fielding (221)  
(Washington, D.C.)  
Partners \$300-\$525  
Associates \$160-\$290

Williams & Connolly (211)  
(Washington, D.C.)  
Partners \$350-\$600  
Associates \$185-\$330

Williams Hullen (237)  
(Richmond, Va.)  
Partners \$185-\$370  
Associates \$125-\$225

Winstead Sachrest & Minick (333)  
(Dallas)  
Partners \$250-\$540  
Associates \$145-\$300

Jenkins & Gilchrist (573)  
(Dallas)  
Partners \$275-\$525  
Associates \$165-\$380

Jenner & Block (390)  
(Chicago)  
Partners \$350-\$625  
Associates \$185-\$350

Jones, Walker, Waechter, Poitavant, Carrère &  
Denègre (217)  
(New Orleans)  
Partners \$170-\$335  
Associates \$110-\$185

Womble Carlyle Sandridge & Rice (437)  
(Winston-Salem, N.C.)  
Partners \$190-\$500  
Associates \$125-\$265

Wyatt, Tarrant & Combs (201)  
(Louisville, Ky.)  
Partners \$150-\$310  
Associates \$100-\$190

(The National Law Journal, December 2002)

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04/15/11

# EXHIBIT “2”

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11

12 Attorneys for Plaintiffs ROSA CANTU and  
SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES  
15

16 ROSA CANTU AND SANDRA CHU,  
17 individually and on behalf of others similarly  
situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY  
21 d/b/a AT&T CALIFORNIA, and Does 1 through  
100, inclusive,

22 Defendants.  
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Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION  
[Labor Code § 2698, *et seq.*]

DECLARATION OF RICHARD M. PEARL  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND AN AWARD  
OF REASONABLE ATTORNEYS' FEES  
AND COSTS

Date: February 4, 2011

Time: 9:00 a.m.

Dept: 324

Judge: Emilie H. Elias

DECLARATION OF RICHARD M. PEARL IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND AN AWARD OF REASONABLE ATTORNEYS' FEES AND COSTS - CASE NO.: BC441237

234747-2

1 I, Richard M. Pearl, declare:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I could  
3 and would testify competently to the matters stated herein.

4 A. Background

5 2. I am a member in good standing of the California State Bar. I am in private practice as  
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to  
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,  
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'  
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert  
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall  
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years  
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to  
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services  
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San  
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a  
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy  
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an  
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written  
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's  
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the  
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d  
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.  
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,  
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35  
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its  
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal



1 manual on attorneys' fees entitled Attorneys' Fees: A Legal Services Practice Manual, published by the  
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's  
3 Wrongful Employment Termination Practice, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's  
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily  
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which  
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases  
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)  
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits  
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th  
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney  
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in  
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme  
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement  
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and  
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,  
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a  
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riles* (1987) 43 Cal. 3d 1281, and  
19 represented amicus curiae, along with Richard Rothschild, in the Supreme Court's most recent fee  
20 decision, *Yasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth  
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976  
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.  
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See  
24 Exhibit A.

25 B. Plaintiffs' Counsel's Rates

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of  
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable  
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information  
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of  
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar  
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers  
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the  
7 following rates:

8 a. Goldstein Demchak Baller Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Robert L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

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13 b. Grace Hollis LLP, San Diego, CA

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Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$375
Senior Paralegal		\$170

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17 8. Through my writing and practice, I have become familiar with the non-contingent  
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in  
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;  
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys  
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as  
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the  
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates  
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,  
26 and similar markets.

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c. Rates found reasonable in other cases.

Set forth below are rates that were awarded by the courts in the following cases:

2010 Rates

(1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage and hour class action, in which the court found the following hourly rates reasonable (before applying a 2.36 multiplier):

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

2009 Rates

(1) *Center for Biological Diversity v. California Fish & Game Commission, San Francisco Superior Court No. CPF-08-508759*, Order Granting Petitioners' Motion for Attorneys' Fees, filed December 1, 2009, in which the court found reasonable the following hourly rates:

Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

RM/ST

1 (2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting  
 2 Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in  
 3 which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

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 10 (4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior  
 11 Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated  
 12 Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a  
 13 Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

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 25 (5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911,  
 26 Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS  
 27 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:  
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Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. Rate Information from Surveys and Other Cases:

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

**Altshuler Berzon LLP**

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

**Cooley Godward Kronish LLP**

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

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**Coughlin Stoia Geller Rudman & Robbins, LLP**

**2007 Rates:**

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

**Duane Morris LLP**

**2009 Rates:**

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

**Epstein Becker & Green LLP**

**2009 Rates:**

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

**Fenwick & West**

**2007 Rates:**

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

**Hadsell Stormer**

**2009 Rates:**

Years Experience	Rate
35	\$775
20	\$575

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**Howard, Rice, Nemerovski, Canady, Falk & Rabkin**

**2008 Rates:**

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

**2007 Rates:**

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

**Litt, Estuar, Harrison & Kitson, LLP**

**2009 Rates:**

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

**Loeb & Loeb**

**2009 Rates:**

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

**2008 Rates:**

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

**2007 Rates:**

Years Experience	Rate
Partners	\$475-\$875 (average \$606)
Associates	\$240-\$500 (average \$400)

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Manatt, Phelps & Philips

2009 Rates:

Years Experience	Rate
Partners	\$495-850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185-\$230



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2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-450
Paralegals	\$225-310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

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**Rudy, Exelrod & Zieff**

**2009 Rates:**

Years Experience	Rate
Partners 31	\$700
Associates 3	\$305

**2007 Rates:**

Years Experience	Rate
Partners 29	\$700
12	\$500
Associates 10	\$400
8	\$330
Law Clerk	\$200
Paralegal	\$150

**Schonbrun, DeSimone, Seplow, Harris & Hoffman**

**2009 Rates:**

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

**Sheppard, Mullin, Richter & Hampton**

**2008 Rates:**

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

**2007 Rates:**

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than  
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected  
4 promptly upon the rendition of the billing and without consideration of factors other than hours and  
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for  
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement  
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,  
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the  
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in  
11 being paid.

12 C. Plaintiffs' Counsel's Requested Percentage Fee

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a  
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This  
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of  
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement  
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund  
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable  
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my  
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the  
22 circumstances of this case, reasonable and consistent with awards approved by other California state  
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund  
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal  
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In  
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law  
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced  
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the  
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the  
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to  
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a  
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the  
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent  
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk  
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California  
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;  
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the  
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,  
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk  
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of  
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward  
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and  
18 hour laws Plaintiffs allege were violated.

19 **D. Plaintiffs' Counsel's Lodestar Multiplier**

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine  
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The  
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to  
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer  
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only  
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially  
27 contingent basis expect to receive significantly higher effective hourly rates in cases where  
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial  
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater  
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the  
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to  
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes  
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to  
7 enforce important public interest policies and that clients who have meritorious claims will be more  
8 likely to obtain qualified counsel.

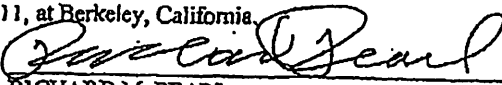
9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this  
10 case. Plaintiffs' requested fee falls well within this range.

11 E. Plaintiffs' Counsel's Out-of-Pocket Expenses.

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on  
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for  
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are  
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance  
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal  
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs  
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services  
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based  
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these  
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the  
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the  
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

26   
27 RICHARD M. PEARL