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7 Attorneys for Plaintiffs, and the Putative Class  
8 and Collective

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

DAVID CHAVEZ and VINCENT  
SLAUGHTER, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

STELLAR MANAGEMENT GROUP VII,  
LLC; STELLAR MANAGEMENT GROUP,  
INC. d/b/a QSI QUALITY SERVICE  
INTEGRITY; THE VINCIT COMPANY, LLC  
d/b/a THE VINCIT GROUP and VINCIT  
ENTERPRISES,

Defendants.

Case No.: 3:19-cv-01353-JCS

**DECLARATION OF CAROLYN H.  
COTTRELL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS AND  
FOR SERVICE AWARDS**

Date: March 18, 2022

Time: 9:30 a.m.

Judge: Hon. Joseph C. Spero

Ctrm.: G, 15<sup>th</sup> Floor

Filed: March 13, 2019

Trial Date: None

1 I, Carolyn Hunt Cottrell, hereby declare as follows:

2 1. I am an attorney at law duly licensed and in good standing to practice law in the courts  
3 of California (No. 166977) and am admitted to practice law before this Court, the United States  
4 District Court Northern District of California. I am admitted to the Ninth Circuit Court of Appeals,  
5 and I am a member of the Bar of the United States Supreme Court.

6 2. I am a partner at the law firm of Schneider Wallace Cottrell Konecky LLP  
7 (“SWCK”). SWCK specializes in class, collective, and PAGA litigation in state and federal court.

8 3. I am lead counsel of record for Plaintiffs David Chavez and Vincent Slaughter on  
9 behalf of themselves and all others similarly situated (“Plaintiffs”), in the above-captioned case. I  
10 submit this declaration in support of Plaintiffs’ Motion for Attorneys’ Fees and Costs and For  
11 Service Awards. I am familiar with the file, the documents, and the history related to these cases.  
12 The following statements are based on my personal knowledge and review of the files. If called to  
13 do so, I could and would testify competently thereto.

14 4. The Class Action Settlement Agreement and Release, and the First, Second, and  
15 Third Amendments thereon (the “Settlement Agreement” or the “Settlement”) reached with Stellar  
16 Management Group VII, LLC (“SMGVII”; Stellar Management Group, Inc. d/b/a QSI Quality  
17 Service Integrity (“SMGINC”); and The Vincit Company, LLC d/b/a The Vincit Group and Vincit  
18 Enterprises (“Vincit”) (collectively, “Defendants”) provides a robust \$4,250,000 Gross Settlement  
19 Amount. This excellent result did not come without extensive effort, skill, and substantial risk.  
20 Class Counsel worked tirelessly to identify the illegality of Defendants’ practices, recognized the  
21 nationwide magnitude of the problem, filed a complaint in this Court, moved for conditional  
22 certification of the nationwide collective, completed crucial discovery, performed hundreds of  
23 hours of interviews with Class and Collective Members, and engaged in a lengthy mediation and  
24 subsequent months of arm’s-length negotiations with Defendants to produce the Settlement  
25 Agreement which the Court preliminarily approved.

26 **QUALIFICATIONS, EXPERIENCE, AND EXPERTISE**

27 5. SWCK is regarded as one of the leading private plaintiff’s firms in wage and hour  
28 class actions and employment class actions. In November 2012, the Recorder listed the firm as one

1 of the “top 10 go-to plaintiffs’ employment firms in Northern California.” The partners and  
 2 attorneys have litigated major wage and hour class actions, have won several prestigious awards,  
 3 and sit on important boards and committees in the legal community. SWCK was founded by Todd  
 4 Schneider in 1993, and I have been a member of the firm since 1995.

5           6. SWCK has acted or is acting as class counsel in numerous cases. A partial list of  
 6 cases which have been certified and/or settled as class actions includes: *Etcheverry v. Franciscan*  
 7 *Health System, et al.* (Case No. 3:19-cv-05261-RJB-MAT) (Western District of Washington,  
 8 October 19, 2021) (final approval of hybrid Fair Labor Standards Act and Washington class action);  
 9 *Jean-Pierre, et al. v. J&L Cable TV Services, Inc.* (Case No. 1:18-cv-11499-MLW) (District of  
 10 Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards Act and  
 11 Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut, et al. v.*  
 12 *Sprint/United Management Co.* (Case No. 19-cv-411-WQH-AHG) (Southern District of California,  
 13 August 5, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code Rule  
 14 23 action); *Diaz, et al. v. TAK Communications CA, Inc., et al.* (Case No. RG20064706) (Alameda  
 15 Superior Court, July 27, 2021) (final approval of hybrid Fair Labor Standards Act and California  
 16 Labor Code Rule 23 action); *Villafan v. Broadpectrum Downstream Services, Inc., et al.* (Case  
 17 No. 3:18-cv-06741-LB) (Northern District of California, April 8, 2021) (final approval of hybrid  
 18 Fair Labor Standards Act and California law class action settlement for failure to pay for all hours  
 19 worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time  
 20 penalties, and failure to provide itemized wage statements); *Lowe v. Popcornopolis, LLC* (Case No.  
 21 2:19-cv-06984-PSG-RAO) (Central District of California, December 15, 2020) (final approval of  
 22 a hybrid Fair Labor Standards Act and California Labor Code Rule 23 action); *Jones, et al. v.*  
 23 *CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern District of California,  
 24 June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California, Washington,  
 25 Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all hours worked,  
 26 failure to provide meal and rest breaks, unreimbursed business expenses, waiting time penalties,  
 27 and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases* (Case No.  
 28 JCCP 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class action

1 settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,  
2 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage  
3 statements, under California law); *Soto, et al. v. O.C. Communications, Inc., et al.* (Case No. 3:17-  
4 cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final approval of a hybrid Fair Labor  
5 Standards Act and California and Washington law Rule 23 action with joint employer allegations);  
6 *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-  
7 00223592) (Sacramento Superior Court) (final approval of a class action settlement for failure to  
8 pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and  
9 rest breaks, waiting time penalties, and failure to provide itemized wage statements, under  
10 California law); *Van Liew v. North Star Emergency Services, Inc., et al.* (Case No. RG17876878)  
11 (Alameda County Superior Court) (final approval of a class action settlement for failure to pay for  
12 all hours worked, failure to pay minimum and overtime wages, failure to provide meal and rest  
13 breaks, failure to reimburse for necessary business expenditures, waiting time penalties, and failure  
14 to provide itemized wage statements, under federal law); *Asalati v. Intel Corp.* (Case No.  
15 16cv302615) (Santa Clara Superior Court) (final approval of a class and collective action settlement  
16 for failure to pay for all hours worked, failure to pay overtime, failure to provide meal and rest  
17 breaks, failure to reimburse for necessary business expenditures, failure to adhere to California  
18 record keeping requirements, waiting time penalties, and failure to provide itemized wage  
19 statements, under federal and California law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case No.  
20 34-2012-00118898) (Sacramento Superior Court) (final approval of a class action settlement for  
21 failure to pay wages free and clear, failure to pay overtime and minimum wages, failure to provide  
22 meal and rest breaks, failure to pay full wages when due, failure to adhere to California record  
23 keeping requirements, and failure to provide adequate seating, under California law); *Aguilar v.*  
24 *Hall AG Enterprises, Inc., et al.*, (Case No. BCV-16-10994-DRL) (Kern County Superior Court)  
25 (final approval of a class action settlement for failure to provide meal and rest periods, failure to  
26 compensate for all hours worked, failure to pay minimum and overtime wages, waiting time  
27 penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under  
28 California law); *Viceral and Krueger v. Mistras Group, Inc.*, (Case No. 3:15-cv-02198-EMC)

1 (Chen, J.) (Northern District of California) (final approval of a class and collective action settlement  
2 for failure to compensate for all hours worked, including overtime, under federal and California  
3 law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.*, (Case No. 5:14-CV-00891) (Central  
4 District of California) (final approval of a class action settlement for failure to provide meal and  
5 rest periods, failure to compensate for all hours worked, failure to pay overtime wages, unpaid  
6 wages and waiting time penalties, and failure to provide itemized wage statements); *Meza, et al. v.*  
7 *S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH) (Northern District of California) (final  
8 approval of class and collective action settlement for failure to compensate for all hours worked,  
9 including overtime, under federal and California law, failure to provide meal and rest breaks, failure  
10 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and  
11 failure to provide accurate itemized wage statements); *Holmes, et al v. Xpress Global Systems, Inc.*,  
12 (Case No. 34-2015-00180822) (Sacramento Superior Court) (final approval of a class action  
13 settlement for failure to provide meal and rest breaks and failure to provide accurate itemized wage  
14 statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern  
15 District of California) (final approval of a class and collective action settlement for failure to  
16 compensate for all hours worked, including overtime, failure to provide meal and rest breaks, failure  
17 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and  
18 failure to provide accurate itemized wage statements); *Molina, et al. v. Railworks Track Systems,*  
19 *Inc.*, (Case No. BCV-15-10135) (Kern County Superior Court) (final approval of a class action  
20 settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-  
21 clocker work, failure to pay full wages upon termination to, and failure to provide accurate itemized  
22 wage statements); *Allen, et al. v. County of Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern  
23 District of California) (settlement between FLSA Plaintiffs and Defendant to provide relief to  
24 affected employees); *Barrera v. Radix Cable Holdings, Inc., et al.*, (Case No. CIV 1100505) (Marin  
25 County Superior Court) (final approval of class action settlement for failure to provide meal and  
26 rest breaks to, off-the-clock work by, failure to provide overtime compensation to, failure to  
27 reimburse business expenditures to, failure to pay full wages upon termination to, and failure to  
28 provide accurate itemized wage statements to retention specialists working for cable companies);

1 *Glass Dimensions, Inc., et al. v. State Street Corp. et al.*, (Case No. 1:10-cv-10588) (District of  
2 Massachusetts) (final approval of class action settlement for claims of breach of fiduciary duty and  
3 self-dealing in violation of ERISA); *Friend, et al. v. The Hertz Corporation*, (Case No. 3:07-  
4 052222) (Northern District of California) (settlement of claims that rental car company  
5 misclassified non-exempt employees, failed to pay wages, failed to pay premium pay, and failed to  
6 provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.*, (Case No. CGC-07-465052)  
7 (San Francisco County Superior Court) (final approval of class action settlement for overtime pay,  
8 off-the-clock work, unreimbursed expenses, and other wage and hour claims on behalf of a class of  
9 center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X) (In the Equal Employment  
10 Opportunity Commission Baltimore Field Office) (final approval of class action settlement for the  
11 denial of promotions based on targeted disabilities); *Shemaria v. County of Marin*, (Case No. CV  
12 082718) (Marin County Superior Court) (final approval of class action settlement on behalf of a  
13 class of individuals with mobility disabilities denied access to various facilities owned, operated,  
14 and/or maintained by the County of Marin); *Perez, et al. v. First American Title Ins. Co.*, (Case No.  
15 2:08-cv-01184) (District of Arizona) (final approval of class action settlement in action challenging  
16 unfair discrimination by title insurance company); *Perez v. Rue21, Inc., et al.*, (Case No.  
17 CISCV167815) (Santa Cruz County Superior Court) (final approval of class action settlement for  
18 failure to provide meal and rest breaks to, and for off-the-clock work performed by, a class of retail  
19 employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.*, (Case No. RG 08424366)  
20 (Alameda County Superior Court) (final approval of class action settlement for failure to provide  
21 meal and rest breaks to, and for off-the-clock work performed by, a class of ice cream  
22 manufacturing employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and  
23 4:13-cv-03091) (Northern District of California) (certified class action on behalf of delivery drivers  
24 allegedly misclassified as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos.  
25 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final approval of class action settlement for off-the-  
26 clock work by, and failure to provide overtime compensation to, production-line employees of  
27 meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No. 8:08-cv-504) (District of  
28 Nebraska) (FLSA certification for off-the-clock work by, and failure to provide overtime

1 compensation to, production-line employees of meat-packing plant); *Barlow, et al. v. PRN*  
2 *Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court) (final approval of  
3 class action settlement for failure to provide meal and rest breaks to and for off-the-clock work by  
4 certified emergency medical technicians); *Espinosa, et al. v. National Beef, et al.* (Case No.  
5 ECU0467) (Imperial Superior Court) (final approval of class action settlement for off-the-clock  
6 work by, and failure to provide overtime compensation to, production-line employees of meat-  
7 packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.* (Case Nos. CGC-08-  
8 479518 and CGC-09-489635) (San Francisco Superior Court) (final approval of class action  
9 settlement for failure to provide meal and rest breaks to, and for off-the-clock work by, employees  
10 at check cashing stores); *Carlson v. eHarmony* (Case No. BC371958) (Los Angeles County  
11 Superior Court) (final approval of class action settlement on behalf of gays and lesbians who were  
12 denied use of eHarmony); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-LJO-GSA,1:08-CV-  
13 00605-LJO-GSA) (Eastern District of California) (final approval of class action settlement for off-  
14 the-clock work by production-line employees of meat-packing plant); *Elkin v. Six Flags* (Case No.  
15 BC342633) (Los Angeles County Superior Court) (final approval of class action settlement for  
16 missed meal and rest periods on behalf of hourly workers at Six Flags amusement parks); *Jimenez*  
17 *v. Perot Systems Corp.* (Case No. RG07335321) (Alameda County Superior Court) (final approval  
18 of class action settlement for misclassification of hospital clerical workers); *Chau v. CVS RX*  
19 *Services, Inc.* (Case No. BC349224) (Los Angeles County Superior Court) (final approval of class  
20 action settlement for failure to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case No.  
21 RG04155105) (Alameda County Superior Court) (certified class action on behalf of flight nurses);  
22 *National Federation of the Blind v. Target* (Case No. C 06-01802 MHP) (N.D. Cal.) (certified class  
23 action on behalf of all legally blind individuals in the United States who have tried to access  
24 Target.com); *Bates v. United Parcel Service, Inc.* (2004 WL 2370633) (N.D. Cal.) (certified  
25 national class action on behalf of deaf employees of UPS); *Satchell v. FedEx Express, Inc.* (Case  
26 No. 03-02659 SI) (N.D. Cal.) (certified regional class action alleging widespread discrimination  
27 within FedEx); *Siddiqi v. Regents of the University of California* (Case No. C-99-0790 SI) (N.D.  
28 Cal.) (certified class action in favor of deaf plaintiffs alleging disability access violations at the

1 University of California); *Lopez v. San Francisco Unified School District* (Case No. C-99-03260  
 2 SI) (N.D. Cal.) (certified class action in favor of plaintiffs in class action against school district for  
 3 widespread disability access violations); *Campos v. San Francisco State University* (Case No. C-  
 4 97-02326 MCC) (N.D. Cal.) (certified class action in favor of disabled plaintiffs for widespread  
 5 disability access violations); *Singleton v. Regents of the University of California* (Case No. 807233-  
 6 1) (Alameda County Superior Court) (class settlement for women alleging gender discrimination at  
 7 Lawrence Livermore National Laboratory); *McMaster v. BCI Coca-Cola Bottling Co.* (Case No.  
 8 RG04173735) (Alameda County Superior Court) (final approval of class action settlement for  
 9 drive-time required of Coca-Cola account managers); *Portugal v. Macy's West, Inc.* (Case No.  
 10 BC324247) (Los Angeles County Superior Court) (California statewide wage and hour  
 11 "misclassification" class action resulting in a class-wide \$3.25 million settlement); *Taormina v.*  
 12 *Siebel Systems, Inc.* (Case No. RG05219031) (Alameda County Superior Court) (final approval of  
 13 class action settlement for misclassification of Siebel's inside sales employees); *Joseph v. The*  
 14 *Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County Superior Court) (final approval  
 15 of class action settlement for failure to provide meal and rest periods to employees of The Limited  
 16 stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval of class action  
 17 settlement for failure to pay accrued vacation pay upon end of employment); *DeSoto v. Sears,*  
 18 *Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior Court) and *Lenahan v. Sears,*  
 19 *Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action settlement  
 20 for failure to pay Sears drivers for all hours worked); among many others.

21 7. Nearly my entire legal career has been devoted to advocating for the rights of  
 22 individuals who have been subjected to illegal pay policies, discrimination, harassment and  
 23 retaliation and representing employees in wage and hour and discrimination class actions. I have  
 24 litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I  
 25 manage many of the firm's current cases in these areas. I am a member of the State Bar of  
 26 California, and have had memberships with Public Justice, the National Employment Lawyers  
 27 Association, the California Employment Lawyers Association, and the Consumer Attorneys of  
 28 California. I served on the Board of Directors for the San Francisco Trial Lawyers Association and



1 co-chaired its Women’s Caucus. I was named one of the “Top Women Litigators for 2010” by the  
2 Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the Consumer  
3 Attorneys of California. I have been selected as a Super Lawyer every year since 2014. I earned my  
4 Bachelor’s degree from the University of California, and I am a graduate of the University of the  
5 Pacific, McGeorge School of Law.

6 **RELEVANT SETTLEMENT BACKGROUND**

7 8. The procedural history of this Action is well documented in Plaintiffs’ Motion for  
8 Preliminary Approval of Class and Collective Action Settlement. *See* ECF 134.

9 **Pleadings and Initial Discovery**

10 9. To summarize briefly, on March 13, 2019, Plaintiff Chavez filed a Class and  
11 Collective Action alleging violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201  
12 et seq., ECF 1. <sup>1</sup> Plaintiffs allege Defendants<sup>2</sup> violated the Fair Labor Standards Act (“FLSA”) and  
13 California wage and hour laws by failing to pay proposed Class and Collective members,<sup>3</sup> their  
14 earned wages, failing to provide legally compliant meal and rest periods, and failing to reimburse  
15 for work-related expenditures.

16 10. On August 8, 2019, Plaintiff Chavez propounded written, jurisdictional discovery  
17 requests, including 17 requests for production of documents and 19 special interrogatories on each  
18 Defendant. The Parties met and conferred extensively regarding the scope of Plaintiff’s requests  
19 and appeared before this Court for a discovery conference. In October 2019, Plaintiff took the  
20 depositions of Stellar’s Rule 30(b)(6) witness, Juanisela Hamilton; QSI’s Rule 30(b)(6) witness,  
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22  
23 <sup>1</sup> On March 14, 2019, David Chavez filed a complaint pursuant to the Labor Code Private Attorneys  
24 General Act of 2004 (“PAGA”) in the California Superior Court of Sonoma County (“State  
25 Action”) against Defendants. On May 6, 2019, Defendants Vincit and QSI filed a motion to quash  
26 service for lack of personal jurisdiction, which was granted. For purposes of the Settlement, the  
27 Parties agreed to dismiss the State Action without prejudice, and to stipulate to amending the First  
28 Amended Complaint to assert claims under the PAGA and Labor Code Section 2802. The State  
Action was subsequently dismissed.

<sup>2</sup> Defendants refers to Stellar Management Group VII, LLC (“SMGVII”; Stellar Management  
Group, Inc. d/b/a QSI Quality Service Integrity (“SMGINC”); and The Vincit Company, LLC d/b/a  
The Vincit Group and Vincit Enterprises (“Vincit”) (collectively, “Defendants” or “QSI”).

<sup>3</sup> For ease of reference, Class and Collective Members are referred to as “Sanitation Workers.”

1 Jeffrey W. Bryant; and Vincit's Rule 30(b)(6) witness, Rebecca Hulkan and Tammy Way. The  
2 jurisdictional discovery process concluded on October 30, 2019.

3 11. On December 20, 2019, Plaintiff propounded non-jurisdictional written discovery  
4 requests, including 76 requests for production of documents and 18 special interrogatories to each  
5 Defendant. Plaintiffs also served three third-party subpoena duces tecum to Foster Farms, Perdue  
6 Foods, and La Mexicana LLC in October 2020.

7 12. Plaintiff Chavez served similar written discovery requests in the State Action as well.  
8 Upon Defendants' insistence, Plaintiffs agreed to stipulate that any discovery produced in this  
9 action and the State Action could not be interchanged, and as a result there was a some overlap of  
10 discovery produced in the two actions.

11 13. Defendant SMGVII similarly propounded written discovery requests on Plaintiff  
12 Chavez, including 48 requests for production of documents, 24 special interrogatories, 17 requests  
13 for admission, and 1 demand for inspection, as well as a similar set of discovery requests in the  
14 State Action. In both actions, Plaintiff Chavez submitted extensive responses and specified  
15 objections to these requests on April 14, 2020, and further amended responses on June 12, 2020.

16 14. Numerous, lengthy meet and confer efforts, including meet and confer calls that took  
17 hours at a time, between the Parties followed in both actions.

18 15. Plaintiffs additionally completed extensive outreach with Sanitation Workers,  
19 including nearly 100 in-depth interviews, which covered topics including dates and locations of  
20 work, hours of work, pre-shift and post-shift off-the-clock work, meal and rest breaks, and  
21 reimbursement of work-related expenses. Multiple Sanitation Workers that completed interviews  
22 also provided additional documents to Plaintiff's counsel. Through this process, Plaintiffs garnered  
23 substantial factual background regarding the alleged violations, which Plaintiffs' counsel utilized  
24 to build their case and to assess Defendants' potential exposure in this action.

25 16. Defendants produced over 27,100 documents in this Action, and hundreds of  
26 documents in the State Action, including their general policies as well as time records, payroll  
27 records, schedules, and personnel records, and Plaintiff Chavez produced over 100 documents in  
28 this Action.

1 17. Plaintiffs also received extensive informal discovery in advance of mediation,  
2 including additional job descriptions, timekeeping and break policies, and time and pay records for  
3 a sampling representing 20% of the Class employed by SMGINC and Vincit, which Defendants  
4 had previously refused to produce in formal discovery. Defendants also provided class-wide  
5 figures, including the total number of Sanitation Workers, average hourly rates, and additional data  
6 points, ahead the mediation, to enable Plaintiffs' counsel to evaluate damages on a Class and  
7 Collective basis. Plaintiffs' counsel completed an exhaustive review of these documents, and used  
8 the information and data from them to prepare for mediation.

9 **Mediation**

10 18. On July 7, 2020, Defendants substituted their former counsel, Hopkins & Carley,  
11 ALC, with Defendants' current counsel, Goodwin Procter LLP. Plaintiffs worked with Defendants'  
12 new counsel to come up to speed in this action, and the Parties subsequently agreed to participate  
13 in private mediation. The Parties then engaged in pre-mediation informal discovery, including  
14 documents and data regarding payroll, timekeeping, policies, and additional data points regarding  
15 the proposed Class and Collective. In advance of mediation, the Parties also entered into a Tolling  
16 Agreement on August 19, 2020, which tolled the statute of limitations on any FLSA claims of  
17 putative Collective Members and memorialized the Parties' agreement to suspend formal motion  
18 practice.

19 19. The Parties attended mediation before Mark S. Rudy on September 24, 2020. The  
20 case did not settle that day.

21 20. On October 21, 2020, Plaintiff Slaughter moved for conditional certification of the  
22 Collective to facilitate nationwide notice pursuant to 29 U.S.C., § 216(b), on behalf of a nationwide  
23 collective of non-exempt employees of Defendants. Throughout September and October 2020, the  
24 Parties continued to meet and confer over various outstanding discovery issues, including the  
25 scheduling of Defendants' Rule 30(b)(6) witnesses and Defendants' production of amended written  
26 responses. Soon thereafter, the Parties settled the Action and agreed to stay the case pending  
27 settlement.  
28

1           21. Throughout the mediation process, the Parties engaged in serious and arm's-length  
2 negotiations, culminating in a mediator's proposal. Following extensive arm's length negotiations,  
3 the Parties eventually accepted the mediator's proposal on October 30, 2020.

4           22. The Parties extensively met and conferred over the detailed terms of the settlement  
5 for purposes of executing a memorandum of understanding, and eventually agreed to instead  
6 memorialize those terms in a long-form settlement. On March 12, 2021, the Parties finalized the  
7 long-form settlement agreement, which was executed that same day.

8           23. Following Plaintiffs' filing of their motion for preliminary approval of the  
9 Settlement, the Court ordered the Parties to address its specific concerns and submit further briefing.  
10 Following the Parties' extensive meet and confer efforts, Plaintiffs subsequently filed an unopposed  
11 supplemental brief detailing Plaintiffs' damages analysis and results from Plaintiffs' interviews  
12 with Sanitation Workers, and attached the Parties' amended settlement, settlement notices, and  
13 proposed amended preliminary approval order on May 7, 2021.

14           24. The Court subsequently directed the Parties to address its remaining concerns via  
15 supplemental materials. The Parties again extensively met and conferred, and on July 30, 2021,  
16 Plaintiffs filed a supplemental statement, including a Second Amendment to the Settlement, and  
17 amended proposed notices and preliminary approval order.

18           25. Following the Court's order preliminarily approving the Settlement, the Court issued  
19 an amended order based on the Parties' stipulated Third Amendment to the Settlement. The Parties  
20 subsequently proceeded with notice administration.

21           26. Based on my office's correspondences with the Settlement Administrator and on the  
22 Settlement Administrator's weekly reports, Notices of Settlement were sent via regular mail to  
23 6,551 Sanitation Workers<sup>4</sup> and via electronic mail to 5,794 Sanitation Workers on October 19, 2021,  
24  
25

26  
27 <sup>4</sup> Originally, the total number of class and collective members was estimated to include  
28 approximately 5,923 Sanitation Workers. Based on the revised class and collective list provided by  
the Defendants to the Settlement Administrator, the total number of class members is 1,901, and  
collective members is 4,650.

1 and a settlement website pursuant to the Settlement and the Court’s order went live on October 19,  
2 2021.

3 27. The notice period is set to expire on December 23, 2021. To date, I have not received  
4 any notice that any Sanitation Worker has objected to or requested exclusion from the Settlement.

5 **The Basic Settlement Terms and Plaintiffs’ Updated Damages Analysis**

6 28. Defendants agreed to pay a non-reversionary Gross Settlement Amount of  
7 \$4,250,000 plus interest to settle all aspects of this Action and the State Action. My office was  
8 informed by the Settlement Administrator that Defendants paid the Gross Settlement Amount of  
9 \$4,250,000 into the administrator’s interest-bearing Qualified Settlement Fund on September 7,  
10 2021.

11 29. The Net Settlement Amount, which is the amount available to pay settlement awards  
12 to the Class Members, is defined as the Gross Settlement Amount less: the PAGA Settlement  
13 Amount (\$30,000.00)<sup>5</sup>; any enhancement payments awarded to the Class Representatives (up to  
14 \$12,000.00 for Plaintiff Chavez and up to \$10,000 for Plaintiff Slaughter); the Settlement  
15 Administrator’s fees and costs (estimated not to exceed \$85,000); and any attorneys’ fees and costs  
16 awarded to Plaintiff’s counsel (fees of up to one third of the Gross Settlement Amount, or  
17 approximately \$1,416,666.52, plus costs not to exceed \$50,000).

18 30. The Gross Settlement Amount is a negotiated amount that resulted from substantial  
19 arm’s- length negotiations and significant investigation and analysis by Plaintiffs’ counsel.  
20 Plaintiffs’ counsel based their damages analysis and settlement negotiations on formal and informal  
21 discovery (including the payroll and timekeeping data), depositions, and nearly 100 interviews with  
22 Sanitation Workers. Plaintiffs’ counsel obtained average rates of pay for Sanitation Workers, which  
23 were then used in conjunction with amounts of unpaid time to determine estimated damages for  
24 off-the-clock and overtime violations.

25  
26  
27 <sup>5</sup> The Parties agreed to allocate \$30,000.00 of the Gross Settlement Amount to the settlement of the  
28 PAGA claims, which Plaintiffs believe in good faith is a fair and reasonable apportionment. The Settlement Administrator shall pay 75%, or \$22,500.00, of this amount to the LWDA, and 25%, or \$7,500.00, the “Net PAGA Amount,” shall remain as part of the Net Settlement Amount.

1           31. Using these assumptions and further assuming that Plaintiff and the Sanitation  
 2 Workers would certify all of their claims and prevail at trial, Plaintiffs' counsel previously  
 3 calculated Defendants' total exposure based on Plaintiffs' assessment of a best-case scenario, and  
 4 on the assumption that there were 1,595 Class Members and 4,328 FLSA-only Collective Members.  
 5 The calculations included:

- 6           • Total substantive exposure at approximately \$5.5 million (unliquidated) or \$7.1  
 7 million (liquidated).<sup>6</sup> This amount does not include derivative and penalty claims.  
 8 This amount includes claims for (1) unpaid wages owed inclusive of overtime at  
 9 approximately \$2.6 million (unliquidated) or \$3.8 million (liquidated) for all  
 10 Sanitation Workers; (2) meal and rest periods at approximately \$3.2 million; (3)  
 11 estimated unreimbursed business expenses at approximately \$76,000. The Gross  
 12 Settlement Amount of \$4,250,000 represents approximately 77% of the  
 13 nonliquidated \$5.5 million total and 60% of the approximately liquidated \$7.1  
 14 million total.
- 15           • Total exposure (including liquidated damages, derivative claims, and penalties) at  
 16 approximately \$16.6 million. This amount assumes a 50% FLSA Collective Member  
 17 opt-in rate and includes claims for (1) unpaid wages owed inclusive of overtime and  
 18 any applicable liquidated damages; (2) meal and rest periods; (3) unreimbursed  
 19 business expenses; (4) and approximately \$9.5 million in derivative claims (e.g.,  
 20 waiting time penalties [at approximately \$3.5 million], wage statement claims [at  
 21 approximately \$2.2 million]) and penalty claims (e.g., PAGA claims [at  
 22 approximately \$3.8 million]). The \$4,250,000 Gross Settlement Amount represents  
 23 approximately 26% of Defendants' total potential exposure of \$16.6 million. The  
 24

25  
 26 <sup>6</sup> This figure includes liquidated damages for unpaid overtime under the FLSA during a three-year  
 27 statute of limitations period. 29 U.S.C. § 216(b) (liquidated damages for unpaid overtime is in an  
 28 amount equal to the unpaid overtime); *Haro v. City of Los Angeles*, 745 F.3d 1249, 1259 (9th Cir.  
 2014). If an employer's conduct constitutes a "knowing violation" of the statute, the FLSA's  
 standard two-year statute of limitations may be extended to three years. 29 U.S.C. § 255(a).  
 Damages for unpaid overtime are not liquidated under California law.

1 Net Settlement Amount (assuming the factors presented in Plaintiffs' motion for  
 2 preliminary approval) represents approximately 16% of Defendants' total potential  
 3 exposure. Assuming a 100% FLSA Collective Member opt-in rate, the total exposure  
 4 is approximately \$19.7 million. The Gross Settlement Amount represents 22% of the  
 5 \$19.7 million total, and the Net Settlement Amount represents 14% of the \$19.7  
 6 million total.

7 32. Following confirmation from the Settlement Administrator that the total Class  
 8 Members and FLSA-only Collective Members differed from those known to Plaintiffs, Plaintiffs  
 9 updated their damage analysis to reflect the increase of Sanitation Workers to 1,901 Class Members  
 10 and 4,650 FLSA-only Collective Members. The revised calculations include:

- 11 • Total substantive exposure at approximately \$6.8 million (unliquidated) or \$8.5  
 12 million (liquidated).<sup>7</sup> This amount does not include derivative and penalty claims.  
 13 This amount includes claims for (1) unpaid wages owed inclusive of overtime at  
 14 approximately \$2.7 million (unliquidated) or \$4.3 million (liquidated) for all  
 15 Sanitation Workers; (2) meal and rest periods at approximately \$4 million; (3)  
 16 estimated unreimbursed business expenses at approximately \$102,000. The Gross  
 17 Settlement Amount of \$4,250,000 represents approximately 63% of the  
 18 nonliquidated \$6.8 million total and 50% of the approximately liquidated \$8.5  
 19 million total.
- 20 • Total exposure (including liquidated damages, derivative claims, and penalties) at  
 21 approximately \$19.3 million. This amount assumes a 50% FLSA Collective Member  
 22 opt-in rate and includes claims for (1) unpaid wages owed inclusive of overtime and  
 23 any applicable liquidated damages; (2) meal and rest periods; (3) unreimbursed  
 24

25  
 26 <sup>7</sup> This figure includes liquidated damages for unpaid overtime under the FLSA during a three-year  
 27 statute of limitations period. 29 U.S.C. § 216(b) (liquidated damages for unpaid overtime is in an  
 28 amount equal to the unpaid overtime); *Haro v. City of Los Angeles*, 745 F.3d 1249, 1259 (9th Cir.  
 2014). If an employer's conduct constitutes a "knowing violation" of the statute, the FLSA's  
 standard two-year statute of limitations may be extended to three years. 29 U.S.C. § 255(a).  
 Damages for unpaid overtime are not liquidated under California law.

1 business expenses; (4) and approximately \$12.5 million in derivative claims (e.g.,  
2 waiting time penalties [at approximately \$4.8 million], wage statement claims [at  
3 approximately \$3 million]) and penalty claims (e.g., PAGA claims [at  
4 approximately \$4.7 million]). The \$4,250,000 Gross Settlement Amount represents  
5 approximately more than 22% of Defendants' total potential exposure of \$19.3  
6 million. The Net Settlement Amount (currently estimated to be \$2,669,448.70)  
7 represents approximately 14% of Defendants' total potential exposure. Assuming a  
8 100% FLSA Collective Member opt-in rate, the total exposure is approximately \$21  
9 million. The Gross Settlement Amount represents 20% of the \$21 million total, and  
10 the Net Settlement Amount represents 13% of the \$21 million total.

11 33. Plaintiffs and their counsel considered the significant risks of continued litigation,  
12 described hereinafter, when considering the proposed Settlement. These risks were front and center,  
13 particularly given the nature of the off-the-clock work, that the Sanitation Workers work in  
14 numerous and varying locations owned by various third-party entities, which could invariably  
15 complicate certification efforts and proving the claims on the merits. In contrast, the Settlement will  
16 result in immediate and certain payment to Sanitation Workers of meaningful amounts.

17 34. The average recovery is \$936 per Class Member and \$191 per Collective Member.  
18 The averages provided here do not incorporate any interest gained on the Gross Settlement Amount,  
19 assume all Class and Collective Members participate in the Settlement and that each member  
20 worked identical lengths of employment, and incorporate workweek weightings that reflect the  
21 increased value of state law claims and differing average rates of pay by state.

22 35. This amount provides significant compensation to the Sanitation Workers, and the  
23 Settlement provides an excellent recovery in the face of expanding and uncertain litigation. This is  
24 particularly true because of the Sanitation Workers' relatively short tenures – which, based on  
25 Defendants' provided data, are approximately 15.43 workweeks per class member and 25.6  
26 workweeks per collective member, on average – during their employment. In light of all of the  
27 risks, the settlement amount is fair, reasonable, and adequate.

28



**CLASS COUNSEL’S LODESTAR**

1  
2 36. As of November 18, 2021, SWCK has devoted a total of over 1,997 to the prosecution  
3 of this Action, for a total lodestar of \$1,291,655.

4 37. SWCK vigorously litigated this case, engaging in a carefully crafted litigation  
5 strategy and extensive outreach with Sanitation Workers to effectively prosecute the Class and  
6 Collective claims, while also demonstrating willingness to participate in good-faith attempts to  
7 settle the Action. Class Counsel’s efforts culminated in the Settlement, which provides significant  
8 monetary benefits for the Sanitation Workers.

9 38. Recovery of the damages and penalties at trial would require complete success and  
10 certification of all of Plaintiffs’ claims, an uncertain feat in light of developments in wage and hour  
11 and class and collective action law as well as the legal and factual grounds that Defendants have  
12 asserted to defend this action.

13 39. Plaintiffs further considered the potential risk that the Court would, in the end, decline  
14 to find the SMGINC and Vincit liable as joint employers, and that SMGVII would be unable to pay  
15 a full judgment alone. Though Plaintiffs have filed pleadings alleging claims of liability against  
16 SMGINC and Vincit on a joint employer basis, the issue would be heavily contested at summary  
17 judgment and/or trial(s), an argument that Defendants have previewed throughout this litigation.  
18 Though SMGVII would still be liable in the event of a favorable outcome for Plaintiffs, a finding  
19 that SMGINC and Vincit are joint employers would ensure that the Class Members would be more  
20 likely able to obtain full recovery, particularly in the event of a large award.

21 40. While Plaintiffs are confident in their ability to certify and successfully litigate the  
22 alleged claims on the merits, Plaintiffs assert complex, hybrid Rule 23 Class and FLSA Collective  
23 claims. Moreover, Plaintiffs and Class Counsel faced the possibility that the Court could rule  
24 against Plaintiffs, on summary judgment – as the Court had denied Defendants’ motion for partial  
25 summary judgment without prejudice – or at trial. The risk of Plaintiff and the Class and Collective  
26 receiving *no* recovery, or significantly less than the proposed Gross Settlement Amount, was  
27 substantial.  
28

1           41.     In this case, although the risks were front and center, Plaintiffs and Class Counsel  
2 committed themselves to developing and pressing Plaintiffs' legal claims to enforce the employees'  
3 rights and maximize the class and collective recovery despite Defendants' robust defense. During  
4 the litigation, Class Counsel had to turn away other cases to remain sufficiently resourced for this  
5 one.

6           42.     The requested attorneys' fee award of \$1,416,666.52 represents a 1.097 multiplier of  
7 Class Counsel's lodestar, which does not account for all work Class Counsel completed to bring  
8 this Motion and Plaintiffs' Motion for Final Approval of Class and Collective Action Settlement  
9 and Motion for Attorneys' Fees and Costs and for Service Award, as well as to otherwise bring the  
10 Settlement to a close. Class Counsel anticipates follow-up work to communicate with Class  
11 Members, oversee the settlement process, and attend the Final Approval Hearing, which will  
12 increase the lodestar amount listed here – and which will cause the multiplier to decrease even  
13 further. Class Counsel estimates that the additional work Class Counsel will complete to bring the  
14 Settlement to a close will increase the current lodestar and likely result in no multiplier by the  
15 completion of the Settlement.

16           43.     Class Counsel spent significant time and resources reaching this Settlement. I have  
17 reviewed my firm's billing records organized by categories of work done in this case, and a true  
18 and correct summary SWCK's billing is attached hereto as **Exhibit A**. The hourly rates are the  
19 usual and customary 2021 rates for each individual in all of our cases.

20           44.     SWCK uses an electronic time-keeping system where attorneys and staff members  
21 record time contemporaneously as they complete case tasks. Due to the amount of privileged  
22 information contained in SWCK's actual hourly billing records, those detailed records are not  
23 attached here, but can easily be provided for this Court's *in camera* review should the Court wish  
24 to review them.

25           45.     SWCK's hourly rates for the partners, attorneys, and professional staff are the same  
26 as would be charged in non-contingent matters and/or which have been accepted and approved in  
27 other recent class and collective action wage and hour litigation by this Court and other federal and  
28 state courts around the country.

**SUMMARY OF WORK PERFORMED BY SWCK**

1  
2           46. I am the lead partner at SWCK with respect to this Action, and I actively litigated  
3 this case. In particular, I developed and implemented case strategy and tactics; drafted, reviewed  
4 and edited complaints, briefings, and other court filings; developed and implemented litigation and  
5 discovery strategy; reviewed voluminous documents; oversaw class outreach efforts; appeared at  
6 mediation; reviewed and edited the mediation statement; negotiated the terms of the settlement  
7 agreement; and drafted, reviewed, and edited the settlement and settlement approval motion.

8           47. Below, I provide a summary description of the work performed by SWCK’s other  
9 lead attorneys on this case.

10           48. Ori Edelstein is the primary senior associate on this matter. Mr. Edelstein has been  
11 practicing for approximately 12 years and he earned his Juris Doctor from the University of  
12 California, Berkley School of Law in 2009. Mr. Edelstein worked on this case in all capacities,  
13 with particular focus on development of case strategy, taking the depositions of Defendants’ Rule  
14 30(b)(6) witnesses in Tennessee, drafting and editing complaints and briefings, handling discovery  
15 meet and confer communications, arguing motions before the Court, reviewing and revising  
16 damages analyses, editing mediation briefing, appearing and arguing at mediation, and reviewing  
17 and editing the settlement agreement and further amendments.

18           49. Michelle S. Lim is an associate at SWCK and contributed the majority of the attorney  
19 work for SWCK. Ms. Lim has been practicing for approximately 5 years and earned her Juris  
20 Doctor from the George Washington University Law School in 2014. Ms. Lim’s practice focuses  
21 on wage and hour class actions. Ms. Lim drafted complaints, briefs, and other Court filings,  
22 including settlement approval papers and Plaintiffs’ motion for conditional certification; drafted  
23 Plaintiffs’ formal discovery requests and responses; handled extensive meet and confer with  
24 opposing counsel; drafted the mediation brief; drafted and revised damages analyses in advance of  
25 and following mediation; attended and argued at mediation; conducted dozens of interviews with  
26 Sanitation Workers and coordinated outreach efforts; was the main point of contact for Plaintiffs;  
27 and provided other logistical support. Ms. Lim was also extensively involved in analyzing  
28

1 Defendants' production of documents and data, meet and confer communications with Defendants'  
2 counsel, and in the preparation for the deposition of Defendants' Rule 30(b)(6) witnesses.

3 50. The other attorneys on this case were primarily involved in class outreach efforts,  
4 document review, and various research assignments. SWCK attorneys completed nearly 100  
5 interviews with Class and Collective Members and performed extensive document review. These  
6 attorneys include:

- 7 a. Ryan Bonner is a E-Discovery Manager and staff attorney at our firm. He is a  
8 2012 graduate of Southwestern Law School in 2012 and was admitted to the  
9 California Bar in 2015. Mr. Bonner assisted in processing and reviewing ESI and  
10 documents produced by Defendants throughout this Action, and assisted in the  
11 issuance of various subpoenas by Plaintiffs.
- 12 b. Travis Close is a sixth-year associate at our firm. He is a 2015 graduate of  
13 Northeastern University School of Law. Mr. Close assisted in the initial  
14 investigation and research of this Action before it was ready to be filed, and  
15 further drafted the initial PAGA notice submitted by Plaintiff Chavez to the  
16 LWDA.
- 17 c. Kimberly De Leon was a staff attorney at our firm. She is a graduate of Thurgood  
18 Marshall School of Law was admitted to the Texas Bar in 2018. Ms. De Leon  
19 conducted numerous interviews with Class and Collective Members between  
20 May 2020 and July 2021. Her substantial efforts in this regard were instrumental  
21 in enabling Plaintiffs to prepare an accurate damages analysis in advance of  
22 mediation and to further investigate the claims at issue in the Action.
- 23 d. Ian Forgie was an associate at our firm. He is a 2015 graduate of the University  
24 of California, Berkley School of Law and was admitted to the California Bar in  
25 2015. Mr. Forgie researched and drafted Plaintiffs' jurisdictional discovery  
26 requests, which were later edited and propounded on Defendants.
- 27 e. Julissa Hunte was a staff attorney at our firm. She is a 2019 graduate of Tulane  
28 University School and was admitted to the District of Columbia Bar in 2020. Ms.

1           Hunte conducted multiple interviews with Class and Collective Members  
2           between May 2020 and June 2020.

3           f. Moises Jrade is a staff attorney and outreach specialist at our firm. He is a 1995  
4           graduate of Nova Southeastern University Shepard Broad Law Center and was  
5           admitted to the Florida Bar in 1996. Mr. Jrade conducted extensive class outreach  
6           and conducted multiple interviewed with Class and Collective Members in  
7           advance of mediation between May 2020 and October 2020.

8           g. David Leimbach is a twelfth-year senior associate at our firm. He graduated  
9           magna cum laude from California Western School of Law in 2009 and was  
10          admitted to the California Bar in 2009. Mr. Leimbach primarily assisted in the  
11          strategy and research used to respond to Defendants' May 2020 letter threatening  
12          Rule 11 sanctions and to Defendants' motion to dismiss for lack of personal  
13          jurisdiction in December 2019.

14          h. Edgar Olivares is a staff attorney at our firm. He graduated from St. John's  
15          University School of Law and was admitted to the New York Bar in 2008. Mr.  
16          Olivares assisted in outreach; specifically, with Plaintiffs' interviews of Spanish-  
17          speaking Class Members, in February and March 2020.

18          i. Kristabel Sandoval is a third-year associate at our firm. She graduated from the  
19          University of California, Davis School of Law in 2018. Ms. Sandoval primarily  
20          drafted draft written responses regarding discovery disputes to Defendants in  
21          February 2020, assisted in research in Plaintiffs' opposition to Defendants'  
22          motion to dismiss in this Action and Defendants' motion to quash for lack of  
23          personal jurisdiction in February 2020.

24          j. Brett Watson is an associate at our firm and was admitted to the California Bar in  
25          2019, the District of Columbia Bar in 2015, and the Maryland Bar in 2013. He  
26          graduated from the Northeastern University School of Law in Boston in 2013.  
27          Mr. Watson drafted the initial draft of Plaintiffs' opposition to Defendants'  
28

1 motion to dismiss out of state FLSA Collective members in June 2020, and further  
2 assisted Mr. Edelstein at the hearing on the Defendants' motion on July 17, 2020.

3 51. All of the work described above was reasonable and necessary to the prosecution and  
4 settlement of this case. Class Counsel conducted an extensive factual investigation and engaged in  
5 significant motion practice during the prosecution of this action. Through this comprehensive  
6 evaluation of the facts and law, Class Counsel was able to settle this case for a substantial sum.  
7 Class Counsel achieved this result in a very timely fashion, providing members of the Settlement  
8 Class with substantial and certain relief much sooner than if litigation continued in this matter.

9 52. I staffed the case as efficiently as I could in light of the difficulty of the case and the  
10 vigorous defense presented. For example, I am the only partner from SWCK who has litigated this  
11 action. In addition, Mr. Edelstein was the primary senior associate staffed on this case and expended  
12 much of his time on litigation strategy, editing briefs, and arguing at hearings. Ms. Lim was the  
13 primary associate staffed on this case and did the lion's share of brief writing and written discovery.  
14 Having these dedicated associates on the case benefited the institutional memory on the matter and  
15 increased efficiency, particularly in light of the fact that they could take on projects ordinarily  
16 assigned to more experienced attorneys, as discussed above. During discrete periods of time, I also  
17 had several staff attorneys with lower billing rates working on document review and class outreach.

18 53. The Settlement reached with Defendants, as a result of mediation and months of  
19 negotiation, involves complex provisions that are specific to wage and hour litigation. The  
20 Settlement and the result achieved are a reflection of Class Counsel's skill and experience. The  
21 Settlement provides members of the Class with substantial benefits without having to wait for years  
22 of drawn-out litigation.

23 54. As part of the negotiations that led to the Settlement, Defendant agreed not to object  
24 to an award of one-third of the Gross Settlement Amount of \$4,250,000 for attorneys' fees, plus  
25 reasonable costs.

26 55. To date, I have not received any notice that any Sanitation Worker has objected to  
27 the request for attorneys' fees (listed on the Notice of Settlement as "up to one-third (1/3) of  
28 \$4,250,000.00 (i.e., \$1,416,666.52)"). The Class Members were informed in the Notices of

1 Settlement that Class Counsel could request up to one-third of the Gross Settlement Amount for  
2 attorneys' fees.

3 56. Although the Settlement provides that Class Counsel may request up to one third of  
4 the Gross Settlement Amount, which is \$4,250,000.00 plus any interest accrued on that amount,  
5 Class Counsel requests a lesser fee award to match the language provided on the Notice of  
6 Settlement.

7 **SWCK'S EXPENSES**

8 57. This litigation required my firm to advance costs. Because the risk of advancing costs  
9 in this type of litigation is significant, doing so is often prohibitive to many attorneys.

10 58. As of November 12, 2021, SWCK has advanced a total of \$34,384.78 in out-of-  
11 pocket expenses. A true and correct breakdown of the costs is attached hereto as **Exhibit B**.

12 59. The expenses incurred pertaining to these Actions are reflected in the books and  
13 records of this firm. These books and records are prepared from invoices, expense vouchers and  
14 check records and are an accurate record of the expenses incurred. All of these expenses were  
15 reasonable and necessary for the successful prosecution of this case.

16 60. Pursuant to the terms of the Settlement, Defendants does not object to the request for  
17 costs.

18 61. To date, I have not received any notice that any Class Member has objected to the  
19 request for costs (listed on the Notice as "not to exceed \$50,000").

20 **SERVICE AWARDS**

21 62. The enhancement payments of up to \$12,000 for Plaintiff Chavez and \$10,000 for  
22 Plaintiff Slaughter are intended to compensate Plaintiffs for a broader release and for the critical  
23 role they played in this case, and the time, effort, and risks they undertook in helping secure the  
24 result obtained on behalf of the Class members.

25 63. In agreeing to serve as Class and Collective representative, Plaintiffs formally agreed  
26 to accept the responsibilities of representing the interests of all Class Members.

27 64. Defendants indicated they do not oppose the requested payments to the Plaintiffs as  
28 a reasonable service awards.

1           65.     The Settlement Agreement, which Defendants do not oppose, provides that Named  
2 Plaintiffs Chavez and Slaughter will receive service awards in the amounts of \$12,000 and \$10,000,  
3 respectively, to be paid out of the Gross Settlement Amount for the effort and risk involved in  
4 bringing and prosecuting this matter, and in addition, for their general release of all waivable claims  
5 against Defendants arising out of their employment. The requested Service Award represents less  
6 than 0.05% of the Gross Settlement Amount. In agreeing to serve as Class and Collective  
7 representative, Plaintiffs formally agreed to accept the responsibilities of representing the interests  
8 of all Class and Collective Members. Plaintiffs worked with Class Counsel, providing background  
9 information about their employment, about Defendants' policies and practices, and about the  
10 allegations in this lawsuit. Plaintiffs risked their reputation in the community and their field of  
11 employment in order to prosecute this case on behalf of the Class and Collective; as Named  
12 Plaintiffs, their involvement is plainly visible in the public record. The service awards to Plaintiffs  
13 are to be paid in addition to their recoveries as Class Members. It is justified by the considerable  
14 efforts expended by Plaintiffs, by the significant risks they took in standing up to represent the  
15 interests of their fellow employees, by the general release to which they have agreed, and by the  
16 critical role that they played in making this Settlement a reality.

17  
18           I declare under penalty of perjury under the laws of the United States that the foregoing is  
19 true and correct and is based on my own personal knowledge.

20           Executed this 18th day of November, 2021, in San Rafael, California.

21  
22   /s/ Carolyn Hunt Cottrell  
23   Carolyn Hunt Cottrell  
24  
25  
26  
27  
28



# Exhibit A

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# Chavez, David v. Stellar Management Group (CAND)

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TIME KEEPER	RATE	TIME	CHARGES
<b>Partners</b>			
Cottrell, Carolyn (CMH)	\$1,005	52.60	\$52,863.00
<b>Of Counsel / Associates</b>			
Bonner, Ryan (RAB)	\$700	26.90	\$18,830.00
Close, Travis (TCC)	\$700	8.30	\$5,810.00
Craig, Christopher (CXC)	\$680	0.00	\$0.00
De Leon, Kimberly (KDL)	\$680	223.70	\$152,116.00
Edelstein, Ori (OXE)	\$850	323.00	\$274,550.00
Forgie, Ian (IWF)	\$600	8.80	\$5,280.00
Hunte, Julissa (JLH)	\$680	4.50	\$3,060.00
Jrade, Moises (MXJ)	\$680	65.60	\$44,608.00
Leimbach, David (DCL)	\$850	9.40	\$7,990.00
Lim, Michelle (MSL)	\$690	728.90	\$502,941.00
Olivares, Edgar (EPO)	\$680	1.30	\$884.00
Sandoval, Kristabel (KXS)	\$690	24.00	\$16,560.00
Watson, Brett (BDW)	\$725	28.80	\$20,880.00
<b>Law Clerks / Paralegals</b>			
Al-Hindi, Talal (TRA)	\$400	29.70	\$11,880.00
Barnett, Thomas (TRB)	\$350	52.10	\$18,235.00
Carter, Silvia (SGC)	\$450	0.60	\$270.00
Castro, Lourdes (LEC)	\$325	18.30	\$5,947.50
Currid, Linda (LZC)	\$300	5.80	\$1,740.00
Hermann, Ashley (AZH)	\$450	7.01	\$3,154.50
Hoover, Collin (CEH)	\$325	3.70	\$1,202.50
Kahey, Kristine (KDK)	\$450	4.00	\$1,800.00
King-Cash, Sarah (SKC)	\$450	45.10	\$20,295.00
Marks, Sam (STM)	\$300	2.30	\$690.00
McClain, Tracey (TLM)	\$425	4.20	\$1,785.00
McKay, Joseph (JXM)	\$275	0.00	\$0.00
Miller, Caroline (CBM)	\$400	37.50	\$15,000.00
Okeke, Onyebuchi (OJO)	\$400	1.00	\$400.00
Perez, Jennifer (JAP)	\$475	19.40	\$9,215.00
Price, Sarah (SQP)	\$325	33.60	\$10,920.00
Rodriguez, Brianda (BCR)	\$350	188.06	\$65,821.00
Smith, Tyler (TBS)	\$475	9.30	\$4,417.50
Winter, Kelle (KJW)	\$450	17.80	\$8,010.00

Yasay, Vincent (VCY)	\$450	10.00	\$4,500.00
Ummell, Elana (EMU)	\$250	2.60	\$650.00

<b>Grand Total</b>		<b>1,997.87</b>	<b>\$1,291,655.00</b>
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# Exhibit B

**CASE COSTS****Chavez, David v. Stellar****Matter No. 101494 & 101527****Date: 11/12/21**

DATE	VENDOR	DESCRIPTION	AMOUNT
10/17/2018	LWDA	Chavez, David v. Stellar Management	\$ 75.00
01/09/2019	SWCK	To reclass postage to case costs	\$ 26.68
03/13/2019	USDC California	Filing fee	\$ 400.00
03/15/2019	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Summons	\$ 589.36
03/22/2019	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Summons	\$ 99.00
03/29/2019	One Legal LLC (Info Track)	Substitute Service-Company - Stellar Management Group VII, LLC	\$ 252.00
03/29/2019	One Legal LLC (Info Track)	Substitute Service-Company - The Vincit Company, LLC d/b/a The Vincit Group	\$ 252.00
03/29/2019	One Legal LLC (Info Track)	Substitute Service-Company - The Vincit Company, LLC d/b/a The Vincit Group	\$ 71.50
03/29/2019	One Legal LLC (Info Track)	Substitute Service-Company - Stellar Management Group VII, LLC	\$ 71.50
03/29/2019	One Legal LLC (Info Track)	Substitute Service-Company - Stellar Management Group, Inc. d/b/a QSI Quality	\$ 71.50
03/29/2019	One Legal LLC (Info Track)	Substitute Service-Company - Stellar Management Group, Inc	\$ 62.00
04/16/2019	One Legal LLC (Info Track)	Proof of Service re Stellar Management Group, Inc	\$ 90.00
05/06/2019	Pacer	Document retrieval / legal research Q1 2019	\$ 4.70
05/18/2019	One Legal LLC (Info Track)	Application for Complex Case Designation, Declaration of Michelle S. Lim	\$ 181.00
05/24/2019	One Legal LLC (Info Track)	Opposition to Def. Motion to Dismiss, Declaration of David Chavez, OE	\$ 100.00
06/01/2019	West Payment Center (4005)	Research 05/01 - 05/31/19	\$ 17.32
06/01/2019	West Payment Center (4005)	Research 05/01 - 05/31/19	\$ 3,117.12
06/14/2019	One Legal LLC (Info Track)	Opposition, Declaration, Proof of Service	\$ 222.75
07/01/2019	West Payment Center (4005)	Research 06/01 - 06/30/19	\$ 42.01
07/01/2019	West Payment Center (4005)	Research 06/01 - 06/30/19	\$ 111.19
08/01/2019	West Payment Center (4005)	Research 07/01/19 - 07/31/19	\$ 114.80
08/05/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 4.40
08/06/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 0.40
08/06/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 0.80
08/15/2019	Edelstein, Ori (CA-HQ)	Public Transport - Case Related:Attend CMC:BART	\$ 8.90
08/15/2019	Edelstein, Ori (CA-HQ)	Snacks/Beverages - Case Related:Attend CMC:Philz Coffee	\$ 4.73
09/21/2019	One Legal LLC (Info Track)	Memorandum of P&A's in Opposition,Declaration in Support,Proof of Service of Process	\$ 15.09
10/07/2019	CourtCall, LLC (Paid by CC)	10/04/19 Ori Edelstein Court Approved Telephonic Hearing late fee	\$ 30.00
10/07/2019	CourtCall, LLC (Paid by CC)	10/04/19 Ori Edelstein Court Approved Telephonic Hearing	\$ 94.00
10/31/2019	West Payment Center (4005)	Research 10/01/19 - 10/31/19	\$ 66.00
11/05/2019	One Legal LLC (Info Track)	Case Management Statement	\$ 15.09
11/08/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 0.10
11/13/2019	TSG Reporting, Inc.	Witness Juanaiesela Hamilton - No Split	\$ 1,740.70
11/14/2019	TSG Reporting, Inc.	Witness Juanaiesela Hamilton - No Split	\$ 714.55
11/14/2019	TSG Reporting, Inc.	Certified Transcript - Witness Jeffrey Wayne Bryant - No Split	\$ 1,985.70
11/15/2019	TSG Reporting, Inc.	Witness Rebecca Hulgán/Tammy Way - No split	\$ 1,828.15
11/30/2019	Edelstein, Ori (CA-HQ)	Taxi - Case Related:10/7/19 Attend meet and confer conf.:Lyft	\$ 25.76
11/30/2019	Edelstein, Ori (CA-HQ)	Taxi - Case Related:10/7/19 Attend meet and confer conference in ct.:Lyft	\$ 36.45
11/30/2019	Edelstein, Ori (CA-HQ)	Taxi - Case Related:10/11/19 Attend CMC:Lyft	\$ 26.03
11/30/2019	Edelstein, Ori (CA-HQ)	Taxi - Case Related:10/11/19 Attend CMC:Lyft	\$ 36.64



DATE	VENDOR	DESCRIPTION	AMOUNT
11/30/2019	Edelstein, Ori (CA-HQ)	Snacks/Beverages – Case Related:10/31/19 Attend depositions:AIL DAILY WORLDTOD.	\$ 14.03
11/30/2019	Edelstein, Ori (CA-HQ)	Breakfast – Case Related:10/31/19 Attend depositions:FRESH & HEALTHY CAFE	\$ 7.12
11/30/2019	Edelstein, Ori (CA-HQ)	Snacks/Beverages – Case Related:10/29/19 Attend depositions:CITRON ET SEL	\$ 18.40
11/30/2019	Edelstein, Ori (CA-HQ)	Parking – Case Related:10/31/19 Attend depositions:AIRPORT DRIVE OAKLAND, CA 94	\$ 96.00
11/30/2019	Edelstein, Ori (CA-HQ)	Snacks/Beverages – Case Related:10/31/19 Attend depositions:LAMBERT ST. LOUIS IN	\$ 3.96
11/30/2019	Edelstein, Ori (CA-HQ)	Lunch - Case Related:10/31/19 Attend depositions:CALIFORNIA PIZZA KITCHEN	\$ 16.15
11/30/2019	Edelstein, Ori (CA-HQ)	Dinner - Case Related:10/29/19 Attend depositions:ALIMENTARI CUCINA E BAR P	\$ 36.84
11/30/2019	Edelstein, Ori (CA-HQ)	Dinner - Case Related:10/30/19 Attend depositions:Public House	\$ 47.33
11/30/2019	Edelstein, Ori (CA-HQ)	Dinner - Case Related:10/28/19 Attend depositions:PICKLE MEL	\$ 23.74
11/30/2019	Edelstein, Ori (CA-HQ)	Breakfast – Case Related:10/28/19 Attend depositions:SSP AMERICA PEETS T2 O	\$ 6.74
11/30/2019	Edelstein, Ori (CA-HQ)	Lunch - Case Related:10/28/19 Attend depositions:Charleys	\$ 9.49
11/30/2019	Edelstein, Ori (CA-HQ)	Lunch - Case Related:10/29/19 Attend depositions:RIA'S FOOD MART	\$ 3.11
11/30/2019	Edelstein, Ori (CA-HQ)	Car Rental – Case Related:10/31/19 Attend depositions:HERTZ RENTA CAR	\$ 276.52
11/30/2019	Edelstein, Ori (CA-HQ)	Lunch - Case Related:10/30/19 Attend depositions:FANASTASIA'S OLD WORLD	\$ 20.35
11/30/2019	West Payment Center (4005)	Research 11/01/19 - 11/30/19	\$ 141.53
11/30/2019	Edelstein, Ori (CA-HQ)	Mileage (Personal Vehicle) - Case Related:11/12/19 Attend CMC	\$ 60.99
11/30/2019	Edelstein, Ori (CA-HQ)	Tolls/Road Charges - Case Related:11/12/19 Attend CMC:Bridge Toll	\$ 6.00
11/30/2019	Edelstein, Ori (CA-HQ)	Mileage (Personal Vehicle) - Case Related:10/1/19 Attend CMC	\$ 60.99
11/30/2019	Edelstein, Ori (CA-HQ)	Tolls/Road Charges - Case Related:10/1/19 Attend hearing mtn to quash:Bridge Toll	\$ 6.00
11/30/2019	Edelstein, Ori (CA-HQ)	Snacks/Beverages - Case Related:11/12/19 Attend hearing:STARBUCKS	\$ 3.65
12/01/2019	Western Messenger Service, Inc.	12/09/19 - Delivery to USDC	\$ 48.37
12/31/2019	SWCK	To reclass postage to case costs	\$ 45.85
01/18/2020	One Legal LLC (Info Track)	PLAINTIFF'S SUR-SUR-REPLY TO DEFENDANTS STELLAR MANAGEMENT GROUP,	\$ 98.50
01/31/2020	RELX Inc DBA LexisNexis	Document Retrieval Period: 01/01/20 thru 01/31/20	\$ 5.13
02/06/2020	Pacer	Document retrieval / legal research QTR 4 2019	\$ 1.30
02/15/2020	Lim, Michelle (CA-LA)	Dinner - Case Related:12/6/19 Working Dinner re late drafting/finalizing Opp to MTD:Ube	\$ 27.72
02/19/2020	Atticus Administration, LLC	Chavez, David v. Stellar Management (CAND) 101494	\$ 2,637.00
02/29/2020	RELX Inc DBA LexisNexis	Document Retrieval 02/01/20 thru 02/29/20	\$ 5.90
02/29/2020	RELX Inc DBA LexisNexis	Document Retrieval 02/01/20 thru 02/29/20	\$ 1.10
02/29/2020	RELX Inc DBA LexisNexis	Document Retrieval 02/01/20 thru 02/29/20	\$ 7.37
02/29/2020	RELX Inc DBA LexisNexis	Document Retrieval 02/01/20 thru 02/29/20	\$ 21.91
03/04/2020	One Legal LLC (Info Track)	Case Management Statement, Proof of Service	\$ 67.50
03/04/2020	One Legal LLC (Info Track)	Case Management Statement,Proof of Service of Process	\$ 13.55
03/13/2020	Atticus Administration, LLC	Spanish version + printer expediting charges	\$ 2,400.00
03/30/2020	RELX Inc DBA LexisNexis	Period: 03/01/20 thru 03/31/20	\$ 29.14
03/30/2020	RELX Inc DBA LexisNexis	Period: 03/01/20 thru 03/31/20	\$ 5.06
03/31/2020	Echo Reporting, Inc.	01/31/20 Transcript of Proceedings - 100%	\$ 87.00
04/30/2020	RELX Inc DBA LexisNexis	Period: 04/01/20 thru 04/30/20	\$ 5.40
05/07/2020	Pacer	Document retrieval / legal research QTR 1 2020	\$ 2.30
05/15/2020	Edelstein, Ori (CA-HQ)	Parking - Case Related:1/31/20 parking to attend hearing on renewed MTD:IMPARK PAF	\$ 9.00
05/16/2020	One Legal LLC (Info Track)	Notice,Proof of Service of Motion/OSC	\$ 13.55
05/31/2020	JND eDiscovery LLC	Monthly hosting - May 2020	\$ 424.13
05/31/2020	RELX Inc DBA LexisNexis	Period: 05/01/20 thru 05/31/20	\$ 11.16
05/31/2020	RELX Inc DBA LexisNexis	Period: 05/01/20 thru 05/31/20	\$ 3.69
06/26/2020	FedEx	06/17/20 Fedex to Clementina Garcia from Thomas Barnett	\$ 22.04



DATE	VENDOR	DESCRIPTION	AMOUNT
06/30/2020	JND eDiscovery LLC	Monthly hosting - June 2020 - 100% Deferred	\$ 105.38
06/30/2020	RELX Inc DBA LexisNexis	Period: 06/01/20 thru 06/30/20	\$ 0.76
06/30/2020	RELX Inc DBA LexisNexis	Period: 06/01/20 thru 06/30/20	\$ 7.04
07/16/2020	One Legal LLC (Info Track)	Case Management Statement,Proof of Service of Process	\$ 13.55
07/24/2020	One Legal LLC (Info Track)	Notice	\$ 13.55
07/31/2020	JND eDiscovery LLC	Monthly hosting - July 2020 - 100% Deferred	\$ 162.38
07/31/2020	RELX Inc DBA LexisNexis	Period: 07/01/20 thru 07/31/20	\$ 0.75
08/04/2020	Peggy N. Tsujimoto, CSR	Court Reporting - Paid 100%	\$ 660.00
08/10/2020	Pacer	Document retrieval / legal research QTR 2 2020	\$ 0.50
08/13/2020	Mark S. Rudy Corp.	Mediation scheduled for 09/10/20 - Plaintiffs Half of \$20,000	\$ 10,000.00
08/31/2020	JND eDiscovery LLC	Monthly hosting - August 2020 - 100% Deferred	\$ 43.13
09/30/2020	Edelstein, Ori (CA-HQ)	Lunch - Case Related:9.24.20 lunch during mediation:GrubHub	\$ 23.80
09/30/2020	Pacer	Document retrieval / legal research QTR 3 2020	\$ 0.20
09/30/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/20 thru 09/30/20	\$ 2.07
09/30/2020	JND eDiscovery LLC	Monthly hosting - September 2020 - 100% Deferred	\$ 43.13
10/31/2020	JND eDiscovery LLC	Monthly hosting - October 2020 - 100% Deferred	\$ 43.13
10/31/2020	First Legal Network LLC	10/01/20 Process Service - Foster Farms	\$ 166.38
10/31/2020	First Legal Network LLC	10/01/20 Process Service - Perdue Foods LLC	\$ 56.50
10/31/2020	First Legal Network LLC	10/01/20 Process Service - Foster Farms	\$ 40.00
10/31/2020	First Legal Network LLC	10/01/20 Process Service - Perdue Foods LLC	\$ 40.00
10/31/2020	First Legal Network LLC	10/06/20 Process Service - Foster Farms, LLC	\$ 166.38
10/31/2020	First Legal Network LLC	10/15/20 Process Service - LA MEXICANA LLC	\$ 166.38
10/31/2020	First Legal Network LLC	10/15/20 Process Service - LA MEXICANA LLC	\$ 40.00
10/31/2020	First Legal Network LLC	10/21/20 Process Service - Foster Poultry Farms	\$ 165.01
10/31/2020	First Legal Network LLC	10/21/20 Process Service - Foster Poultry Farms	\$ 40.00
11/06/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/20 thru 10/31/20	\$ 7.15
11/06/2020	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/20 thru 10/31/20	\$ 6.35
11/17/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages	\$ 70.50
11/17/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages	\$ 70.50
11/24/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages - NO Split	\$ 70.50
11/30/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages - NO Split	\$ 70.50
11/30/2020	JND eDiscovery LLC	Monthly hosting - November 2020 - 100% Deferred	\$ 43.13
11/30/2020	First Legal Network LLC	10/15/20 Process Service - The Honest Kitchen	\$ 250.97
11/30/2020	First Legal Network LLC	10/01/20 Process Service - The Honest Kitchen	\$ 40.00
11/30/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages - No Split	\$ 70.50
11/30/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages - No Split	\$ 70.50
11/30/2020	First Legal Records	Basic Fee (Opposing Counsel) & Pages - No Split	\$ 70.50
11/30/2020	One Legal LLC (Info Track)	Case Management Statement	\$ 13.55
12/02/2020	One Legal LLC (Info Track)	Summons for Defendant	\$ 67.00
12/23/2020	First Legal Records	Basic Fee & Deposition Officer Fee - No Split	\$ 70.50
12/24/2020	First Legal Records	Basic Fee & Deposition Officer Fee - No Split	\$ 70.50
12/31/2020	101494 - Chavez, David v. Stellar (C	Postage: 01/01/2020 - 12/31/2020	\$ 30.25
12/31/2020	JND eDiscovery LLC	Monthly hosting - December 2020 - 100% Deferred	\$ 43.13
12/31/2020	SWCK	Copies and Printing from CopyTrack System (2015-2020)	\$ 1,053.25
12/31/2020	101527 - Chavez, David v. Stellar (C	Postage: 01/01/2020 - 12/31/2020	\$ 1.30



DATE	VENDOR	DESCRIPTION	AMOUNT
12/31/2020	SWCK	Copies and Printing from CopyTrack System (2015-2020)	\$ 144.50
01/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/20 thru 12/31/20	\$ 0.45
01/29/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/2021 - 01/31/2021	\$ 17.47
01/31/2021	JND eDiscovery LLC	Monthly hosting - January 2021 - 100% Deferred	\$ 43.13
02/11/2021	Pacer	Document retrieval / legal research QTR 4 2020	\$ 0.20
02/28/2021	JND eDiscovery LLC	Monthly hosting - February 2021 - 100% Deferred	\$ 43.13
03/31/2021	JND eDiscovery LLC	Monthly hosting - March 2021 - 100% Deferred	\$ 43.13
04/30/2021	JND eDiscovery LLC	Monthly hosting - April 2021 - 100% Deferred	\$ 43.13
05/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/2021 - 04/30/2021	\$ 16.06
05/06/2021	Pacer	Document retrieval / legal research QTR 1 2021	\$ 1.80
05/11/2021	One Legal LLC (Info Track)	Case Management Statement,Proof of Service of Process	\$ 15.60
05/12/2021	One Legal LLC (Info Track)	Proof of Service, Case Management Statement	\$ 67.50
05/17/2021	One Legal LLC (Info Track)	Stipulation,Proof of Service of Process	\$ 15.60
05/31/2021	JND eDiscovery LLC	Monthly hosting - May 2021 - 100% Deferred	\$ 43.13
06/16/2021	One Legal LLC (Info Track)	Stipulation for Dismissal, Proof of Service- No Split	\$ 67.50
06/30/2021	JND eDiscovery LLC	Monthly hosting - June 2021 - 100% Deferred	\$ 43.13
07/31/2021	JND eDiscovery LLC	Monthly hosting - July 2021 - 100% Deferred	\$ 43.13
08/12/2021	Pacer	Document retrieval / legal research QTR 2 2021	\$ 1.60
08/31/2021	JND eDiscovery LLC	Monthly hosting - August 2021 - 100% Deferred	\$ 43.13
09/30/2021	JND eDiscovery LLC	Monthly hosting - September 2021 - 100% Deferred	\$ 43.13
10/18/2021	Pacer	Document retrieval / legal research 07/01/21 - 09/30/21	\$ 0.20
			<b>\$ 34,384.78</b>