

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
3 E-mail: allen@gravesfirm.com
4 JACQUELINE TREU (SB#247927)
5 E-mail: jacqueline@gravesfirm.com
6 JENNY YU (SB#253033)
7 E-mail: jennyyu@gravesfirm.com
8 122 N. Baldwin Ave., Main Floor
9 Sierra Madre, CA 91024
10 Telephone: (626) 240-0575
11 Facsimile: (626) 737-7013

12 Attorneys for Plaintiff
13 Kevin Saunders

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF LOS ANGELES

16 DANIEL MARKO, JESUS CORONA,
17 on behalf of themselves and others
18 similarly situated and in their capacity as
19 Private Attorney General
20 Representatives,

21 Plaintiffs,

22 v.

23 DOORDASH, INC.,

24 Defendants.

CASE NO.: BC659841

**DECLARATION OF ALLEN GRAVES
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND AWARD OF
SERVICE PAYMENTS, COSTS, AND
ATTORNEY FEES**

Hearing Date: November 30, 2021

Time: 9:30 a.m.

Dept.: 7

Judge: Hon. Amy D. Hogue

1 I, Allen Graves, declare:

2 1. I am the attorney of record for Plaintiff Kevin Saunders in the above-
3 captioned matter (“Marko”), and in the matters of *Saunders v. DoorDash, Inc.*, Case
4 No. CGC-20-585467 filed in San Francisco Superior Court (“*Saunders Class Action*”) and
5 *Saunders v. DoorDash, Inc.*, Case No. CGC-20-587051 filed in San Francisco Superior
6 Court (“*Saunders PAGA*”). I am licensed to practice law in the State of California and
7 before this Court. I have personal knowledge of the facts herein.

8 **A. Background of Plaintiff’s Counsel**

9 2. I am a graduate of Michigan Law School and am principal at The Graves
10 Firm. The firm is dedicated to representing plaintiffs in employment litigation.

11 3. I have extensive experience and training in the area of misclassification
12 class and representative actions and other actions based on the California Labor Code.
13 After graduating with honors from the University of Michigan School of Law, I practiced
14 at Paul, Hastings, Janofsky and Walker (“Paul Hastings”) from 1999 until 2004.

15 4. While at Paul Hastings, I specialized exclusively in employment litigation
16 and represented several of the nation’s largest employers in wage and hour class actions.

17 5. During my tenure at Paul Hastings, that firm was ranked by *The American*
18 *Lawyer* as the best employment law practice in the United States.

19 6. Since leaving Paul Hastings, I have served as lead counsel in numerous wage
20 and hour class actions and have an established history of obtaining substantial recoveries
21 for the employees that I represent. The class action cases in which I have successfully
22 served as lead counsel include: *Juang v. Vivendi Universal Games* (BC342789); *Ressler v.*
23 *Federated, Inc.* (BC335018); *Butler v. Southwest Airlines* (BC372357); *Mills v. Bed Bath*
24 *& Beyond* (BC316825); *Madison v. Cedar Fair* (07CC01407); *Bonilla v. Regis*
25 *Corporation* (30-2009-00329724); *Mills v. Sur La Table* (BC421265); *Krueger v.*
26 *California Institute of Technology* (BC441480); *Williams v. The Sherwin-Williams*
27 *Company* (CV080338); *Swain v. Ryder Integrated Logistics, Inc.* (3:10-cv-04192-CRB);
28 *Ortiz v. ARG* (30-2014-00726341-CU-OE-CXC); *Barajas v. Marlu* (BC630452);

1 *Thompson v. Target* (BC474522); *Ortega v. Global Tel*Link* (BC636438); *Cullum v.*
2 *Manheim* (30-2015-00772124-CU-OE-CXC); *Gellman v. Adesa* (RIC1819601); *Finholt v.*
3 *TaskRabbit* (BC722869); *LaBorde v. Lyft* (BC707667); and *Carl Karcher Wage and Hour*
4 *Cases* (CORD4537).

5 7. I have lectured and served as an instructor for Continuing Education of the
6 Bar (CEB), The Employers Group, and other professional organizations.

7 **B. Investigation of Claims**

8 8. Prior to filing the *Saunders* actions, my office interviewed multiple
9 employees who drove for Defendants and reviewed documents that related to the policies
10 and practices at issue in this case.

11 9. At the soonest instance possible, I served a full set of written discovery upon
12 Defendants in the *Saunders* actions.

13 10. Prior to my appearance in the instant matter, I studied the preceding events
14 and court actions in the instant action, including the prior versions of the settlement
15 agreement and prior requests for preliminary approval. I am familiar with the claims,
16 procedural history, settlement efforts, and posture of the case.

17 11. I have also reviewed and analyzed the settlement in the instant matter,
18 scrutinizing the terms of the settlement, the basis for the settlement amount, and valuing
19 of the claims at issue.

20 12. The claims in *Saunders Class Action*, *Saunders PAGA*, and *Marko* overlap
21 and are brought against the same Defendant. Through discovery, legal research, study,
22 and analysis, I have investigated and am familiar with the claims in the three actions.

23 **C. Contribution to the Instant Settlement**

24 13. The parties' settlement has gone through several iterations. In or around
25 November 2019, the parties in the instant case along with the parties in *Marciano v.*
26 *DoorDash* (Case No. CGC-18-567879 in the San Francisco Superior Court) reached a
27 settlement of the misclassification claims asserted in both matters. That initial settlement
28 would have released claims through February of 2020.

1 14. Mindful of the settlement, the operative complaints in both *Saunders*
2 actions were specifically drafted to exclude the period covered by the then-existing
3 existing Settlement, and sought only to litigate the issue of driver misclassification from
4 the end of the settlement going forward.

5 15. The parties in this case and the *Marciano* conducted a second mediation in
6 September 2020. At that mediation, the parties expanded the temporal scope of the
7 settlement so as to encompass the two *Saunders* cases. A copy of that settlement
8 agreement is attached hereto as Exhibit 1.

9 16. Once the *Marko* and *Marciano* parties reached a settlement that purported to
10 include Saunders as a class member, I carefully reviewed the proposed settlement and
11 discovered issues with the settlement that I believed could and should be improved.
12 Plaintiff Saunders also reviewed the settlement and identified changes that he wanted to
13 see as a condition for supporting and participating in the settlement.

14 17. Specifically, my office raised concerns regarding the valuation of the case,
15 and the need to pay a higher rate of compensation to class members like Saunders who
16 had opted out of arbitration and thereby retained their right to individually litigate their
17 claims.

18 18. Saunders, through my office, took a number of concrete steps to bring these
19 issues to the attention of the *Marko* and *Marciano* parties in an attempt to improve the
20 settlement.

21 19. Ultimately, the parties – including Saunders, Marciano, Marko, and the
22 other Plaintiffs in the instant action – reached a revised final agreement in April 2021.

23 20. The revised settlement agreement included the following improvements:
24 1) The total settlement amount significantly increased, from \$88,500,000 to \$100,000,000;
25 2) class members who opted out of arbitration, as a reflection of their more valuable
26 claims, will receive double credit under the settlement; and 3) class members who have
27 filed an arbitration demand, or expressed written intent to do so, will receive double
28 credit under the settlement.

1 **D. No Conflict**

2 21. I confirm that neither I nor any of my family members or employees of
3 Defendant or class members.

4 22. I am unaware of any actual or potential conflict between myself and the
5 class or any members of the class.

6 **E. Fee Sharing Agreement**

7 23. The parties and counsel reached agreement with regard to fee sharing in this
8 matter in April 2021.

9 24. Prior to entering into any agreement with regard to fee sharing, I advised my
10 client regarding the proposed fee sharing arrangement between Plaintiffs' counsels related
11 to this matter and obtained his approval.

12 25. I provided my client a written copy of the fee sharing agreement. On April
13 8, 2021, my client signed the fee sharing agreement related to this matter. That agreement
14 was filed in connection with Preliminary Approval proceedings in this matter, attached to
15 the Declaration of Kevin Saunders filed on June 17, 2021.

16 **E. Endorsement of the Settlement**

17 26. I have substantial experience with misclassification cases like the one at
18 issue here. After considering all of the risks and benefits of litigation, and in light of the
19 improvements made to the settlement in response to concerns raised by Plaintiff Saunders,
20 I believe that this settlement is in the best interests of the Class.

21 **F. Attorney Fees and Costs**

22 27. My hourly rates are in line with the market rate for someone of my
23 experience, skill and knowledge.

24 28. Multiple courts have explicitly approved my hourly rate and those of my
25 associates and staff as reasonable, and no court has ever calculated my fees on the basis of
26 a lower hourly rate than that billed by my firm. No court has ever entered an order
27 finding my rate or the rate of anyone employed at my firm to be excessive.
28

1 29. In August 2018, in *Ortega v. Global Tel*Link et. al.* (BC636438), this
2 Court, the Honorable Judge Hogue presiding, approved my then-current rate of \$625 per
3 hour, holding that it was “reasonable and appropriate in light of Counsel’s skill and
4 experience.” This Court made the same finding with regard to the current hourly rates for
5 each of the two associate attorneys and both of the paralegals who have billed time to this
6 case. That opinion is attached hereto as Exhibit 2.

7 30. On July 21, 2021, Judge Elihu M. Berle of the Los Angeles Superior Court,
8 Complex Division, approved my then-current rate of \$625 per hour, holding that it was
9 “reasonable and appropriate in light of [Counsel’s] skill and experience.” Judge Berle
10 made the same finding with regard to the current hourly rates for each of the associate
11 attorneys and paralegals who have billed time to this case. That opinion is attached hereto
12 as Exhibit 3.

13 31. On September 8, 2021, Judge Thomas P. Anderle of the Santa Barbara
14 Superior Court approved my current rate of \$685 per hour, holding that it “is reasonable
15 and appropriate in light of [Counsel’s] skill and experience.” Judge Anderle made the
16 same finding with regard to the current hourly rates for each of the associate attorneys and
17 paralegals who have billed time to this case. That opinion is attached hereto as Exhibit 4.

18 32. In addition to being approved by multiple courts, the rates listed here are the
19 same rates my office charges to clients for whom we perform work on an hourly basis.
20 My firm is regularly engaged in matters for which attorney and paralegal time is billed
21 and paid at these rates. Such hourly work constituted approximately 30% of my practice
22 in 2017 and approximately 15% of my practice from 2018 to the present.

23 33. My hourly rates have also been reviewed and supported by an expert in
24 attorney fees, Richard M. Pearl. Attached hereto as Exhibit 5 is the Declaration of
25 Richard M. Pearl, a nationally recognized scholar and leading expert in the field of
26 attorney fees. Mr. Pearl is the author of *California Attorney Fee Awards*, 2d Ed. (Calif.
27 Cont. Ed. of Bar 1994) and *California Attorney Fee Awards* (3d ed Cal. CEB 2010).

1 34. My office has advanced the costs of litigation in the *Saunders* actions and in
2 my participation in settlement negotiations herein, and has invested many billable hours of
3 work into this case without any guarantee of being paid or any date certain for payment.

4 35. Throughout the instant litigation, my practice has been extremely busy, to
5 the point where I have regularly had to turn away would-be clients and refer them to other
6 attorneys. I reasonably expect that I could have filled every one of the hours that I worked
7 on this case with other billable work.

8 36. Attached as Exhibit 6 is a true and correct record of the time that I and my
9 office have worked on the pending matters against Defendant DoorDash. The total value
10 of that time is \$261,562. A breakdown by timekeeper can be found at Exhibit 7. These
11 hours exclude time worked on claims not released by the instant settlement.

12 37. The fee sharing agreement executed by the multiple plaintiffs provides that
13 my office will receive 4% of any fee award. Assuming the requested fee of \$28,000,000
14 is granted, my portion of that will be \$1,120,000, representing a multiplier of 4.28.

15 38. My office has advanced \$7,565.61 in costs in connection with the *Saunders*
16 actions and this matter. Attached hereto as Exhibit 8 is a true and correct report of the
17 costs advanced by my office in this matter.

18 **G. Plaintiff Saunders' Participation**

19 39. Plaintiff Saunders spent extensive time in telephonic and in-person meetings
20 with my office to review documents and pleadings, and assisted my office in
21 understanding the factual background of these cases. For example, Defendant initially
22 removed the *Saunders* matter to federal court. Plaintiff Saunders assisted my office by
23 investigating the DoorDash sign up platform and providing evidence that the company
24 collected information including home addresses, driver's license information and car
25 registration information that could support remand under the home state exception to
26 federal jurisdiction. Ultimately, we were successful in obtaining remand and thereby
27 applying further pressure on DoorDash. This success was to in no small part to the
28 exceptional work of Plaintiff Saunders.

40. Saunders was also an active participant with regard to the negotiation of the settlement that is now before this court. Saunders reviewed the prior settlement and provided specific input with regard to changes that will improve the value and fairness of the settlement. Saunders' level of dedication and ability to make meaningful input far exceeded the typical level of participation I have observed from plaintiffs in similar cases.

H. Post-Approval Communication and Advocacy

41. While this matter has been pending, my office has received and responded to multiple phone calls and emails from class members inquiring regarding the settlement. I have trained my staff to perform the initial intake of such inquiries. I as well as other attorneys at my firm personally respond to such inquiries as appropriate. Following final approval of this Settlement, I anticipate I will continue to receive inquiries from class members regarding settlement payments, and will advocate for class members regarding any disputes. I expect my office is likely to receive calls from class members until all payments have been distributed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of September, 2021 at Sierra Madre, California.

ALLEN GRAVES

1 This Class Action Settlement Agreement and Release, including Exhibits 1 - 4 hereto
2 ("Settlement Agreement" or "Agreement"), is made and entered into by, between, and among
3 Plaintiffs Cynthia Marciano, David Cristini, Darnell Austin, Manuel Magana, Jared Roussel, Daniel
4 Marko, Jesus Corona, Suhail Farran, and Dana Lowe ("Plaintiffs") on behalf of themselves and the
5 Settlement Class and the State of California as defined below, on the one hand, and Defendant
6 DoorDash, Inc. ("Defendant" or "DoorDash") on the other hand. Plaintiffs and Defendant
7 (collectively, the "Parties") enter into this Agreement to effect a full and final settlement and preclusive
8 judgment resolving all claims brought or that could have been brought against DoorDash in the
9 consolidated cases *Marciano v. DoorDash, Inc.*, CGC-18-567869 (San Francisco Super. Ct.)
10 ("*Marciano*"), and *Austin v. DoorDash, Inc.*, No. 1:17-cv-12498 (D. Mass.) ("*Austin*"), including as
11 amended pursuant to this Agreement (collectively, the "Action"), and all claims based on or reasonably
12 related thereto. This Agreement is intended to fully and finally compromise, resolve, discharge, and
13 settle the Released Claims, as defined and on the terms set forth below, and to the full extent reflected
14 herein, subject to the approval of the Court.

15 **I. RECITALS**

16 This Agreement is made in consideration of the following facts:

17 1.1 WHEREAS, on July 5, 2018, Plaintiff Cynthia Marciano and David Cristini filed a
18 Private Attorneys General Act, Labor Code §§ 2698, *et seq.* ("PAGA") representative action complaint
19 in San Francisco County Superior Court (Case No. CGC-18-567869) asserting various Labor Code
20 claims against DoorDash arising from DoorDash's alleged misclassification of delivery drivers in
21 California as independent contractors on behalf of the State of California Labor and Workforce
22 Development Agency ("LWDA"), herself, and all delivery drivers in California treated by DoorDash as
23 independent contractors (the "*Marciano* Action");

24 1.2 WHEREAS, on May 8, 2018, Plaintiff Manuel Magana brought class claims based on
25 the same theory of misclassification and Labor Code violations on behalf of a proposed class consisting
26 of all delivery drivers in California treated by DoorDash as independent contractors, which was removed
27
28

1 to federal court where it proceeded as *Magana v. DoorDash Inc.*, Civ. A. No. 4:18-cv-03395-PJH (N.D.
2 Cal.);

3 1.3 WHEREAS, on September 26, 2017, Plaintiff Darnell Austin brought class claims based
4 on the same theory of misclassification and wage violations on behalf of a proposed class consisting of
5 all delivery drivers in Massachusetts treated by DoorDash as independent contractors, which was
6 removed to federal court where it proceeded as *Austin v. DoorDash Inc.*, Civ. A. No. 4 No. 1:17-cv-
7 12498-IT (D. Mass.);

8 1.4 WHEREAS, on March 12, 2019, Plaintiff Jared Roussel, who opted out of DoorDash's
9 arbitration clause, brought PAGA claims based on the same theory of misclassification and Labor Code
10 violations on behalf of a proposed class consisting of all delivery drivers in California treated by
11 DoorDash as independent contractors in San Francisco County Superior Court (Case No. CGC-19-
12 572934);

13 1.5 WHEREAS, on May 2, 2017, Plaintiff Marko filed a Complaint in *Marko v. DoorDash*
14 *Inc.*, Case No. BC659841, in the Superior Court of California, San Francisco County, asserting on behalf
15 of himself and all delivery drivers classified by DoorDash as independent contractors in California
16 various wage-related violations arising from DoorDash' alleged misclassification of drivers as
17 independent contractors;

18 1.6 WHEREAS, on May 11, 2018, Plaintiff Farran filed a Complaint in *Suhail Farran v.*
19 *DoorDash, Inc.*, Orange County Case No. 30-2018-00992677-CU-OE-CXC and subsequently filed a
20 complaint in *Suhail Farran v. DoorDash, Inc.*, Los Angeles County Case No. 19STCV13945 (filed on
21 April 23, 2019), asserting on behalf of himself and all delivery drivers classified by DoorDash as
22 independent contractors in California various wage-related violations arising from DoorDash' alleged
23 misclassification of drivers as independent contractors;

24 1.7 WHEREAS, on July 26, 2018, Plaintiff Lowe filed a Complaint in *Dana Lowe v.*
25 *DoorDash, Inc.*, BC715425 (L.A. Sup. Ct.), asserting on behalf of himself and all delivery drivers
26 classified by DoorDash as independent contractors in California various wage-related violations arising
27 from DoorDash' alleged misclassification of drivers as independent contractors;
28

1 1.8 WHEREAS, Plaintiffs allege generally that DoorDash improperly classified them and all
2 putative Settlement Class Members as independent contractors rather than employees, and assert
3 derivative claims related thereto;

4 1.9 WHEREAS, DoorDash denies the allegations in the Action; maintains each and any
5 delivery driver's claims must be individually arbitrated pursuant to that delivery driver's arbitration
6 agreement; denies that it has engaged in any wrongdoing; denies that any Settlement Class Member was
7 ever an employee of DoorDash; denies that Plaintiffs' allegations state valid claims; denies that a
8 litigation class could properly be certified in the Action; denies that Plaintiffs' claims could properly be
9 maintained as a representative action; and states that it is entering into this Settlement Agreement solely
10 to eliminate the burden, expense, and delay of further arbitrations and litigation, and on the express
11 conditions that (a) if for any reason the Settlement is not finalized according to the terms of this
12 Agreement, the Settlement and the documents generated as a result of the Settlement shall not be usable
13 for any purpose in any of the Actions or Arbitration, and (b) this Settlement and the documents generated
14 as a result of the Settlement are not admissible or usable in any other proceeding or arbitration, except
15 to the extent necessary to enforce this Settlement and the orders, judgment and agreements arising from
16 this Settlement or as may be required to be cited and offered in support of a request to stay or dismiss
17 other legal proceedings involving DoorDash raising similar issues, including but limited to pending
18 litigations, arbitrations, and agency proceedings.

19 1.10 WHEREAS, a bona fide dispute exists as to whether any amount of wages or penalties
20 are due from Defendant to any putative Settlement Class Member or to the LWDA;

21 1.11 WHEREAS, in preparation for mediation, the Parties engaged in informal discovery,
22 exchanging information, documents and reviewing and analyzing extensive data made available by
23 DoorDash, which enabled Plaintiffs and the mediator to thoroughly evaluate Plaintiffs' claims and the
24 claims of the putative class, and the likely outcomes, risks and expense of pursuing litigation;

25 1.12 WHEREAS, the Parties attended an in-person mediation session on September 10, 2019,
26 with professional mediator Mark Irvings, and continued to discuss settlement terms at length with the
27 mediator following the mediation session, before agreeing to the terms of this arm's-length Settlement;
28

1 1.13 WHEREAS, the Parties attended a second, virtual mediation session on September 24,
2 2020, with professional mediator Tripper Ortman to further discuss settlement terms;

3 1.14 WHEREAS, as a result of the mediation, Plaintiffs and Class Counsel believe that the
4 Settlement provides a favorable recovery for the Settlement Class, based on the claims asserted, the
5 evidence developed, and the damages that might be proven against DoorDash in the Action. The
6 Plaintiffs and Class Counsel further recognize and acknowledge the expense and length of continued
7 proceedings necessary to prosecute the Action against DoorDash through trial and appeals. They also
8 have considered the uncertain outcome and the risk of any litigation, especially in complex litigation
9 such as the Action, as well as the difficulties and delays inherent in any such litigation. They are also
10 mindful of the inherent challenges of proof and the strength of the defenses to the alleged claims, and
11 therefore believe that it is desirable that the Released Claims be fully and finally compromised, settled,
12 and resolved with prejudice as set forth herein, subject to the approval of the Court;

13 1.15 WHEREAS, Class Counsel agrees to take any and all steps necessary to dismiss pending
14 cases before the American Arbitration Association brought by her firm on behalf of Settlement Class
15 Members;

16 1.16 WHEREAS, Plaintiffs and Class Counsel, based on their own independent investigations
17 and evaluations, have examined the benefits to be obtained under the terms of this Settlement
18 Agreement, have considered the claims of the Plaintiffs, the claims of the average Settlement Class
19 Member, the risks associated with the continued prosecution of the Action, and the likelihood of success
20 on the merits of the Action, and believe that, after considering all the circumstances, including the
21 uncertainties surrounding the risk of further litigation and the defenses that DoorDash has asserted and
22 could assert, the proposed Settlement set forth in this Agreement is fair, reasonable, adequate, in the best
23 interests of the Plaintiffs and the Settlement Class, and confers substantial benefits upon the Settlement
24 Class;

25 1.17 WHEREAS, Plaintiffs warrant and represent that they are competent to enter into this
26 Settlement and are effecting this Settlement and executing this Agreement after having received full
27
28

1 legal advice as to their respective rights and have had the opportunity to obtain independent counsel to
2 review this Agreement;

3 1.18 WHEREAS, the Parties further agree that the Agreement, the fact of this Settlement, and
4 any of the terms of this Agreement, and any documents filed in connection with the Settlement shall not
5 constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding, or evidence
6 of: (i) any wrongdoing, (ii) any violation of any statute or law, (iii) any liability on the claims or
7 allegations in the Action on the part of any Released Parties, or (iv) any waiver of DoorDash's right to
8 arbitration or enforceability of any DoorDash arbitration agreement, or (v) the propriety of certifying a
9 litigation class or pursuing representative relief under the PAGA in the Action or any other proceeding;
10 and shall not be used by any Person for any purpose whatsoever in any legal proceeding, including but
11 not limited to arbitrations or agency proceedings, other than a proceeding to enforce the terms of the
12 Agreement; provided, however, that this settlement may be cited and offered in support of a request to
13 stay or dismiss other legal proceedings involving DoorDash raising similar issues, including but limited
14 to pending litigations, arbitrations, and agency proceedings. Nothing in this settlement alters the
15 classification of the delivery providers as independent contractors. There has been no final
16 determination by any court as to the merits of the claims asserted by Plaintiffs against DoorDash, nor
17 has there been any final determination as to whether a class should be certified or whether representative
18 claims may properly be pursued, other than for settlement purposes only;

19 1.19 WHEREAS, for settlement purposes only, DoorDash will stipulate to the certification of
20 class claims that are subject to the certification requirements of California Code of Civil Procedure
21 Section 382. DoorDash disputes that certification is proper for the purposes of litigating the class claims
22 proposed in or flowing from the claims asserted in the *Marciano, Magana, Roussel, Austin, Marko,*
23 *Farran, and Lowe* Actions. DoorDash expressly reserves the right to oppose certification of any
24 purported class should the Settlement fail to become final and effective;

25 1.20 WHEREAS, the Parties desire to compromise and settle all issues and claims that have
26 been, could have been, or should have been brought against DoorDash or related persons in the Action,
27 including all claims brought on a putative class and representative basis in the *Marciano* Action;
28

1 1.21 NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
2 AGREED, by the Plaintiffs for themselves and on behalf of the Settlement Class, and by DoorDash that,
3 subject to the approval of the Court, the *Marciano, Magana, Roussel, Austin Marko, Farran, and Lowe*
4 Actions shall be settled, compromised, and judgment shall be entered with prejudice, and the Released
5 Claims shall be finally and fully compromised and settled as to the Released Parties, in the manner and
6 upon the terms and conditions hereafter set forth in this Agreement.

7 **II. DEFINITIONS**

8 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
9 meanings set forth below:

10 2.1 “California Settlement Class” means all individuals who entered into an agreement
11 with DoorDash to use the DoorDash mobile application to offer delivery services to customers in
12 California during the Relevant Period and performed at least one delivery in California from August
13 30, 2016 through December 31, 2020.

14 2.2 “Claim Form” means the document included in the Class Notice which Settlement Class
15 Members must complete and return to receive Settlement Payments and which serves as that Settlement
16 Class Member’s Consent to Join as a party plaintiff to the FLSA claims asserted in this Action pursuant
17 to 29 U.S.C. § 216(b) and effect a full and complete release of all claims under the FLSA based on or
18 reasonably related to the claims asserted in this Action. To be valid, a Claim Form must be signed
19 without any deletion or amendment to its language regarding the release of the FLSA claims and without
20 any deletion or amendment to any other portion. If the Court does not finally approve this Settlement
21 Agreement, any Consent to Join and release of the FLSA claims filed on behalf of any Settlement Class
22 Member shall be void *ab initio*.

23 2.3 “Class Counsel” means Lichten & Liss-Riordan, P.C., The Law offices of Todd M.
24 Friedman, P.C., the Aegis Law Firm PC, and Capstone Law APC, who will share in the Class Counsel
25 Award.

26 2.4 “Class Counsel Award” means (i) the attorneys’ fees for Class Counsel’s litigation and
27 resolution of the Action, and all arbitrations and claims resolved by this Settlement, as awarded by the
28

1 Court, which may not exceed \$29,500,000 (or 1/3 of the initial sum of \$88,500,000.00) and (ii) all
2 expenses and costs incurred by Class Counsel in litigation and resolution of the Action, and all
3 arbitrations and claims resolved by this Settlement, as awarded by the Court.

4 2.5 “Class Information” means information regarding Settlement Class Members that
5 Defendant will in good faith compile from its records and provide to the Settlement Administrator.
6 Class Information shall be provided in a Microsoft Excel spreadsheet and shall include, if possible,
7 for each Settlement Class Member: full name, last known address, email address and other data
8 necessary to determine, pursuant to an agreed-upon formula, the payment the Settlement Class
9 Member shall receive. Because Settlement Class Members’ private information is included in the
10 Class Information, Class Counsel and the Settlement Administrator shall maintain the Class
11 Information in confidence and shall use and disclose Class Information only for purposes of this
12 Settlement and for no other purpose; access shall be limited to employees of the Class Counsel and
13 the Settlement Administrator with a need to use the Class Information as part of the administration of
14 the Settlement.

15 2.6 “Class Notice” means the notice of class action settlement to be provided to Settlement
16 Class Members, without material variation from Exhibit 1.

17 2.7 “Consent to Join” means a Settlement Class Member’s consent to join as a party plaintiff
18 to the FLSA claims asserted in this Action pursuant to 29 U.S.C. § 216(b). A Settlement Class Member’s
19 signed Claim Form that is timely and validly submitted to the Settlement Administrator shall serve as
20 that Settlement Class Member’s Consent to Join.

21 2.8 “Court” means San Francisco County Superior Court.

22 2.9 “Delivery Miles” means the total number of miles between the location where orders
23 are received and accepted by the driver and the location where orders are delivered (which includes
24 distance spent driving to the restaurant and distance spent driving from the restaurant to the customer),
25 for each Settlement Class Member during the Settlement Class Period, as determined by DoorDash’s
26 records.

1 2.10 “Effective Date” means seven (7) days after which both of the following events have
2 occurred: (i) the Court’s Final Approval order has been entered and (ii) the Court’s Final Approval
3 order and Judgment have become Final.

4 2.11 “Exclusion/Written Objection Deadline” means the final date by which a Settlement
5 Class Member may either (i) object to any aspect of the Settlement, or (ii) request to be excluded from
6 the Settlement. The Exclusion/Written Objection Deadline shall be sixty (60) days after the Notice
7 Date, defined below as the date of the initial distribution of the Class Notice to Settlement Class
8 Members by electronic mail. The Exclusion/Written Objection Deadline shall be specifically
9 identified and set forth in the Preliminary Approval Order and the Class Notice.

10 2.12 “Final” when referring to a judgment or order, means that (i) the judgment is a final,
11 appealable judgment; and (ii) either (a) no appeal has been taken from the judgment as of the date on
12 which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the
13 judgment having been commenced, such appeal or other review is finally concluded and no longer is
14 subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for
15 re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has
16 been finally resolved in such manner that affirms the judgment order in its entirety.

17 2.13 “Final Approval” means the Court’s entry of a Final Approval order finally approving
18 this Settlement.

19 2.14 “Final Approval Hearing” means the hearing at or after which the Court will make a
20 final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, finally
21 approved by the Court.

22 2.15 “Judgment” means the judgment to be entered in the Action on Final Approval of this
23 Settlement.

24 2.16 “Legally Authorized Representatives” means an administrator/administratrix, personal
25 representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian,
26 conservator, or next friend of an incapacitated Settlement Class Member; or any other legally
27 appointed person responsible for handling the business affairs of a Settlement Class Member.
28

1 2.17 “Massachusetts Settlement Class” means all individuals who entered into an agreement
2 with DoorDash to use the DoorDash mobile application to offer delivery services to customers in
3 Massachusetts during the Relevant Period and performed at least one delivery in Massachusetts from
4 September 26, 2014 through December 31, 2020.

5 2.18 “Named Plaintiffs’ General Released Claims” means any and all past, present, and
6 future claims, actions, demands, causes of action, suits, debts, obligations, damages, penalties, rights
7 or liabilities, of any nature and description whatsoever, known or unknown, contingent or accrued,
8 existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of
9 recovery (including but not limited to those based in contract or tort, common law or equity, federal,
10 state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential,
11 punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or
12 disbursements), against the Released Parties, including unknown claims covered by California Civil
13 Code section 1542, as quoted below in Paragraph 9.4, by the Plaintiffs, arising during the period from
14 the beginning of the Plaintiffs’ first interaction with DoorDash to the date on which the Court enters
15 the order of Final Approval of this Settlement, for any type of relief that can be released as a matter of
16 law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
17 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation
18 costs, restitution, or equitable relief with the exception of any claims which cannot be released as a
19 matter of law. Plaintiffs will generally release all known and unknown claims against DoorDash, and
20 waive the application of section 1542 of the California Civil Code. The claims released pursuant to
21 this paragraph include but are not limited to the Settlement Class Members’ Released Claims, as well
22 as any other claims under any provision of the FLSA, the California Labor Code (including sections
23 132a, 4553 *et seq.*) or any applicable California Industrial Welfare Commission Wage Orders,
24 Massachusetts General Laws, and claims under state or federal discrimination statutes, including,
25 without limitation, the California Fair Employment and Housing Act, California Government Code
26 section 12940 *et seq.*; the California Business and Professions Code sections 17200 *et seq.*; the Unruh
27 Civil Rights Act, California Civil Code section 51 *et seq.*; the California Constitution; the
28

Massachusetts Constitution; the Massachusetts Civil Rights Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act of 1967, as amended; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines, as well as any other similar state, federal, local, or common law claims for unpaid wages, minimum wages, regular wages, tips, gratuities, overtime wages (including but not limited to calculation of the correct overtime or regular rate), working more than six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time, improper deduction of wages, failure to provide workers' compensation insurance, meal periods, rest breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time penalties, PAGA penalties, unfair business practices, the alleged use of tips to meet any minimum-pay guarantees, all claims in the pending arbitration demands filed with AAA concerning the alleged misclassification of Dashers.

2.19 "Notice Date" means the date of the initial distribution of the Class Notice to Settlement Class Members by electronic mail, as set forth in Section III.

2.20 "Opt Out List" means the Court-approved list of all persons who timely and properly request exclusion from the Settlement Class.

2.21 "Plaintiffs" means Cynthia Marciano, David Cristini, Darnell Austin, Manuel Magana, Jared Roussel, Daniel Marko, Jesus Corona, Suhail Farran, and Dana Lowe.

2.22 "PAGA Claims" means the Plaintiffs' representative claims seeking penalties pursuant to PAGA, as alleged in the Complaint and/or based on any other provision of the Labor Code, Wage Orders or any other statute or regulation (whether identified in the Complaint or not) to the fullest extent permitted by law.

2.23 "PAGA Payment" means a total payment of \$12,000,000 to settle all claims under the PAGA from August 30, 2016 through December 31, 2020. From this amount, 75% will be paid to the LWDA for civil penalties pursuant to the PAGA and 25% will be distributed based on each individual

1 delivery driver's Delivery Miles as determined from the Information provided to the Settlement
2 Administrator by DoorDash.

3 2.24 "Plan of Allocation" means the plan for allocating the Settlement Payment Fund and
4 between and among Responding Settlement Class Members as approved by the Court.

5 2.25 "Preliminary Approval Date" means the date that the Court enters the Preliminary
6 Approval Order and thus: (i) preliminarily approves the Settlement, and the exhibits thereto, and (ii)
7 enters an order providing for notice to the Settlement Class, an opportunity to opt out of the Settlement
8 Class, an opportunity to submit timely and proper objections to the Settlement, and setting a hearing
9 on the fairness of the terms of Settlement, including approval of the Class Counsel Award.

10 2.26 "Preliminary Approval Order" means the order that the Plaintiffs and DoorDash will
11 seek from the Court, without material variation from Exhibit 2. Entry of the Preliminary Approval
12 Order shall constitute preliminary approval of the Settlement Agreement.

13 2.27 "Released Claims" means (i) Settlement Class Members' Released Claims and (ii)
14 Named Plaintiffs' General Released Claims, provided that the release of any claims under the FLSA
15 contemplated by this Settlement Agreement by Settlement Class Members shall be effectuated only after
16 a Settlement Class Member has timely and validly submitted a Claim and thereby Consented to Join as
17 a party to the FLSA claims asserted in this action pursuant to 29 U.S.C. § 216(b). Released Claims also
18 includes all PAGA Claims by all individuals who entered into an agreement with DoorDash to use the
19 DoorDash mobile application to offer delivery services and performed at least one delivery in California
20 from August 30, 2016 through December 31, 2020.

21 2.28 "Released Parties" means (i) DoorDash, Inc. and its past, present, and future parents,
22 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,
23 whether foreign or domestic, that are owned or controlled by DoorDash (but not including delivery
24 drivers who use the DoorDash software), and (ii) the past, present, and future shareholders, officers,
25 directors, members, investors, agents, employees, independent contractors, vendors, agents,
26 consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors,
27 successors, and assigns of the entities listed in (i).

1 2.29 “Responding Settlement Class Member” means any Settlement Class Member who
2 timely returns a Claim Form to the Settlement Administrator, pursuant to Sections V and X herein.

3 2.30 “Settlement Payment” means the amount payable to each Responding Settlement
4 Class Member who does not opt out. The Settlement Payment shall be calculated pursuant to Section
5 V herein.

6 2.31 “Settlement Payment Fund” means the funds paid to Settlement Class Members after
7 deducting Attorneys’ Fees & Costs, Service Awards, Settlement Administrator Expenses, and
8 payments to the Labor & Workforce Development Agency (LWDA).

9 2.32 “Settlement” means the settlement of the Action between and among Plaintiffs and
10 DoorDash, as set forth in this Settlement Agreement.

11 2.33 “Settlement Administrator” means Simpluris, the neutral, third-party settlement
12 administrator to be appointed by the Court.

13 2.34 “Settlement Administrator Expenses” means the amount to be paid to the Settlement
14 Administrator from the Settlement Payment Fund, including the total costs, expenses, and fees of the
15 Settlement Administrator. The amount may not exceed the amount estimated by the agreed upon
16 Settlement Administrator.

17 2.35 “Settlement Class” means all members of the California Settlement Class and the
18 Massachusetts Settlement Class, as defined herein.

19 2.36 “Settlement Class Member” means any member of the Settlement Class.

20 2.37 “Settlement Class Members’ Released Claims” means any and all past and present
21 claims, actions, demands, causes of action, suits, debts, guarantees, obligations, damages, penalties,
22 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential,
23 recognized now or hereafter, contingent or accrued, expected or unexpected, pursuant to any theory
24 of recovery (including but not limited to those based in contract or tort, common law or equity, federal,
25 state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential,
26 punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or
27 disbursements) including but not limited to those incurred by Class Counsel or any other counsel
28

1 representing the Plaintiffs or any Settlement Class Members (other than those expressly awarded by
2 the Court in the Class Counsel Award authorized by this Agreement), that are based on or are
3 reasonably related to the claims alleged in the Marciano SAC, including any allegations in the “Related
4 Actions” (as defined in Attachment 1), and all claims arising out of or relating to the alleged
5 misclassification of Dashers, and specifically including: claims pursuant to the Fair Labor Standards
6 Act (“FLSA”), 29 U.S.C. § 201, *et seq.*; California Labor Code sections 132a, 201-204, 206.5, 207,
7 208, 210-214, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 226.8, 227, 227.3, 245-249,
8 351, 353, 432.4, 432.5, 450, 510, 512, 551-552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3,
9 1197, 1197.1, 1198, 2753, 2802, 2804, 2810.5, and 4553 *et seq.*; the Private Attorneys General Act
10 (“PAGA”), California Labor Code section 2698 *et seq.*; California Code of Civil Procedure section
11 1021.5; California Code of Regulations, title 8, sections 11010 and 11040; Industrial Welfare
12 Commission Wage Orders; the Los Angeles Office of Wage Standards Ordinance, the San Francisco
13 Admin. Code Minimum Wage Ordinance, and any similar state or local ordinances; California
14 Business and Professions Code sections 17200 *et seq.*; Massachusetts General Law ch. 149, §§ 148,
15 148B; Massachusetts General Law ch. 151, §§ 1, 7; and any other similar state, federal, local, or
16 common law, for unpaid wages, minimum wages, regular wages, tips, gratuities, overtime wages
17 (including but not limited to calculation of the correct overtime or regular rate), working more than
18 six days in seven, expense reimbursement, wage statements, payroll recordkeeping, reporting time,
19 improper deduction of wages, failure to provide workers’ compensation insurance, meal periods, rest
20 breaks, sick leave, final pay, penalties for timely payment of wages upon discharge, waiting time
21 penalties, PAGA penalties, unfair business practices, the alleged use of tips to meet any minimum-pay
22 guarantees, all claims arising out of or relating to the statutory causes of action described herein,
23 restitution, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated
24 damages, exemplary or punitive damages, civil penalties, equitable remedies, and/or pre- or post-
25 judgment interest at any time during the Relevant Period, and all claims included in the pending
26 arbitration demands filed with AAA concerning the alleged misclassification of Dashers. The release
27 does not include claims that, as a matter of law, cannot be released and does not include claims for
28

1 retaliation, discrimination, wrongful termination, and individual claims filed with the appropriate
2 agency for the recovery of workers' compensation benefits. "Settlement Class Members' Released
3 Claims" are released through December 31, 2020.

4 2.38 "Settlement Class Period" means August 30, 2016 through December 31, 2020 (with
5 respect to California Class Members) or September 26, 2014, through December 31, 2020 (with
6 respect to Massachusetts Class Members).

7 2.39 "Service Awards" means the amount approved by the Court to be paid to each Plaintiff,
8 in addition to their respective Individual Settlement Payments, in recognition of their efforts in coming
9 forward as named plaintiffs. The Service Award amount payable to Plaintiffs is not to exceed \$5,000
10 each.

11 2.40 "Total Settlement Amount" means Eighty-eight Million, Five-hundred Thousand
12 Dollars (\$88,500,000) for payment of all claims, which is the maximum amount that DoorDash is
13 obligated to pay under this Settlement Agreement under any circumstances in order to resolve and
14 settle the Action, subject to Court approval. The Total Settlement Amount shall be inclusive of all
15 costs and fees, including, but not limited to, Class Counsel Award, applicable Settlement
16 Administrator Expenses, escrow costs and expenses, Service Awards, PAGA Payment, and interest.

17 2.41 "Void Date" means the date by which any checks issued to Responding Settlement Class
18 Members shall become void, *i.e.* on the 181st day after mailing.

19 **III. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
20 **PRELIMINARY AND FINAL APPROVAL**

21 3.1 Upon execution of this Settlement Agreement, the Plaintiffs shall submit to the Court
22 a motion for preliminary approval of the Settlement. The motion for preliminary approval shall
23 include a proposed plan for filing the Second Amended Complaint (Exhibit 3 hereto), for sending of
24 the Class Notice to Settlement Class Members within forty-five (45) days after the Preliminary
25 Approval Date (the Notice Date), and establishing a period of sixty (60) days from the Notice Date
26 within which any Settlement Class Member may (i) request exclusion from the Settlement Class, (ii)
27 submit written objections to the proposed Settlement, or (iii) submit written objections to Class
28

1 Counsel's request for the Class Counsel Award and for Service Awards to the Plaintiffs (the
2 Exclusion/Written Objection Deadline).

3 3.2 The Parties stipulate to certification under California Code of Civil Procedure Section
4 382, for settlement purposes only, of the Settlement Class, excluding the Settlement Class's PAGA
5 Claims. The Parties agree that this stipulation shall not be admissible in, and may not be used by any
6 person for any purpose whatsoever in any legal proceeding, including but not limited to any arbitrations
7 and/or any civil and/or administrative proceedings, other than a proceeding to enforce the terms of the
8 Agreement, as further set forth in this Agreement or as may be required to be cited and offered in support
9 of a request to stay or dismiss other legal proceedings involving DoorDash raising similar issues,
10 including but limited to pending litigations, arbitrations, and agency proceedings.

11 3.3 Class Counsel agrees to keep any and all data related to the Settlement Class's use of
12 the DoorDash platform in the strictest confidence, and shall not disclose that data. Any such data
13 provided to Class Counsel shall be treated as privileged mediation communications under Cal. Evid.
14 Code §§ 1115 *et seq.* and designated "Confidential—Attorneys' Eyes Only," except to the extent
15 absolutely necessary (as agreed between the Parties) for approval of the Settlement. Class Counsel
16 agrees to submit such necessary data to the Court under seal to the extent appropriate under governing
17 law.

18 3.4 Class Counsel and Plaintiffs agree to use their best efforts, in cooperation with defense
19 counsel, to keep the *Magana, Roussel, Austin, Marko, Farran, Lowe, Marciano* (with the exception
20 of settlement approval proceedings) and all pending American Arbitration Association actions brought
21 by Class Counsel stayed pending Final Approval of the Settlement, and upon Final Approval of the
22 Settlement, Class Counsel and Plaintiffs agree to dismiss these Actions with prejudice. Further, all of
23 the plaintiffs in *Marciano, Austin, Roussel, Magana, Marko, Farran, and Lowe* Plaintiffs (and Class
24 Counsel) agree not to oppose any efforts by DoorDash to stay the Related Actions or other pending
25 arbitrations pending Final Approval of this Settlement.

26 3.5 The Parties stipulate to the form of, and agree to submit to the Court for its
27 consideration this Settlement Agreement, and the following Exhibits to this Settlement Agreement:
28

1 [Proposed] Preliminary Approval Order (Exhibit 2); Class Notice (Exhibit 1); and Second Amended
2 Complaint (Exhibit 3).

3 3.6 Solely for purposes of implementing this Agreement and effectuating the proposed
4 Settlement, the Parties agree and stipulate that:

5 3.6.1 The Court may enter the Preliminary Approval Order, without material
6 variation from Exhibit 2, preliminarily approving the Settlement and this Agreement. Among other
7 things, the Preliminary Approval Order shall grant leave to preliminarily certify the Settlement Class
8 for settlement purposes only; approve the Plaintiffs as class representatives, appoint Class Counsel to
9 represent the Settlement Class, and appoint the Settlement Administrator; approve the Class Notice,
10 and the class notice plan embodied in the Settlement Agreement, and approve them as consistent with
11 California Rules of Court 3.766(d) and 3.769(f) and due process; set out the requirements for disputing
12 the information upon which Settlement Class Members' share of the Settlement will be calculated,
13 objecting to the Settlement, excluding Settlement Class Members who timely and properly request to
14 be excluded from the Settlement Class, all as provided in this Agreement; and provide that certification
15 and all actions associated with certification are undertaken on the condition that the certification and
16 other actions shall be automatically vacated and of no force or evidentiary effect if this Agreement is
17 terminated or disapproved, as provided in this Agreement.

18 3.7 Within 10 days of the Preliminary Approval Date, Class Counsel will notify the LWDA
19 of the Preliminary Approval Order.

20 3.8 At the Final Approval Hearing, the Plaintiffs shall request entry of a Final Approval
21 order and a Judgment, to be agreed upon by the Parties, the entry of which is a material condition of
22 this Settlement and that, among other things:

23 3.8.1 Finally approves the Settlement as fair, reasonable, and adequate and directs its
24 consummation pursuant to the terms of the Settlement Agreement;

25 3.8.2 Finds that Class Counsel and Plaintiffs adequately represented the Settlement
26 Class for the purpose of entering into and implementing the Agreement;
27
28

1 3.8.3 Re-confirms the appointment of the Settlement Administrator and finds that the
2 Settlement Administrator has fulfilled its duties under the Settlement to date;

3 3.8.4 Finds that the Class Notice (i) constituted the best practicable notice; (ii)
4 constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class
5 Members of the pendency of the Action, and their right to exclude themselves from or object to the
6 proposed settlement and/or to appear at the Final Approval Hearing; (iii) was reasonable and
7 constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met
8 all applicable requirements of California Rules of Court 3.766(d) and 3.769(f), due process, and any
9 other applicable rules or law;

10 3.8.5 Approves the Opt-Out List and determines that the Opt-Out List is a complete
11 list of all Settlement Class Members who have timely and properly requested exclusion from the
12 Settlement Class and, accordingly, shall neither share in nor be bound by the Final Approval order and
13 Judgment, except as provided in Paragraph 10.2.4;

14 3.8.6 Directs that the Final Approval order and Judgment shall be final and entered
15 forthwith;

16 3.8.7 Without affecting the finality of the Final Approval order and Judgment, directs
17 that either the presiding Law and Motion Department Judge or Judge of the Complex Department of
18 San Francisco Superior Court retains continuing jurisdiction over the Plaintiffs, the Settlement Class,
19 and DoorDash as to all matters concerning the administration, consummation, and enforcement of this
20 Settlement Agreement;

21 3.8.8 Adjudges that, as of the Final Approval Date, the Plaintiffs, and all Settlement
22 Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out
23 List approved by the Court, and their heirs, estates, trustees, executors, administrators, principals,
24 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them
25 or acting or purporting to act for them or on their behalf, regardless of whether they have received
26 actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and
27 released the Named Plaintiffs' General Released Claims (in the case of the Plaintiffs) and Settlement
28

1 Class Members' Released Claims (in the case of the Settlement Class Members) against DoorDash
2 and the Released Parties, and are bound by the provisions of this Agreement;

3 3.8.9 Affirms that, notwithstanding the submission of a timely and proper request for
4 exclusion, Settlement Class Members will still be bound by the settlement and release of the PAGA
5 Claims or remedies under the Final Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969
6 (2009) as requests for exclusion do not apply to the PAGA Claims, and further affirms that the
7 LWDA's claims for civil penalties pursuant to PAGA are also extinguished through December 31,
8 2020;

9 3.8.10 Declares this Agreement and the Final Approval order and Judgment to be
10 binding on, and have res judicata and preclusive effect as to all pending and future lawsuits or other
11 proceedings: (i) that encompass the Named Plaintiffs' General Released Claims and that are
12 maintained by or on behalf of the Plaintiffs and/or their heirs, estates, trustees, executors,
13 administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or
14 anyone claiming through them or acting or purporting to act for them or on their behalf, and (ii) that
15 encompass the Settlement Class Members' Released Claims and that are maintained by or on behalf
16 of any Settlement Class Member who has not been excluded from the Settlement Class as provided in
17 the Opt-Out List approved by the Court and/or his or her heirs, estates, trustees, executors,
18 administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or
19 anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of
20 whether the Settlement Class Member previously initiated or subsequently initiates individual
21 litigation, arbitration, or other proceedings encompassed by the Settlement Class Members' Released
22 Claims, and even if such Settlement Class Member never received actual notice of the Action or this
23 proposed Settlement;

24 3.8.11 Determines that the Agreement and the Settlement provided for herein, and any
25 proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or
26 construed as evidence of, a presumption, concession, or an admission by any Party of liability or non-
27 liability or of the certifiability or non-certifiability of a litigation class, or that PAGA representative
28

1 claims may validly be pursued, or of any misrepresentation or omission in any statement or written
2 document approved or made by any Party; provided, however, that reference may be made to this
3 Agreement and the Settlement provided for herein in such proceedings as may be necessary to
4 effectuate the provisions of this Agreement, as further set forth in this Agreement;

5 3.8.12 Directs Class Counsel to seek dismissal of all pending actions before the
6 American Arbitration Association brought against DoorDash by Settlement Class Members in which
7 they are represented by Class Counsel with prejudice within 15 days of the Effective Date;

8 3.8.13 Orders that the preliminary approval of the Settlement, certification of the
9 Settlement Class and final approval of the proposed Settlement, and all actions associated with them,
10 are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated
11 or disapproved in whole or in part by the Court, or any appellate court and/or other court of review, in
12 which event the Agreement and the fact that it was entered into shall not be offered, received, or
13 construed as an admission or as evidence for any purpose, including but not limited to an admission
14 by any Party of liability or non-liability or of any misrepresentation or omission in any statement or
15 written document approved or made by any Party, or of the certifiability of a litigation class or the
16 appropriateness of maintaining a PAGA representative action, as further provided in this Settlement
17 Agreement;

18 3.8.14 Contains such other and further provisions consistent with the terms of this
19 Settlement Agreement to which the Parties expressly consent in writing.

20 3.9 At the Final Approval Hearing and as a part of the final approval of this Settlement,
21 Class Counsel will also request approval of the Plan of Allocation set forth in Section V. Any
22 modification to the Plan of Allocation by the Court shall not (i) affect the enforceability of the
23 Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement
24 Agreement, or (iii) impose any obligation on the Defendant or any Released Party to increase the
25 consideration paid in connection with the Settlement.

26 3.10 At the Final Approval Hearing, Class Counsel may also request entry of an Order
27 approving the Class Counsel Award and for the Service Awards to the Plaintiffs, which shall be paid
28

1 exclusively from the Total Settlement Amount and in accordance with the distribution plan described
2 in Section V. In no event shall any Released Party otherwise be obligated to pay for any attorneys'
3 fees and expenses or Service Awards. The disposition of Class Counsel's application for a Class
4 Counsel Award, and for Service Awards, is within the sound discretion of the Court and is not a
5 material term of this Settlement Agreement, and it is not a condition of this Settlement Agreement that
6 such application be granted. Any disapproval or modification of such application by the Court shall
7 not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the
8 right to terminate the Settlement Agreement, or (iii) increase the consideration Defendant or any
9 Released Party pays in connection with the Settlement. Released Parties shall have no liability to
10 Class Counsel arising from any claim regarding the division of any Attorney Fee/Litigation Cost
11 Award between and among Class Counsel or any other counsel representing Plaintiffs or the
12 Settlement Class Members.

13 3.11 In no event shall any Released Party be obligated to pay Settlement Administration
14 Expenses beyond those provided for in this Agreement.

15 3.12 Within 10 days after entry of Judgment, Class Counsel will provide a copy of the
16 Judgment to the LWDA.

17 3.13 The Parties agree to cooperate in reaching agreement regarding reasonable responses to
18 media inquiries that will support the approval and implementation of this agreement. Nothing herein
19 shall be construed to violate any applicable ethical rules for attorneys.

20 **IV. SETTLEMENT CONSIDERATION**

21 4.1 The total monetary component of the Settlement from DoorDash is the Total Settlement
22 Amount (\$88,500,000.00). This is an "all in" number that includes, without limitation, all monetary
23 benefits and payments to the Settlement Class, Service Awards, Class Counsel Award, Settlement
24 Administrator Expenses and the PAGA Payment, and all claims for interest, fees, and costs. Under no
25 circumstances shall DoorDash be required to pay anything more than the Total Settlement Amount. In
26 no event shall DoorDash be liable for making any payments under this Settlement, or for providing any
27 relief to Settlement Class Members, before the deadlines set forth in this Agreement.

1 4.2 The Plaintiffs and all Settlement Class Members who receive a payment of any kind from
2 the Total Settlement Amount (including, in the case of the Plaintiffs, Service Awards) expressly
3 acknowledge that such payments shall be considered non-wages for which an IRS Form 1099 will be
4 issued, if required. The Plaintiffs and all Settlement Class Members who receive a payment of any kind
5 from the Total Settlement Amount agree to timely pay in full all of the federal, state, and municipal
6 income taxes owed on such payments.

7 4.3 The terms of this Agreement relating to the Service Awards and Class Counsel Award
8 were not negotiated by the Parties before full agreement was reached as to all other material terms of
9 the proposed Settlement, including, but not limited to, any terms relating to the relief to the Settlement
10 Class. DoorDash agrees not to oppose a request for Service Awards for Plaintiffs, as awarded by the
11 Court, up to a maximum of Five Thousand Dollars (\$5,000) each. The Plaintiffs and Class Counsel
12 agree not to seek Service Awards in excess of the above amount.

13 4.4 Class Counsel agrees not to seek an award of attorneys' fees, costs and expenses from
14 the Court in excess of \$29,500,000 (or one third (1/3) of \$88,500,000.00). DoorDash agrees not to
15 oppose a request for attorneys' fees, costs and expenses up to one third (1/3) of the Total Settlement
16 Amount. Any amount awarded as the Class Counsel Award shall be inclusive of any and all amounts
17 due to all Plaintiffs' Counsel. Class Counsel shall be solely responsible for allocation and payment of
18 any portion of any Class Counsel Award to any Plaintiffs' Counsel other than Class Counsel. Released
19 Parties and Class Members shall have no obligation regarding or liability for allocation or payment of
20 any Class Counsel Award to Plaintiffs' Counsel.

21 4.5 If no timely objection to the Settlement is made, the payment of the Class Counsel Award,
22 the Service Awards, the Settlement Administrator Expenses, the Settlement Payments and the PAGA
23 Payment shall be made by the Settlement Administrator within fourteen (14) days of the Effective Date.

24 4.6 The Settlement Administrator shall pay the Class Counsel Award by check, payable to
25 "Lichten & Liss-Riordan, P.C." Class Counsel shall provide the Settlement Administrator notice of
26 receipt of the Class Counsel Award. Released Parties shall have no liability to Class Counsel or
27
28

1 Plaintiffs' Counsel arising from any claim regarding the division of any Attorney Fee/Litigation Cost
2 Award between and among Class Counsel and Plaintiffs' Counsel.

3 4.7 In addition to the monetary consideration for the Settlement, DoorDash agrees to
4 implement a pay model for California and Massachusetts Dashers that ensures that every dollar that a
5 customer tips will be on top of DoorDash's contribution for that delivery, and the amount DoorDash
6 pays to a Dasher for a delivery will not vary based on the tip amount, provided that, if DoorDash changes
7 its classification of Dashers in the future, Door Dash maintains the ability to alter its pay model to
8 another pay model that complies with applicable law. For example, if DoorDash were to reclassify
9 Dashers as employees in a jurisdiction that allows it to take the "tip credit", this provision would not
10 prevent it from altering its pay model in the future in order to take advantage of the lawful "tip credit."

11 **V. FUNDING AND ALLOCATION OF THE SETTLEMENT**

12 5.1 Within thirty (30) calendar days following Final Judgment, DoorDash shall fund the
13 Settlement by providing the Settlement Fund (\$88,500,000) to the Settlement Administrator. The
14 Settlement Administrator shall thereafter distribute the funds in the manner and at the times set forth in
15 this Agreement.

16 5.2 Except as provided in Paragraph 10.2.4, to receive a payment from the Settlement, a
17 Settlement Class Member must (1) have submitted a Claim Form, making him or her a Responding
18 Settlement Class Member, and (2) not have submitted a request for exclusion from the Settlement.

19 5.3 The amount of each Responding Settlement Class Member's Settlement Payment will be
20 calculated in proportion to DoorDash's best estimate of each Responding Settlement Class Member's
21 Delivery Miles, as determined from the Class Information provided to the Settlement Administrator by
22 DoorDash. Class Counsel will be permitted to review and approve the calculation of settlement funds
23 to be distributed. If under the Plan of Allocation a responding Settlement Class Member will be
24 distributed \$10 or more, then he or she will receive the entitled amount. If, however, the Responding
25 Settlement Class Member is due less than \$10, then his or her Settlement Payment will be for \$10, except
26 as provided in Paragraph 10.2.4.

1 5.4 Following distribution of the Settlement Payments to Settlement Class Members, all
2 funds not claimed prior to the Void Date (*i.e.* all funds from uncashed checks) shall be redistributed to
3 the Settlement Class Members who received and cashed their first Settlement Payments and whose
4 residual share would be more than \$20.00. These unclaimed funds shall be redistributed pursuant to the
5 same formula described in Paragraphs 5.3.

6 5.5 As described in Section VI, each Settlement Class Member will have the opportunity,
7 should he or she disagree with DoorDash's calculation of his or her Delivery Miles, to provide
8 documentation to establish the appropriate number. There will be a presumption that DoorDash's
9 records are correct, absent evidence produced by a Settlement Class Member to the contrary.

10 5.6 The Settlement Administrator shall issue the Settlement Payments to each Settlement
11 Class Member who does not opt out by mailing their settlement payment to the address listed on their
12 claim form. If any settlement check sent to any Settlement Class Member sent via first-class mail is
13 returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall
14 forward the postal mailing to that address. For any remaining returned checks, the Settlement
15 Administrator shall make a good-faith search of an appropriate database, and postal mailings shall be
16 forwarded to any new postal mail address obtained through such a search. The Settlement Payments
17 shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS
18 Form 1099s. The portions allocated to Service Awards shall likewise be reported on IRS Form 1099s
19 by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing copies
20 of IRS Form 1099s for the Plaintiffs and Settlement Class Members.

21 **VI. CLASS NOTICE PROCEDURES**

22 6.1 No more than thirty (30) calendar days after entry of the Preliminary Approval Order,
23 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
24 sending the Class Notice to Settlement Class Members.

25 6.2 The Class Notice will inform Settlement Class Members of their right to request
26 exclusion from the Settlement, of their right to object to the Settlement, and of their right to dispute the
27 information upon which their share of the Settlement will be calculated and the claims to be released.
28

1 The Class Notice shall also provide each potential Settlement Class Member with a best estimate of his
2 or her miles on delivery.

3 6.3 Within fifteen (15) days after receiving the Class Information from Defendant, the
4 Settlement Administrator shall send a copy of the Class Notice by electronic mail to each potential
5 Settlement Class Member.

6 6.4 If any Class Notice sent via electronic mail to any potential Settlement Class Member is
7 undeliverable, then no later than ten (10) days after the Notice Date, the Settlement Administrator shall
8 then send the Class Notice to the potential Settlement Class Member's postal mailing address on file via
9 first-class mail, to the extent such a mailing address is on file and the deadline to claim or opt out of the
10 settlement shall be extended by ten (10) days for any such individual. If any Class Notice sent to any
11 potential Settlement Class Member via first-class mail is returned to the Settlement Administrator with
12 a forwarding address, the Settlement Administrator shall forward the postal mailing to that address. For
13 any remaining returned postal mailings or for any Settlement Class Member for whom there is no
14 mailing address on file, the Settlement Administrator shall make a good-faith search of an appropriate
15 database, and postal mailings shall be forwarded to any new postal mail address obtained through such
16 a search. In the event that any Class Notice is returned as undeliverable a second time, no further postal
17 mailing shall be required. The Settlement Administrator shall maintain a log detailing the instances
18 Class Notices are returned as undeliverable.

19 6.5 To the extent that sending the Class Notice via postal mail is necessary under the terms
20 of Paragraph 6.4, before any mailing, the Settlement Administrator shall make a good-faith attempt to
21 obtain the most-current names and postal mail addresses for all potential Settlement Class Members to
22 receive such postal mail, including cross-checking the names and/or postal mail addresses it received
23 from DoorDash, as well as any other sources, with appropriate databases (e.g., the National Change of
24 Address Database) and performing further reasonable searches (e.g., through Lexis/Nexis) for more-
25 current names and/or postal mail addresses for Settlement Class Members. All Settlement Class
26 Members' names and postal mail addresses obtained through these sources shall be protected as
27 confidential and not used for purposes other than the notice and administration of this Settlement. The
28

1 Settlement Administrator shall exercise its best judgment to determine the current mailing address for
2 each Settlement Class Member. The address determined by the Settlement Administrator as the current
3 mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

4 6.6 As set forth in the Class Notice, Settlement Class Members will be asked to submit a
5 Claim Form to the Settlement Administrator within sixty (60) days. Any Settlement Class Member who
6 does not submit a Claim Form will not receive any distribution from the Settlement Fund, except as
7 provided in Paragraph 10.2.4. However, any Settlement Class Members who do not submit a Claim
8 Form will nevertheless be bound by the release of the Settlement Members' Released Claims as provided
9 in Section IX, and precluded from bringing any such claims against DoorDash.

10 6.7 Thirty (30) days prior to the deadline to submit a claim, object, or request exclusion, a
11 reminder email will be sent by the Administrator to all Settlement Class Members whose initial Class
12 Notice email was not undeliverable (and by mail to any Settlement Class Member whose initial Class
13 Notice email was undeliverable) and who has not yet submitted a claim form, objection or request for
14 exclusion. The number of any further reminders to be sent to the Settlement Class Members, beyond
15 that described in Paragraph 6.3 and 6.7 is to be determined by Class Counsel and the Settlement
16 Administrator provided that the form and content of any further reminders substantially conform to the
17 sample Reminder Notice approved by the Court, attached as Exhibit 4.

18 6.8 The Parties agree that the procedures set forth in this Section constitute reasonable and
19 the best practicable notice under the circumstances and an appropriate and sufficient effort to locate
20 current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

21 6.9 The Settlement Administrator will provide Class Notice by, at a minimum, (i) electronic
22 mail notice without material variation from the form attached as Exhibit 1; (ii) if necessary in accordance
23 with Paragraph 6.4, first-class mail notice; and (iii) a content-neutral settlement website managed by the
24 Settlement Administrator, and approved by counsel for the Parties, which will contain further
25 information about the Settlement, including relevant pleadings. The Class Notice shall comply with
26 California Rules of Court 3.766(d), 3.769(f) and due process.

1 6.10 The Settlement Administrator shall prepare a declaration of due diligence and proof of
2 dissemination with regard to the mailing of the Class Notice, and any attempts by the Settlement
3 Administrator to locate Settlement Class Members, its receipt of valid requests for exclusion, and its
4 inability to deliver the Notice of Settlement to Settlement Class Members due to invalid addresses (“Due
5 Diligence Declaration”), to Class Counsel and counsel for DoorDash for presentation to the Court. Class
6 Counsel shall be responsible for filing the Due Diligence Declaration with the Court contemporaneous
7 with the filing of the Motion for Final Approval of Class Action Settlement.

8 6.11 If any individual whose name does not appear in the Class Information that DoorDash
9 provides the Settlement Administrator (and who has not previously opted out of the Settlement Class),
10 believes that he or she is a Settlement Class Member, he or she shall have the opportunity to dispute his
11 or her exclusion from the Settlement Class. If an individual believes he or she is a Settlement Class
12 Member, he or she must notify the Settlement Administrator by mail or email within a reasonable
13 amount of time after the Notice Date and in no event after the deadline to submit a claim. The Parties
14 will meet and confer regarding any such individuals in an attempt to reach an agreement as to whether
15 any such individual should be regarded as a Settlement Class Member. If the Parties so agree, the
16 Settlement Administrator will mail a Class Notice to the individual, and treat the individual as a
17 Settlement Class Member for all other purposes. Such an individual will have all of the same rights as
18 any other Settlement Class Member under this Agreement. In the event that the disbursement of the
19 Settlement Payments has begun (in accordance with this Settlement Agreement) at the time that the
20 Parties agree that such individual should be regarded as a Settlement Class Member and that such
21 individual does not exercise his or her right to opt out of the Settlement, the Settlement Payment to such
22 individual shall be disbursed from funds remitted back to the Payment Fund (*i.e.* from settlement checks
23 that remain uncashed beyond the Void Date). The Parties further agree to cooperate to resolve any
24 disputes involving Settlement Class Members who come forward after the deadline to submit a claim
25 and agree to endeavor to pay claims to such individuals out of funds remitted back to the Payment Fund
26 (*i.e.* from settlement checks that remain uncashed beyond the Void Date) to the extent it is feasible.

27 6.12 The Settlement Administrator shall send any Settlement Class Member who has initiated
28

1 arbitration as of the signing date of this agreement, in which the Settlement Class Member is asserting
2 claims substantially similar to the Settlement Class Members' Released Claims, up to two additional
3 notices.

4 **VII. PROCEDURES FOR REQUESTS FOR EXCLUSION**

5 7.1 Settlement Class Members (with the exception of the Plaintiffs) may opt out of the
6 Settlement. Those who wish to exclude themselves (or "opt out") from the Settlement Class must submit
7 timely, written requests for exclusion. To be effective, such a timely request must include the Settlement
8 Class Member's name, address, and telephone number (or information sufficient for the individual to be
9 identified with certainty within the settlement class); a clear and unequivocal statement that the
10 Settlement Class Member wishes to be excluded from the Settlement Class and that the Settlement Class
11 Member understands that he or she is still bound by the release of the PAGA Claims upon Final
12 Approval of the Settlement and Final Judgment; and the signature of the Settlement Class Member or
13 the Legally Authorized Representative of the Settlement Class Member (who is not the class member's
14 counsel). Signatures may be physical ("wet ink") signatures or electronic signatures, provided that there
15 is an electronic certificate authenticating the signature and IP address, such as that provided by
16 Docusign. The request must be mailed or emailed to the Settlement Administrator at the mailing address
17 or email address provided in the Class Notice and must be postmarked no later than the
18 Exclusion/Objection Deadline in the case of a mailed request for exclusion. Alternatively, the Request
19 may be emailed to the Settlement Administrator from the email address associated with the Settlement
20 Class Member's DoorDash account, in which case the requirement of a signature will be waived. With
21 respect to mailed requests for exclusion, the date of the postmark shall be the exclusive means used to
22 determine whether a request for exclusion has been timely submitted. Requests for exclusion must be
23 exercised individually by the Settlement Class Member (or their Legally Authorized Representative who
24 is not the settlement class member's counsel), even if the settlement class member is represented by
25 counsel. However, nothing about the Settlement's opt-out procedure prevents counsel (a) from
26 reviewing the Settlement with the client, (b) from advising the client on whether participating in or
27 opting out of the Settlement is in the client's (as opposed to counsel's) best interest, or (c) from preparing
28

1 the opt-out request for their client to sign (e.g., including the requisite information such as the Settlement
2 Class Member's name, address, and telephone number, and a clear and unequivocal statement that the
3 individual wishes to be excluded). Attempted collective group, class, or subclass requests for exclusions
4 shall be ineffective and disregarded by the Settlement Administrator. The Settlement Administrator will
5 attempt to contact any Settlement Class Member whose request for exclusion is incomplete or invalid
6 to provide them with an opportunity to cure the defect prior to the deadline.

7 7.2 The Settlement Administrator shall promptly log each request for exclusion that it
8 receives and provide copies of the log and all such requests for exclusion to Class Counsel and counsel
9 for DoorDash, as requested.

10 7.3 The Settlement Administrator shall prepare a list of all persons who timely and properly
11 requested exclusion from the Settlement Class (the Opt-Out List) and shall, before the Final Approval
12 Hearing, submit an affidavit to the Court attesting to the accuracy of the list.

13 7.4 All Settlement Class Members who are not included in the Opt-Out List approved by the
14 Court shall be bound by this Agreement, and judgment entered as to all their claims, which shall be
15 released as provided for herein, even if they never received actual notice of the Action or this proposed
16 Settlement.

17 7.5 The Settlement Administrator, shall determine whether a request for exclusion was
18 timely and properly submitted and shall submit the Opt-Out List to the Court for its approval along with
19 a list of any defective or untimely requests for exclusion. The Court shall have the ultimate authority to
20 approve or disapprove of any requests for exclusion.

21 7.6 The Plaintiffs agree not to request exclusion from the Settlement Class. Settlement Class
22 Members may object to or opt out of the Settlement, but may not do both. Any Settlement Class Member
23 who submits a timely request for exclusion may not file an objection to the Settlement or receive a
24 Settlement Payment, and shall be deemed to have waived any rights or benefits under the Settlement
25 Agreement, except as provided in Paragraph 10.2.4.

26 7.7 Notwithstanding the submission of a timely request for exclusion, Class Members will
27 still be bound by the settlement and release of the PAGA Claims or remedies under the Final Judgment
28

1 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to the
2 PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

3 7.8 No later than three (3) business days after the Exclusion/Objection Deadline, the
4 Settlement Administrator shall provide to Class Counsel and counsel for DoorDash the Opt-Out List
5 together with copies of the opt-out requests, including any untimely or defective requests.
6 Notwithstanding any other provision of this Settlement Agreement, if more than one thousand (1,000)
7 Settlement Class Members exercise their right to opt out of the Settlement, DoorDash at its sole and
8 absolute discretion may elect to rescind, void, and revoke the entire Settlement Agreement by sending
9 written notice that it revokes the Settlement pursuant to this Paragraph to Class Counsel within ten (10)
10 business days following receipt of the Opt-Out List.

11 7.9 Named Plaintiffs and their counsel shall support the settlement and take such steps as are
12 reasonably necessary to effectuate the settlement. Plaintiffs' counsel shall recommend the settlement to
13 settlement class members, and Plaintiffs' counsel agree to use their best efforts to resolve any objections
14 to the release of all claims described in the Scope of Release, including all class actions, putative class
15 actions, individual-plaintiff actions, and arbitrations. DoorDash, in turn, agrees to use its best efforts to
16 cooperate with Plaintiffs' counsel's efforts in this regard. Named Plaintiffs shall not opt out of or object
17 to the settlement, nor shall their counsel directly or indirectly encourage settlement class members to
18 opt out of or object to the settlement.

19 **VIII. PROCEDURES FOR OBJECTIONS**

20 8.1 Any Settlement Class Member that wishes to object to the fairness, reasonableness, or
21 adequacy of this Agreement or the proposed Settlement must provide to the Settlement Administrator
22 (who shall forward it to Class Counsel and counsel for DoorDash), a timely statement of the objection,
23 as set forth below.

24 8.2 To be timely, the objection must be postmarked and mailed to the Settlement
25 Administrator (or emailed to the Settlement Administrator from the email address associated with the
26 Settlement Class Member's DoorDash account) no later than the Exclusion/Objection Deadline. With
27
28

1 respect to mailed objections, the date of the postmark on the return-mailing envelope shall be the
2 exclusive means used to determine whether objection has been timely submitted.

3 8.3 The objection must contain at least the following: (i) the objector's full name, address,
4 telephone (or information sufficient for the individual to be identified with certainty within the
5 settlement class), and signature; (ii) a clear reference to the Action; and (iii) a statement of the specific
6 basis for each objection argument. All objections shall be signed by the objecting Settlement Class
7 Member (or his Legally Authorized Representative who is not the Settlement Class Member's counsel),
8 even if the Settlement Class Member is represented by counsel. However, if the objection is emailed to
9 the Settlement Administrator from the email address associated with the Settlement Class Member's
10 DoorDash account, the signature requirement will be waived.

11 8.4 The right to object to the proposed Settlement must be exercised individually by a
12 Settlement Class Member or his attorney. Attempted collective, group, class, or subclass objections
13 shall be ineffective and disregarded. Individual objections may be submitted by a Settlement Class
14 Member's Legally Authorized Representative.

15 8.5 Settlement Class Members who object to the proposed Settlement shall remain
16 Settlement Class Members, and shall be deemed to have voluntarily waived their right to pursue an
17 independent remedy against DoorDash and the Released Parties. To the extent any Settlement Class
18 Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such
19 Settlement Class Member will be forever bound by the Final Approval order and Judgment.

20 8.6 It shall be Class Counsel's sole responsibility to respond to any objections made with
21 respect to any application for the Class Counsel Award and Service Awards.

22 23 **IX. RELEASES**

24 9.1 The Released Claims against each and all of the Released Parties shall be released and
25 judgment entered (without an award of costs to any party other than as provided in this Agreement) upon
26 entry of the Final Approval order and Judgment.

1 9.2 As of the Final Approval Date, the Plaintiffs, and all Settlement Class Members who
2 have not been excluded from the Settlement Class as provided in the Opt-Out List, individually and on
3 behalf of their heirs, estates, trustees, executors, administrators, representatives, agents, successors, and
4 assigns, and anyone claiming through them or acting or purporting to act on their behalf, agree to forever
5 release, discharge, hold harmless, and covenant not to sue each and all of the Released Parties from each
6 and all of the Named Plaintiffs' General Released Claims (in the case of the Plaintiffs) and the Settlement
7 Class Members' Released Claims (in the case of the Settlement Class Members who have not been
8 excluded from the Settlement Class as provided in the Opt-Out List), and by operation of the Final
9 Judgment shall have fully and finally released, relinquished, and discharged all such claims against each
10 and all of the Released Parties; and they further agree that they shall not now or hereafter initiate,
11 maintain, or assert any Named Plaintiffs' General Released Claims (in the case of Plaintiffs) and any
12 Settlement Class Members' Released Claims (in the case of the Settlement Class Members who have
13 not been excluded from the Settlement Class as provided in the Opt-Out List), against the Released
14 Parties in any other court action or before any administrative body, tribunal, arbitration panel, or other
15 adjudicating body. Without in any way limiting the scope of the release described in Paragraphs 2.16
16 and 2.35, as well as the remainder of this Section, this release covers, without limitation, any and all
17 claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel
18 representing the Plaintiffs or Settlement Class Members, or by the Plaintiffs or Settlement Class
19 Members, or any of them, in connection with or related in any manner to the Action, the Settlement of
20 the Action, the administration of such Settlement, and/or the Released Claims, except to the extent
21 otherwise specified in the Agreement.

22 9.3 As of the Final Approval Date, the Plaintiffs, and all Settlement Class Members who
23 have not been excluded from the Settlement Class as provided in the Opt-Out List, shall be
24 permanently barred and enjoined from initiating, asserting, or prosecuting against the Released Parties
25 in any federal or state court or tribunal any and all Named Plaintiffs' General Released Claims (in the
26 case of Plaintiffs) and any Settlement Class Members' Released Claims (in the case of the Settlement
27 Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out
28

1 List), as further provided in Paragraphs 2.16 and 2.35, as well as this Section for the timeframe covered
2 by this settlement.

3 9.4 The Plaintiffs and the Settlement Class Members expressly acknowledge that they are
4 familiar with principles of law such as Section 1542 of the California Civil Code, which provides:
5

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
7 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
8 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
9 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
10 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
11 **DEBTOR OR RELEASED PARTY.**

12 9.5 With respect to the Settlement Class Members' Released Claims, as described in
13 Paragraph 2.36, each Settlement Class Member who has not been excluded from the Settlement Class
14 as provided in the Opt-Out List shall be deemed to have expressly, knowingly, and voluntarily waived
15 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she
16 may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal
17 or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein.
18 In connection with the release, the Settlement Class Members acknowledge that they are aware that
19 they may hereafter discover claims presently unknown and unsuspected or facts in addition to or
20 different from those which they now know or believe to be true with respect to matters released herein.
21 Nevertheless, the Settlement Class Members acknowledge that a portion of the consideration received
22 herein is for a release with respect to unknown damages and complaints, whether resulting from known
23 injuries and consequences or from unknown injuries or unknown consequences of known or unknown
24 injuries, and state that it is the intention of the Settlement Class Members in agreeing to this release to
25 fully, finally, and forever to settle and release all matters and all claims that exist, hereafter may exist,
26 or might have existed (whether or not previously or currently asserted in any action), constituting
27 Settlement Class Members' Released Claims.
28

9.6 With respect to the Named Plaintiffs' General Released Claims, as described in
Paragraph 2.17, each Plaintiff shall be deemed to have expressly, knowingly, and voluntarily waived

1 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he or she
2 may otherwise have had pursuant to Section 1542 of the California Civil Code and all similar federal
3 or state laws, rights, rules, or legal principles of any other jurisdiction that may be applicable herein.
4 In connection with the release, the Plaintiffs acknowledge that they are aware that they may hereafter
5 discover claims presently unknown and unsuspected or facts in addition to or different from those
6 which they now know or believe to be true with respect to matters released herein.

7 9.7 Each Plaintiff further acknowledges, agrees, and understands that: (i) he or she has read
8 and understands the terms of this Agreement; (ii) he or she has been advised in writing to consult with
9 an attorney before executing this Agreement; (iii) he or she has obtained and considered such legal
10 counsel as he or she deems necessary; (iv) he or she has been given twenty-one (21) days to consider
11 whether or not to enter into this Agreement (although he or she may elect not to use the full 21 day
12 period at his or her option).

13 9.8 Subject to Court approval, the Plaintiffs, and all Settlement Class Members who have
14 not been excluded from the Settlement Class as provided in the Opt-Out List, shall be bound by this
15 Settlement Agreement, and judgment entered as to all their claims, which shall be released, even if
16 they never received actual notice of the Action or this Settlement.

17 9.9 As of the Final Approval Date, the State of California and all DoorDash delivery drivers
18 who performed at least one delivery in California from August 30, 2016 through December 31, 2020
19 shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged each
20 and all of the Released Parties from all the PAGA Claims that arose or may be alleged to have arisen
21 at any time from August 30, 2016 through December 31, 2020.

22 **X. ADMINISTRATION OF THE SETTLEMENT FUND**

23 10.1 The Settlement Administrator or its authorized agents in consultation with the Parties
24 and subject to the supervision, direction, and approval of the Court, shall calculate the allocation of
25 and oversee the distribution of the Settlement Fund.

26 10.2 The Settlement Payment Fund shall be applied as follows:
27
28

1 10.2.1 To pay the total costs, expenses, and fees of the Settlement Administrator
2 incurred in connection with providing Class Notice to potential Settlement Class Members, and the
3 management and distribution of the Settlement Payments to Responding Settlement Class Members;

4 10.2.2 Subject to the approval and further order(s) of the Court, to pay Plaintiffs'
5 Service Awards based on contributions and time expended assisting in the litigation, up to a maximum
6 of \$5,000 for each of the named plaintiffs;

7 10.2.3 Subject to the approval and further order(s) of the Court, to pay the Class
8 Counsel Award as ordered by the Court;

9 10.2.4 Subject to the approval and further order(s) of the Court, to distribute 75% of
10 the PAGA Payment to the LWDA and 25% of the PAGA Payment based on each individual's pro rata
11 mileage;

12 10.2.5 After the Effective Date and subject to the approval and further order(s) of the
13 Court, to distribute the Settlement Payments from the Settlement Payment Fund for the benefit of the
14 Responding Settlement Class pursuant to the Plan of Allocation, or as otherwise ordered by the Court.

15 10.3 In the distribution of the Settlement Payments, the Settlement Administrator will
16 include a statement to each Responding Settlement Class Member containing a best estimate of his or
17 her number of total Delivery Miles being used to calculate the amount of his or her Settlement
18 Payment, as described in Paragraphs 5.3.

19 10.4 Responding Settlement Class Members will have an opportunity to dispute DoorDash's
20 calculation of their total Delivery Miles by providing documentation of contrary miles to the
21 Settlement Administrator within forty-five (45) days of receiving their Notice. The Settlement
22 Administrator shall review any documentation submitted by a Responding Settlement Class Member
23 and consult with the Parties to determine whether an adjustment is warranted. DoorDash has the right,
24 but not the obligation, to participate in that consultation and shall have no obligation to produce further
25 records regarding a class member's miles. The Settlement Administrator will make a determination
26 regarding any such challenge within ten (10) days of receipt of all documentation from the Settlement
27 Class Member. The Settlement Administrator's determination of the amount of any Responding
28

1 Settlement Class Member's Delivery Miles shall be binding upon the Responding Settlement Class
2 Member and the Parties. There will be a presumption that DoorDash's records are correct, absent
3 evidence produced by a Responding Settlement Class Member to the contrary.

4 10.5 If any portion of the Settlement Payment Fund is not successfully redistributed to
5 Responding Settlement Class Members after the initial Void Date (*i.e.* checks are not cashed or checks
6 are returned as undeliverable after the second distribution), then after the Void Date for redistributed
7 checks, the Settlement Administrator shall void the check and shall direct such unclaimed funds to be
8 redistributed to all of the Responding Settlement Class Members who (1) received and cashed their
9 initial Settlement Payments, and (2) would receive a redistribution amount greater than or equal to
10 \$20.00, calculated pursuant to the same formula used to calculate the amounts of the initial Settlement
11 Payments. If any portion thereafter remains unclaimed (*i.e.* checks are not cashed or checks are
12 returned as undeliverable after the second distribution), then after the Void Date for redistributed
13 checks, the Settlement Administrator shall void the check and shall direct such unclaimed funds to be
14 paid to the *cy pres* recipients -- the Workers' Rights Clinic of Legal Aid at Work (in the case of
15 California Settlement Class Members' uncashed checks) or Greater Boston Legal Services (in the case
16 of Massachusetts Settlement Class Members' uncashed checks).

17 10.6 Settlement Class Members who are not on the Opt-Out List approved by the Court shall
18 be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein,
19 and the Judgment with respect to all Settlement Class Members' Released Claims, regardless of
20 whether they submitted a Claim Form or obtain any distribution from the Settlement Payment Fund.

21 10.7 Payment from the Settlement Payment Fund made pursuant to and in the manner set
22 forth herein shall be deemed conclusive of compliance with this Settlement Agreement as to all
23 Settlement Class Members.

24 10.8 No Settlement Class Member shall have any claim against the Plaintiffs, Class Counsel,
25 or the Settlement Administrator based on distributions made substantially in accordance with this
26 Settlement Agreement and/or orders of the Court. No Settlement Class Member shall have any claim
27 against DoorDash or its counsel relating to distributions made under this Settlement.
28

1 **XI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
2 **SETTLEMENT AGREEMENT**

3 11.1 If the Court does not approve the Settlement as set forth in this Settlement Agreement,
4 or does not enter the Final Approval order and Judgment on the terms described herein, or if the Court
5 enters the Judgment and appellate review is sought, and on such review, the entry of Judgment is
6 vacated, modified in any way, or reversed, or if the Final Approval order does not otherwise become
7 Final, then this Settlement Agreement shall be cancelled and terminated, unless all Parties, in their
8 sole discretion within thirty (30) days from the date such ruling becomes final, provide written notice
9 to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Judgment
10 as it may be modified by the Court or any appellate court.

11 11.2 DoorDash shall have the right to withdraw from the Settlement if the number of
12 Settlement Class Members who attempt to exclude themselves from the Settlement Class equals or
13 exceeds one thousand (1,000) potential Settlement Class Members. If DoorDash chooses, pursuant to
14 its sole and absolute discretion, to exercise this right, it must do so within ten (10) days of receipt of
15 the Opt-Out List as provided in Paragraph 7.9, by providing written notice to Class Counsel.

16 11.3 In the event that: (i) the Settlement is not approved, is overturned, or is modified by the
17 Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement Agreement is
18 terminated, cancelled, or fails to become effective for any reason, then: (a) the Parties stipulate and
19 agree the Settlement, this Agreement, the Second Amended Complaint, the Class Information, the
20 Opt-Out List, and all documents exchanged and filed in connection with the Settlement shall be treated
21 as privileged mediation communications under Cal. Evid. Code §§ 1115 *et seq.*; (b) the Settlement
22 shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be
23 effective or enforceable, with the exception of this paragraph, which shall remain effective and
24 enforceable; (c) the Parties shall be deemed to have reverted nunc pro tunc to their respective status
25 prior to execution of this Agreement, including with respect to any Court-imposed deadlines; (d) all
26 Orders entered in connection with the Settlement, including the certification of the Settlement Class,
27 shall be vacated without prejudice to any Party's position on the issue of class certification, the issue
28 of amending the complaint, or any other issue, in the Action or any other action, and the Parties shall

1 be restored to their litigation positions existing on the date of execution of this Agreement; and (e) the
2 Parties shall proceed in all respects as if the Settlement Agreement and related documentation and
3 orders had not been executed, and without prejudice in any way from the negotiation or fact of the
4 Settlement or the terms of the Settlement Agreement. The Settlement Agreement, the Settlement, all
5 documents, orders, and evidence relating to the Settlement, the fact of their existence, any of their
6 terms, any press release or other statement or report by the Parties or by others concerning the
7 Settlement Agreement, the Settlement, their existence, or their terms, any negotiations, proceedings,
8 acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or
9 the Settlement shall not be admissible in any proceeding, and shall not be offered, received, or
10 construed as evidence of a presumption, concession, or an admission of liability, of unenforceability
11 of any arbitration agreement, of the certifiability of a litigation class, or of any misrepresentation or
12 omission in any statement or written document approved or made, or otherwise used by any Person
13 for any purpose whatsoever, in any trial of the Action or any other action or proceedings. Plaintiffs,
14 Class Counsel and the Settlement Administrator shall return to counsel for DoorDash all copies of
15 Class Information and Opt-Out Lists and shall not use or disclose the Class Information or Opt-Out
16 List for any purpose or in any proceeding.

17 11.4 DoorDash does not agree or consent to certification of the Settlement Class for any
18 purpose other than to effectuate the Settlement of the Action. If this Settlement Agreement is
19 terminated pursuant to its terms, or the Effective Date for any reason does not occur, all Orders
20 certifying the Settlement Class for purposes of effecting this Settlement Agreement, and all
21 preliminary and/or final findings regarding the Settlement Class certification order, shall be
22 automatically vacated upon notice to the Court, the Action shall proceed as though the Settlement
23 Class had never been certified pursuant to this Settlement Agreement and such findings had never
24 been made, and the Action shall revert nunc pro tunc to the procedural status quo as of the date and
25 time immediately before the execution of the Settlement Agreement, in accordance with this
26 Settlement Agreement.

1 **XII. ADDITIONAL PROVISIONS**

2 12.1 All of the Exhibits to this Agreement are an integral part of the Settlement and are
3 incorporated by reference as though fully set forth herein.

4 12.2 The Plaintiffs and Class Counsel acknowledge that an adequate factual record has been
5 established that supports the Settlement and, apart from the limited discovery described in the next
6 sentence, hereby waive any right to conduct further discovery to assess or confirm the Settlement.
7 Notwithstanding the prior sentence, the Parties agree to reasonably cooperate with respect to limited
8 confirmatory discovery to facilitate approval of the settlement and related to the last-known addresses
9 of Settlement Class Members.

10 12.3 Unless otherwise noted, all references to “days” in this Agreement shall be to calendar
11 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal
12 holiday, such date or deadline shall be on the first business day thereafter.

13 12.4 This Agreement constitutes the full and complete agreement of the Parties hereto, and
14 supersedes all prior negotiations and agreements, whether oral, written or otherwise, and may be
15 amended or modified only by a written instrument signed by counsel for all Parties or the Parties’
16 successors-in-interest.

17 12.5 The Parties reserve the right, subject to the Court’s approval, to make any reasonable
18 extensions of time that might be necessary to carry out any of the provisions of this Agreement. Such
19 extensions must be in writing to be enforceable.

20 12.6 The Settlement Agreement, the Settlement, the fact of the Settlement’s existence, any
21 of terms of the Settlement Agreement, any press release or other statement or report by the Parties or
22 by others concerning the Settlement Agreement or the Settlement, and any negotiations, proceedings,
23 acts performed, or documents executed pursuant to or in furtherance of the Settlement Agreement or
24 the Settlement: (i) may not be deemed to be, may not be used as, and do not constitute an admission
25 or evidence of the validity of any Released Claims or of any wrongdoing or liability of DoorDash; (ii)
26 may not be deemed to be, may not be used as, and do not constitute an admission or evidence of any
27 fault, wrongdoing, or omission by DoorDash in any trial, civil, arbitration, criminal, or administrative
28 proceeding of the Action or any other action or proceedings in any court, administrative agency,

1 arbitration or other tribunal; (iii) may not be used as evidence of any waiver of, unenforceability of,
2 or as a defense to any DoorDash arbitration agreement; and (iv) may not be used as evidence on any
3 class certification proceeding.

4 12.7 The Released Parties shall have the right to file the Settlement Agreement, the Final
5 Approval order and Judgment, and any other documents or evidence relating to the Settlement in any
6 action that may be brought against them in order to support a defense or counterclaim based on
7 principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction,
8 or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9 12.8 The Parties to the Settlement Agreement agree that the Total Settlement Amount and
10 the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties,
11 resulted from an arm's-length mediation session facilitated by Mark Irvings, and reflect a settlement
12 that was reached voluntarily based upon adequate information and sufficient discovery and after
13 consultation with experienced legal counsel.

14 12.9 The Plaintiffs and Class Counsel have concluded that the Settlement set forth herein
15 constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiffs asserted against
16 DoorDash, including the claims on behalf of the Settlement Class, and that it promotes the best
17 interests of the Settlement Class.

18 12.10 To the extent permitted by law, all agreements made and orders entered during the
19 course of the Action relating to the confidentiality of information shall survive this Settlement
20 Agreement.

21 12.11 The waiver by one Party of any breach of this Settlement Agreement by any other Party
22 shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

23 12.12 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
24 among the Parties, and no representations, warranties, or inducements have been made to any Party
25 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties, and
26 covenants contained and memorialized in this Settlement Agreement and its Exhibits.

1 12.13 This Settlement Agreement may be executed in one or more counterparts. All executed
2 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel
3 for the Parties to this Settlement Agreement shall exchange among themselves original signed
4 counterparts.

5 12.14 The Parties hereto and their respective counsel agree that they will use their best efforts
6 to obtain all necessary approvals of the Court required by this Settlement Agreement and to resolve any
7 objections to the release of all Claims.

8 12.15 This Settlement Agreement shall be binding upon and shall inure to the benefit of the
9 successors and assigns of the Parties hereto, including any and all Released Parties and any
10 corporation, partnership, or other entity into or with which any Released Party hereto may merge,
11 consolidate, or reorganize.

12 12.16 This Settlement Agreement shall not be construed more strictly against one Party than
13 another merely because of the fact that it may have been prepared by counsel for one of the Parties, it
14 being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement,
15 all Parties hereto have contributed substantially and materially to the preparation of the Settlement
16 Agreement.

17 12.17 Except where this Settlement Agreement itself provides otherwise, all terms,
18 conditions, and Exhibits are material and necessary to this Settlement Agreement and have been relied
19 upon by the Parties in entering into this Settlement Agreement.

20 12.18 This Settlement Agreement shall be governed by California law. Any dispute regarding
21 the Settlement Agreement shall first be presented to the mediator Mark L. Irving to provide guidance to
22 the parties before the parties seek any party seeks other recourse. Following this initial guidance, any
23 action based on this Settlement Agreement, or to enforce any of its terms, shall be venued in San
24 Francisco County Superior Court, which shall retain jurisdiction over all such disputes; except however
25 that all Parties to this Settlement Agreement shall be subject to the jurisdiction of San Francisco County
26 Superior Court for all purposes related to this Settlement Agreement. This paragraph relates solely to
27 the law governing this Settlement Agreement and any action based thereon, and nothing in this
28

1 paragraph shall be construed as an admission or finding that California law applies to the Released
2 Claims of any Plaintiffs or Settlement Class Members who reside outside of the state.

3 12.19 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
4 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
5 Agreement.

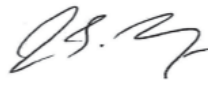
6 12.20 The headings used in this Settlement Agreement are for the convenience of the reader
7 only, and shall not affect the meaning or interpretation of this Settlement Agreement.

8 12.21 In construing this Settlement Agreement, the use of the singular includes the plural
9 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

10 12.22 Each Party to this Settlement Agreement warrants that he, she, or it is acting upon his
11 or its independent judgment and upon the advice of his or its counsel, and not in reliance upon any
12 warranty or representation, express or implied, of any nature of any kind by any other Party, other than
13 the warranties and representations expressly made in this Settlement Agreement.

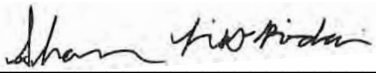
14 12.23 Each counsel signing this Settlement Agreement on behalf of his/her clients who are
15 unable to sign the Agreement on the date that it is executed by other Parties represents that such
16 counsel is fully authorized to sign this Settlement Agreement on behalf of his/her clients; provided,
17 however, that all Parties who have not executed this Agreement on the date that it is executed by the
18 other Parties shall promptly thereafter execute this Agreement and in any event no later than one (1)
19 week after the Agreement has been executed by counsel.

20 Dated: October 30,
21 2020

22 By: 
23 Joshua S. Lipshutz
24 GIBSON DUNN & CRUTCHER LLP


25 Attorneys for Defendant
26 DOORDASH, INC.
27 (Approved As to Form Only)
28

1 Dated: October 30, 2020

By: 
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

Attorney for the Settlement Class and for
Plaintiffs CYNTHIA MARCIANO, DAVID
CRISTINI, DARNELL AUSTIN, MANUEL
MAGANA, and JARED ROUSSEL

7 Dated: October 30, 2020

By: 
Todd M. Friedman
LAW OFFICES OF TODD M. FRIEDMAN
P.C.

Attorney for Plaintiffs DANIEL MARKO AND
JESUS CORONA

12 Dated: October __, 2020

By: _____
Raul Perez
CAPSTONE LAW APC

Attorney for DANA LOWE

17 Dated: October __, 2020

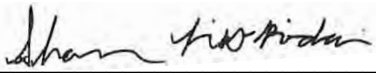
By: _____
Kashif Haque
Jessica L. Campbell
Suren Weerasuriya
AEGIS LAW FIRM, PC

Attorney for SUHAIL FARRAN

23 Dated: October __, 2020

By: _____
CYNTHIA MARCIANO
PLAINTIFF

1 Dated: October 30, 2020

By: 
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

Attorney for the Settlement Class and for
Plaintiffs CYNTHIA MARCIANO, DAVID
CRISTINI, DARNELL AUSTIN, MANUEL
MAGANA, and JARED ROUSSEL

7 Dated: October __, 2020

By: _____
Todd M. Friedman
LAW OFFICES OF TODD M. FRIEDMAN
P.C.


Attorney for Plaintiffs DANIEL MARKO AND
JESUS CORONA

12 Dated: October __, 2020

By: _____
Arnab Banerjee
CAPSTONE LAW APC

Attorney for DANA LOWE

17 Dated: October 31, 2020

By: 
Kashif Haque
Jessica L. Campbell
Suren Weerasuriya
AEGIS LAW FIRM, PC

Attorney for SUHAIL FARRAN

23 Dated: October __, 2020

By: _____
CYNTHIA MARCIANO
PLAINTIFF

1 Dated: October __, 2020

By: _____
Shannon Liss-Riordan
LICHTEN & LISS-RIORDAN, P.C.

3 Attorney for the Settlement Class and for
4 Plaintiffs CYNTHIA MARCIANO, DAVID
5 CRISTINI, DARNELL AUSTIN, MANUEL
6 MAGANA, and JARED ROUSSEL

7 Dated: October __, 2020

By: _____
Todd M. Friedman
LAW OFFICES OF TODD M. FRIEDMAN
P.C.

10 Attorney for Plaintiffs DANIEL MARKO AND
11 JESUS CORONA

12 Dated: October 30, 2020

By: 
Raul Perez
CAPSTONE LAW APC

14 Attorney for DANA LOWE

15
16
17 Dated: October __, 2020

By: _____
Kashif Haque
Jessica L. Campbell
Suren Weerasuriya
AEGIS LAW FIRM, PC

20 Attorney for SUHAIL FARRAN

21
22
23 Dated: November ²__, 2020

By: *Cynthia marciano*

CYNTHIA MARCIANO
PLAINTIFF

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

Dated: November^{2nd}, 2020

By: David Cristini
DAVID CRISTINI
PLAINTIFF

Dated: November^{2nd}, 2020

By: Darnell Austin
DARNELL AUSTIN
PLAINTIFF

Dated: November^{2nd}, 2020


By: Manuel Magana
MANUEL MAGANA
PLAINTIFF

Dated: November², 2020


By: Jared Roussel
JARED ROUSSEL
PLAINTIFF

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

10/30/2020
Dated: October __, 2020

DocuSigned by:

By: AF43302B9DBA43D...
JESUS CORONA
PLAINTIFF

10/30/2020
Dated: October __, 2020

DocuSigned by:

By: C6CD014827414C8
DANIEL MARKO
PLAINTIFF

Dated: October __, 2020

By: _____
SUHAIL FARRAN
PLAINTIFF

Dated: October __, 2020

By: _____
DANALOWE
PLAINTIFF

Dated: October __, 2020

By: _____
VICE PRESIDENT, LEGAL
DOORDASH, INC.
DEFENDANT

1 Dated: October __, 2020

By: _____
JESUS CORONA
PLAINTIFF

2

3

4 Dated: October __, 2020

By: _____
DANIEL MARKO
PLAINTIFF

5

6

7 Dated: October __, 2020

By: _____
SUHAIL FARRAN
PLAINTIFF

8

11/3/2020

9 Dated: October __, 2020

By: _____
DANA LOWE
PLAINTIFF

10

11

12 Dated: October __, 2020

By: _____
VICE PRESIDENT, LEGAL
DOORDASH, INC.
DEFENDANT

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 Dated: October __, 2020

By: _____
JESUS CORONA
PLAINTIFF

2

3

4 Dated: October __, 2020

By: _____
DANIEL MARKO
PLAINTIFF

5

6

7 Dated: October __, 2020

By: _____
SUHAIL FARRAN
PLAINTIFF

8

9

10 Dated: October __, 2020

By: _____
DANA LOWE
PLAINTIFF

11

12 Dated: October 30, 2020

By: _____
CHIEF BUSINESS & LEGAL OFFICER
DOORDASH, INC.
DEFENDANT

DocuSigned by:

Keith Vandell

C6F27EAE6C15416

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
E-mail: allen@gravesfirm.com
3 JACQUELINE TREU (SB#247927)
E-mail: jacqueline@gravesfirm.com
4 JENNY YU (SB#253033)
E-mail: jennyyu@gravesfirm.com
5 122 N. Baldwin Ave., Main Floor
6 Sierra Madre, CA 91024
7 Telephone: (626) 240-0575
Facsimile: (626) 737-7013

8 Attorneys for Plaintiffs
9 Antonio Ortega and Ken Hagans

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 Antonio Ortega, and Ken Hagans,
14 individuals, appearing on behalf of
15 themselves and all others similarly
situated,

16 Plaintiffs,

17 v.

18 Global Tel*Link Corporation,
19 Cooper Communications Group, Inc.
and DOES 1-10, inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 24 2018

Sherri R. Carter, Executive Officer/Clerk
By: V. Jaime, Deputy

CASE NO: BC636438

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVE SERVICE
PAYMENTS, ATTORNEY FEES,
AND COSTS**

Hearing Date: July 20, 2018
Time: 10:00 AM
Dept.: 11
Judge: Hon. Ann I. Jones

RECEIVED
LOS ANGELES SUPERIOR COURT
AUG 10 2018
B. SMITH

1 On March 12, 2018, this Court entered its Order preliminarily approving the class
2 action settlement set forth in the Revised Joint Stipulation and Settlement of Class Action
3 Claims ("Agreement").

4 Currently pending before the Court is the Motion for Final Approval of the Class
5 Action Settlement filed by Plaintiffs and Class Representatives Antonio Ortega and
6 Ken Hagans ("Plaintiffs" or "Class Representatives"). The Plaintiffs and Defendants
7 Global Tel*Link Corporation and Cooper Communications Group, Inc. ("Defendants")
8 are collectively referred to herein as "the Parties." Also pending before the Court is the
9 Class Representatives' Motion for Final Approval of Class Representative Service
10 Payments, Attorney Fees, and Costs.

11 Due and adequate notice of the instant proceedings having been given, and the
12 Court having considered all papers and having heard oral argument on July 20, 2018, and
13 otherwise being fully informed, and good cause appearing therefor,

14 **IT IS HEREBY ORDERED THAT:**

15 1. This Court has jurisdiction over the subject matter of this action, and over
16 the Settlement Class, and over those persons and entities undertaking affirmative
17 obligations under the Agreement.

18 2. The Court finds that the Agreement is fair, adequate and reasonable as it
19 will provide Settlement Class Members with substantial recovery from a non-
20 reversionary common fund and enable Settlement Class Members to avoid the risk,
21 expense, complexity, and duration of further litigation.

22 3. Pursuant to California Code of Civil Procedure §382 and California Rule of
23 Court 3.769, and in accordance with this Court's Order of July 20, 2018, the Court
24 hereby certifies, for settlement purposes only, the Settlement Class which it previously
25 conditionally certified. The Settlement Class is defined as follows: all individuals
26 employed as an hourly employee by either Defendant in California during the period
27 beginning October 6, 2012 through December 31, 2017. The Settlement Class includes
28 seven individuals who performed work for GTL through subcontracting entities

1 (“Subcontract Class Members”). Individuals employed by Telmate LLC are excluded
2 from the settlement, except to the extent they were separately employed by any
3 Defendant during the period beginning October 6, 2012 through December 31, 2017.
4 Based on the advice and consent of counsel for all parties, putative class member Kevin
5 Hains shall be treated as a class member who was employed in a position covered by the
6 settlement from October 6, 2012 through December 7, 2015 and who filed a timely claim
7 form.

8 4. The Court finds on the record before it that the Settlement Class satisfies
9 the requirements for class certification under California Code of Civil Procedure §382
10 and California Rule of Court 3.769, for settlement purposes only, because:

11 1) the Settlement Class Members are so numerous that joinder of all members is
12 impracticable; 2) the Settlement Class is ascertainable; 3) there are questions of law and
13 fact common to the Settlement Class Members; 4) the named Class Representatives’
14 claims are typical of the claims of the Settlement Class Members; 5) the named Class
15 Representatives and Class Counsel have adequately represented and will continue to
16 adequately represent and protect the interests of the Settlement Class for purposes of the
17 Settlement; and 6) class-wide treatment of the disputes raised in this action is superior to
18 other available methods for adjudicating the controversy before this Court at this time.

19 5. The Court hereby finds that the Notice was the best notice practicable
20 under the circumstances and complied fully with California Code of Civil Procedure
21 §382, due process, and all other applicable laws.

22 6. The Court further finds that a full and fair opportunity has been afforded to
23 the Settlement Class Members to opt out of or to object to the Settlement, and to
24 participate in the hearing convened to determine whether the Settlement should be given
25 Final Approval. Accordingly, the Court hereby determines that all members of the
26 Settlement Class are bound by this Final Order.

27 7. The Settlement set forth in the Agreement is in all respects fair, reasonable,
28 and adequate and in the best interests of the Settlement Class. There was no collusion in

1 connection with the Settlement. The Settlement was the product of informed and arm's
2 length negotiations among competent counsel and the record is sufficiently developed to
3 have enabled the Class Representatives and Defendants to adequately evaluate and
4 consider their respective positions. Accordingly, the Court hereby finally and
5 unconditionally approves the Settlement set forth in the Agreement.

6 8. There have been no objections to the Settlement or the request for Class
7 Representative Service Payments, Fees and Costs. No members of the Settlement Class
8 have opted out of the Settlement.

9 9. The Released Claims are all claims, causes of action, demands, rights and
10 liabilities of every nature and description that are asserted in, arise from, or relate to the
11 factual allegations and/or legal assertions made in the Action during the period beginning
12 October 6, 2012 through December 31, 2017. The release extends to all remedies that
13 could be claimed for any Released Claim, including but not limited to statutory,
14 constitutional, contractual, and common law claims for wages, damages, liquidated
15 damages, expense reimbursement, interest, attorney fees and costs (other than as awarded
16 to Class Counsel by the Court as part of the instant settlement), injunctive relief, punitive
17 damages, liquidated damages, restitution, disgorgement, and civil and/or statutory
18 penalties pursuant to the Fair Labor Standards Act and/or the California Wage Orders
19 and Labor Code, including, without limitation, Sections 201, 202, 203, 204, 210, 226,
20 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2699 et seq. and 2802.

21 The entities against whom claims are released include and are limited to
22 Defendants and their past, present, and future parent entities, subsidiaries, divisions,
23 affiliates, legal successors, predecessors (including companies they have acquired,
24 purchased, or absorbed), and each and all of their respective owners, management,
25 officers, partners, and directors (collectively, the "Released Parties"). Telemate LLC is
26 not a Released Party. The release does not apply to claims based on employment at
27 Telemate.

1 10. The Court confirms its appointment of Phoenix Settlement Administrators
2 ("Phoenix") as the Settlement Administrator. Phoenix shall continue to act as the
3 Settlement Administrator to perform those duties and responsibilities that remain under
4 this Final Order.

5 11. The Court confirms its appointment of Plaintiffs Antonio Ortega and Ken
6 Hagans as Class Representatives for the Settlement Class.

7 12. The Court confirms its appointment of Allen Graves, Esq., of The Graves
8 Firm as Class Counsel for the Settlement Class.

9 13. Defendants are required to transmit the Total Settlement Amount of Seven
10 Hundred Twenty-Five Thousand Dollars (\$725,000) to the Settlement Administrator by
11 no later than ten (10) business days after the date of this Order. All Defendants are
12 jointly and severally liable for the payments required by the Agreement and this Order.

13 14. The Court hereby approves allocation from the Total Settlement Amount of
14 Seven Thousand Dollars (\$7,000) total to Phoenix Settlement Administrators, the
15 appointed Settlement Administrator, as payment of the fees and costs for all past services
16 rendered by the Settlement Administrator, and for all services to be rendered by the
17 Settlement Administrator following Final Approval as necessary to complete its duties in
18 connection with the administration of the Settlement.

19 15. The sum of Fifty Thousand Dollars (\$50,000) shall be allocated from the
20 Total Settlement Amount to settle claims under the California Private Attorney General
21 Act ("PAGA"). Seventy-Five Percent (75%) of that total, or Thirty-Seven Thousand
22 Five Hundred Dollars (\$37,500), shall be paid to the LWDA pursuant to the provisions of
23 the PAGA. The remaining Twenty-Five Percent (25%), or Twelve Thousand Five
24 Hundred Dollars (\$12,500), shall be distributed as part of the Net Distribution Amount.

25 16. The Court finds that Class Counsel Allen Graves' hourly rate of Six
26 Hundred Twenty-Five Dollars (\$625) per hour is reasonable and appropriate in light of
27 Counsel's skill and experience.

1 17. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly
2 rate of Five Hundred and Ten Dollars (\$510) per hour is reasonable and appropriate in
3 light of her skill and experience.

4 18. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of
5 Four Hundred and Sixty-Five Dollars (\$465) per hour is reasonable and appropriate in
6 light of her skill and experience.

7 19. The Court finds that Class Counsel's paralegal staff hourly rate of One
8 Hundred Eighty-Five Dollars (\$185) per hour is reasonable and appropriate in light of
9 their skill and experience.

10 20. Class Counsel, The Graves Firm, is awarded Two Hundred Sixty-Three
11 Thousand, Seven Hundred and Twenty-Two Dollars (\$263,722) in attorney fees.

12 21. The Court finds that Class Counsel Allen Graves is entitled to Seventeen
13 Thousand, One Hundred and Nineteen Dollars and Eighty-Seven Cents (\$17,119.87) for
14 litigation costs that he incurred in relation to this matter.

15 22. The Court also hereby approves the Service Payment to the Class
16 Representatives in the following amounts: Antonio Ortega \$5,000 and Ken Hagans
17 \$5,000.

18 23. The funds remaining after distribution of the payments described above are
19 referred to in this Order as the Net Distribution Amount.

20 24. The Court approves payment to Class Members who filed valid Claim
21 Forms as described in the Administrator Declaration. A Class Member who is entitled to
22 payment under this Order is referred to in this Order as a "Claimant."

23 25. The Net Distribution Amount will be paid to Claimants as follows: Each
24 Claimant will receive ten credits per week that he or she worked during the Release
25 Timeframe. The value of a credit will be determined by dividing the Net Distribution
26 Amount by the total number of credits awarded.

27 26. No later than seven (7) days after receiving payment, the Settlement
28 Administrator shall transfer to Class Counsel Allen Graves by wire transfer the attorney

1 fees and costs awarded by the Court and send via overnight mail a check to the Class
2 Representatives in the amount of the Service Payment ordered by the Court.

3 27. No later than seven (7) days after receiving the Total Settlement Amount,
4 the Settlement Administrator will mail the payments to the Claimants. The six
5 Subcontract Class Members who filed timely claim forms shall be paid all amounts due
6 to them without any withholding of payroll taxes, and such amounts shall be reported on
7 an IRS form 1099 to be issued by the Settlement Administrator on behalf of the qualified
8 settlement fund. The identification numbers created by the Claims Administrator for
9 those six individuals are: GTLK100, GTLK101, GTLK102, GTLK105, GTLK106, and
10 GTLK121.

11 28. The checks to the Claimants shall have a stale date of One Hundred Eighty
12 (180) days after issuance.

13 29. The Settlement Administrator shall make reasonable efforts to obtain an
14 accurate address and re-mail any check that is returned by the Postal Service from the
15 initial mailing within five (5) days of receipt of such return.

16 30. The Settlement Administrator will transmit the funds associated with
17 checks that are returned a second time, or not cashed within One Hundred Eighty (180)
18 days of issuance as follows: 25% to the State Treasury for deposit in the Trial Court
19 Improvement and Modernization Fund; 25% to the State Treasury for deposit into the
20 Equal Access Fund of the Judicial Branch; and 50% to Kids First America, a nonprofit
21 child advocacy program.

22 31. No later than thirty-five (35) calendar days after the entry of this Order, the
23 Settlement Administrator will mail the payment to the LWDA, and will pay the
24 settlement administration fees and costs.

25 32. Within two hundred (200) calendar days after the entry of this Order the
26 Settlement Administrator shall provide a written summary report accounting for all
27 dispositions of funds.

28

1 33. Nothing in this Order shall be construed as an admission or concession by
2 any Party. The Revised Agreement and the resulting Order simply represent a
3 compromise of disputed allegations.

4 34. Without impacting the finality of this Order, the Court hereby retains
5 continuing jurisdiction to assure compliance with all terms of the Settlement in
6 accordance with the Revised Agreement and this Final Order.

7 35. This Court sets a nonappearance date for submission of a final report for
8 May 1, 2019 at 8:30 AM.

9
10 **IT IS SO ORDERED.**

11
12 DATED:

8/24/18

AMY D. HOGUE

Hon. ~~Ann I. Jones~~
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss:

COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On August 10, 2018, I served the following document(s) described as:

- **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE PAYMENTS, ATTORNEY FEES, AND COSTS**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

Robert J. Herrington
Adil M. Khan
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

**Counsel for Defendant
Global Tel*Link**

Diana M. Estrada
Angela M. Duerden
Wilson Elser, LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071

**Counsel for Defendant
Cooper Communications Group**



VIA COURT-ORDERED ELECTRONIC TRANSMISSION:

Pursuant to the Court's Order, I served said document(s) via court-appointed *File & ServeXpress* on all parties registered in this action.



VIA U.S. MAIL:

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on August 10, 2018 with postage thereon fully prepaid, at Sierra Madre, California.



VIA OVERNIGHT MAIL:

By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on August 10, 2018, at Sierra Madre, California.

Justine Gray

Type or Print Name

Signature



ORIGINAL

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
3 E-mail: allen@gravesfirm.com
4 JACQUELINE TREU (SB#247927)
5 E-mail: jacqueline@gravesfirm.com
6 JENNY YU (SB#253033)
7 E-mail: jennyyu@gravesfirm.com
8 122 N. Baldwin Ave., Main Floor
9 Sierra Madre, CA 91024
10 Telephone: (626) 240-0575
11 Facsimile: (626) 737-7013

12 Attorneys for Plaintiff
13 Nicholas LaBorde

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16 Nicholas LaBorde, an individual, in his
17 individual and representative capacity,

18 Plaintiff,

19 v.

20 Lyft, Inc., and DOES 1 through
21 10, inclusive,

22 Defendants.

CASE NO. BC707667

**~~THIRD REVISED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, ATTORNEY FEES, AND
COSTS**

Hearing Date: July 6, 2021
Time: 9:00 a.m.
Dept.: SS-6
Judge: Hon. Elihu M. Berle

RECEIVED
JUL 14 2021
FILING WINDOW

1 The Motion for Final Approval of Class Action Settlement and Motion for Final
2 Approval of Class Representative Service Payment, Attorney Fees, and Costs filed by
3 Plaintiff came on regularly for hearing on July 6, 2021 at 9:00 a.m. in Department SS-6
4 of the above-entitled Court.

5 Due and adequate notice of the instant proceedings having been given, and the
6 Court having considered all papers and having heard oral argument on July 6, 2021, and
7 otherwise being fully informed, and good cause appearing therefor,

8 **THIS COURT HEREBY ORDERS THAT:**

9 1. The provisions of the Revised Class Action Settlement Agreement and
10 Release ("Settlement Agreement" or "Agreement") are hereby approved and incorporated
11 in this Order.

12 2. The Court has jurisdiction over the subject matter of this action, and over
13 those persons and entities undertaking affirmative obligations in the Agreement.

14 3. As used in this order, "Driver" means any individual who has been
15 approved by Lyft to use the Lyft smartphone application to provide rides.

16 4. As used in this order, "Ride" means the pickup and transportation of a
17 passenger or group of passengers traveling together, from origin to destination, by a
18 Driver. A Ride begins when the Driver uses the Lyft smartphone application to accept a
19 transportation request from a passenger and such acceptance is recorded by Lyft. A Ride
20 ends when the Driver selects the "drop off" or equivalent option, or there is a
21 cancellation, in the Lyft smartphone application (or the application selects such option
22 automatically) and such selection is recorded by Lyft.

23 5. The Court finds that the Settlement Class in this Settlement includes and is
24 limited to the 1,459 Drivers who (a) gave at least one ride in California using the Lyft
25 Platform after July 2, 2016 through and including September 21, 2020, and who
26 submitted a request to opt out of the arbitration provision in Lyft's Terms of Service
27 Agreement through and including May 31, 2020; or (b) gave at least one ride in
28

1 California using the Lyft Platform at any time after May 30, 2014 through and including
2 September 21, 2020, and also opted out of the class-action settlement in *Cotter v. Lyft*,
3 and who submitted a request to opt out of the arbitration provision in Lyft's Terms of
4 Service Agreement through and including May 31, 2020. Excluded from the Settlement
5 Class are the 100 individuals for whom the Court has granted opt-out requests.

6 6. The Settlement set forth in the Agreement is in all respects fair, reasonable
7 and adequate. There was no collusion in connection with the Settlement. The Settlement
8 was the product of informed and arm's-length negotiations among competent counsel and
9 the record is sufficiently developed to have enabled Plaintiff and Defendant to adequately
10 evaluate and consider their respective positions. Accordingly, the Court hereby finally
11 and unconditionally approves the Settlement set forth in the Agreement and directs the
12 parties to consummate the terms of the Agreement.

13 7. The Court finds that the Settlement Agreement is reasonable as it provides
14 substantial payment for Class Members from a non-reversionary common fund.
15 The Settlement avoids the risk, expense, complexity, and duration of further litigation.

16 8. Pursuant to California Code of Civil Procedure §382 and California Rule of
17 Court 3.769, the Court hereby certifies, for settlement purposes only, the Settlement Class.

18 9. The Court has received 100 valid opt-out requests from Class Members as
19 listed in Exhibit 1 hereto. The Court grants all 100 requests from the individuals listed in
20 Exhibit 1. The 100 individuals for whom the Court has granted opt-out request are
21 excluded from the Settlement Class. The Court has received three untimely and therefore
22 invalid opt-out requests from Class Members as listed in Exhibit 2 hereto. The Court
23 denies the three untimely opt-out requests.

24 10. As used in this order, "Settlement Class Member" means all individuals
25 who fall within the definition of Class Member in Paragraph 5, with the exception of the
26 100 individuals whose opt-out requests are granted by the Court and excluded from the
27 Settlement Class.
28

1 11. The Court finds that the Settlement Class satisfies the requirements for class
2 certification under California Code of Civil Procedure §382 and California Rule of Court
3 3.769, for settlement purposes only, because: 1) the Class Members are so numerous that
4 joinder of all members is impracticable; 2) the Class is ascertainable; 3) there are
5 questions of law and fact common to the Class Members; 4) the named Class
6 Representative's claims are typical of the claims of the Class Members; 5) the named
7 Class Representative and Class Counsel have adequately represented and will continue to
8 adequately represent and protect the interests of the Class for purposes of the Settlement;
9 and 6) class-wide treatment of the disputes raised in this action is superior to other
10 available methods for adjudicating the controversy before this Court at this time.

11 12. The Court hereby finds that the individual direct Notice given to Class
12 Members through electronic and First Class U.S. Mail, as described in and attached to the
13 Declaration of the Settlement Administrator: 1) fairly and accurately described the
14 litigation and the proposed Settlement; 2) provided sufficient information to allow the
15 Class Members to decide whether to accept the benefits offered by the Settlement, exclude
16 themselves from the Settlement, or object to the proposed Settlement; 3) adequately
17 described the manner in which Class Members exclude themselves from the Settlement or
18 object to and/or appear at the Final Approval Hearing; and 4) provided the previously
19 scheduled date, time, and place of the Final Approval Hearing. The Court hereby finds
20 that the Notice (i) was the best notice practicable under the circumstances; (ii) was
21 reasonably calculated under the circumstances, to apprise the Settlement Class Members
22 of the pendency of the action and their right to exclude themselves from or object to the
23 proposed settlement and to appear at the fairness hearing; (iii) was reasonable and
24 constituted due, adequate, and sufficient notice to all persons entitled to receive notice;
25 and (iv) complied fully with California Code of Civil Procedure §382, due process, and all
26 other applicable laws.

1 13. The Court further finds that a full and fair opportunity has been afforded to
2 the Class Members to opt out of or to object to the Settlement, and to participate in the
3 hearing convened to determine whether the Settlement should be given Final Approval.

4 14. There are no objections to the Settlement or the request for Class
5 Representative Service Payment, Attorney Fees, or Costs.

6 15. As used herein, the term “Release Period” means the period from July 2,
7 2016 through March 3, 2021, but for members of the Settlement Class who also opted out
8 of the class-action settlement in *Cotter v. Lyft*, Case No. 13-cv-04065-VC, United States
9 District Court for the Northern District of California, the Release Period runs from May
10 30, 2014 through March 3, 2021.

11 16. As used in this order, “Settlement Class Members’ Released Claims”
12 means claims accruing during the Release Period that were, could have been, or could be
13 pled based on the allegations in the Third Amended Class Action Complaint. Settlement
14 Class Members’ Released Claims expressly include any and all claims, actions, demands,
15 causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and
16 description whatsoever, that could have been pled based on the same facts as those
17 alleged in the Third Amended Class Action Complaint. The released claims include
18 specifically without limitation the following Claims based on misclassification: (i) For all
19 Settlement Class Members that endorse any check or other instrument of payment issued
20 pursuant to this settlement, the endorsement shall constitute an agreement to opt-in to the
21 settlement and the Settlement Class Member shall release any claims under the Fair
22 Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (ii) For all Settlement Class Members,
23 failure to reimburse for business expenses (Cal. Lab. Code § 2802 and applicable Wage
24 Order); (iii) For all Settlement Class Members, minimum wage (Cal. Lab. Code §§
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1199 and applicable Wage Order); (iv) For all
26 Settlement Class Members, overtime (Cal. Lab. Code §§ 201, 202, 203, 1194, 1198, 510,
27 554 and applicable Wage Order); (v) For all Settlement Class Members, failure to
28 provide accurate wage statements (Cal. Lab. Code § 226); (vi) For all Settlement Class

Members, failure to provide meal and rest breaks (Cal. Lab. Code §§ 226.7, 512, and applicable Wage Order); (vii) For all Settlement Class Members, willful misclassification (Cal. Lab. Code § 226.8); (viii) For all Settlement Class Members, unlawful and/or unfair business practices (Cal. Bus. & Prof. Code § 17200 et seq.) (in connection with claims of misclassification); (ix) For all Settlement Class Members, any applicable California Labor Code claim, including Cal. Labor Code §351; and (x) For all Settlement Class Members, attorneys' fees and costs (other than those awarded by the Court with regard to this settlement). Released remedies flowing from these claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and attorneys' fees (other than those awarded by the Court with regard to this settlement), injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the putative class members arising or reasonably flowing from the Third Amended Class Action Complaint.

17. As used in this order, "Released Parties" or "Releasees" means (i) Defendant; (ii) Defendant's past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, owned by, owning, controlled by, or controlling Defendant; and (iii) any past, present, and future shareholders, officers, directors, members, agents, employees, independent contractors, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in Parts (i) or (ii) of this paragraph.

18. Upon payment by Defendant of all moneys required by the Agreement and this Order, and excepting only the rights created by the Agreement and this Order, Plaintiff and each Settling Class Member, regardless of whether he or she has received actual notice of the proposed settlement shall conclusively compromise, settle, discharge and release the Settlement Class Members' Released Claims against each of the Released Parties.

1 19. The Agreement and the Final Approval Order are binding on all pending
2 and future lawsuits and/or arbitrations or other proceedings (i) that encompass the claims
3 released by the Class Representative and that are maintained by or on behalf of the Class
4 Representative and/or his heirs, estates, trustees, executors, administrators, principals,
5 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
6 through them or acting or purporting to act for him or on his behalf, and (ii) that
7 encompass the Settlement Class Members' Released Claims and that are maintained by
8 or on behalf of any Settlement Class Member who has not been excluded from the
9 Settlement Class and/or their heirs, estates, trustees, executors, administrators, principals,
10 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
11 through them or acting or purporting to act for them or on their behalf, regardless of
12 whether the Settlement Class Member previously initiated or subsequently initiates
13 individual litigation or other proceedings encompassed by the Settlement Class Members'
14 Released Claims, and even if such Settlement Class Member never received actual notice
15 of the Action or this proposed Settlement.

16 20. The Class Representative is barred from (i) filing, commencing,
17 prosecuting, intervening in, or participating (as class members or otherwise) in any other
18 lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction
19 based on the Released Claims, or (ii) organizing Settlement Class Members into a
20 separate group, class, or subclass for purposes of pursuing as a purported class action any
21 lawsuit or administrative, regulatory, arbitration, or other proceeding (including by
22 seeking to amend a pending complaint to include class allegations, or seeking class
23 certification in a pending Action) based on the Released Claims.

24 21. The Court hereby confirms its appointment of SSI Settlement Services, Inc.
25 as the Settlement Administrator ("SSI" or "Settlement Administrator"). SSI shall act as
26 the Settlement Administrator to perform those duties and responsibilities under this Order
27 and consistent with the terms of the Settlement Agreement. The Court finds that the
28 Settlement Administrator has thus far fulfilled its duties under the settlement.

1 22. The Court confirms its appointment of Plaintiff Nicholas LaBorde as the
2 Class Representative for the Class. The Court finds that the Class Representative has
3 adequately represented the Settlement Class for the purposes of entering into and
4 implementing the Agreement.

5 23. The Court confirms its appointment of Allen Graves, Esq. of the Graves
6 Firm as Class Counsel for the Class. The Court finds that the Class Counsel has
7 adequately represented the Settlement Class for the purposes of entering into and
8 implementing the Agreement.

9 24. Within five (5) days after this Order, the Settlement Administrator shall
10 mail notice of the entry of Judgment in this matter to each Class Member via first class
11 mail.

12 25. The "Effective Date" as used in this Order means either (a) ninety (90) days
13 after the mailing of notice of entry of Judgment or, (b) in the event of an appeal, ten (10)
14 days after the date such appeal is finally concluded and is no longer subject to review by
15 any court, whether by appeal, petition for rehearing or re-argument, petition for rehearing
16 en banc, petition for writ of certiorari, or otherwise, and such appeal or other review has
17 been finally resolved in such manner that affirms the Judgment in its entirety.

18 26. Defendant shall deposit the Total Settlement Amount of \$3,519,500 less the
19 Notice and Administration Fund already transferred to the Settlement Administrator to
20 the Settlement Administrator by no later than 5 days after the Effective Date.

21 27. The Court hereby approves allocation from the Total Settlement Amount of
22 up to \$18,600 total to SSI, the appointed Settlement Administrator, in payment of the fees
23 and costs for all services necessary to complete its duties in connection with the
24 administration of the Settlement.

25 28. The Court finds that Plaintiff's Counsel is entitled to a fee, having
26 expended efforts to secure a common fund for the benefit of Class Members. Because
27 the Settlement provides for a true common fund, a percentage calculation is an equitable
28 method to apply in this case, and, accordingly, the Court hereby approves the application

of Plaintiff's Counsel, Allen Graves, for the amount of \$1,173,166.67 in attorney fees. The fee is equivalent to one-third (1/3) of the common fund established in this case and the Court finds that it is a reasonable percentage under the circumstances.

29. Using the lodestar method as a cross-check, the Court finds that the requested fee is well below what is supported, at a reasonable multiplier of 2.4¹.

30. The Court finds that Class Counsel Allen Graves' hourly rate of Six Hundred Twenty-Five Dollars (\$625) per hour is reasonable and appropriate in light of his skill and experience.

31. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly rate of Five Hundred and Ten Dollars (\$510) per hour is reasonable and appropriate in light of her skill and experience.

32. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of Four Hundred and Sixty-Five Dollars (\$465) per hour is reasonable and appropriate in light of her skill and experience.

33. The Court finds that the hourly rate for Class Counsel's paralegal staff of One Hundred Eighty-Five Dollars (\$185) per hour is reasonable and appropriate in light of their skills and experience.

34. The Court finds that Plaintiff's Counsel Allen Graves is entitled to \$34,700.83 for litigation costs incurred in relation to this matter.

35. The Court hereby approves an Enhancement Award to Plaintiff Nicholas LaBorde in the amount of \$10,000.

36. The Court approves creation of a Reserve Fund. The Reserve Fund shall be a fund equal to one percent (1%) of the Total Settlement Amount to be used to make payments and cover other necessary expenses resulting from any errors or disputes in the payments process. The Reserve Fund shall be taken out of the Total Settlement Amount.

¹ The exact multiplier is 2.443231911.

37. The portion of the Total Settlement Amount remaining after distribution of the amounts approved above is referred to herein as the Net Settlement Amount.

38. The Net Settlement Amount shall be distributed to the Settlement Class Members pursuant to the terms of the Settlement Agreement.

39. Settlement Payments for individual Class Members shall be calculated using a points system in accordance with the following plan of allocation: Each Settlement Class Member shall be awarded 1 point for each Ride given between July 2, 2016 and March 3, 2021 (except that no Settlement Class Member shall receive less than \$10). Each Settlement Class Member who opted out of the class-action settlement in *Cotter v. Lyft* shall receive one additional point for each Ride given between May 30, 2014 and July 1, 2016.

40. The Settlement Administrator shall use reasonable efforts to disburse Settlement Payments to all Settlement Class Members Within 14 days of receipt of the Total Settlement Amount. Such disbursements shall be made by check sent via first-class mail. All checks shall be void 180 days after issuance.

41. For those Settlement Payments for which the Settlement Administrator attempts payment by electronic funds transfer and for which such transfer is unsuccessful, the Settlement Administrator shall make payment by check sent via first-class mail. For those Settlement Payments for which the Settlement Administrator attempts payment by check and for which such check is returned as undeliverable, the Settlement Administrator shall make a diligent effort to obtain updated electronic payment information or mailing addresses and attempt a second disbursement. For any payments that are not successfully distributed to Settlement Class Members, after such reasonable efforts have been made, those funds will return to the Settlement Fund.

42. The Settlement Administrator shall send an explanation with regard to each electronic fund transfer or check explaining how the payment was calculated and how the Class Member may challenge that calculation. Any Settlement Class Member who disagrees with the calculation of their Settlement Payment may challenge the calculation

07/23/2024
1 within 30 days. The Settlement Administrator is authorized to make distributions from
2 the Reserve Fund to Settlement Class Members to rectify any errors or omissions in the
3 original distribution.

4 43. Once the period for challenges has elapsed and all challenges have been
5 resolved pursuant to the Settlement Agreement, the remaining Reserve Fund shall be
6 deposited into the Settlement Fund. If there remains at least \$20,000, in the Settlement
7 Fund, the Settlement Administrator shall, within 10 days, distribute the amount remaining
8 in the Settlement Fund to the Settlement Class Members in proportion to the amounts of
9 their initial payments, but only for those whose further payments would be at least \$50.
10 These further Settlement Payment amounts will be calculated after deduction of a
11 reasonable cost of further notice and administration necessary for disbursement of the
12 further payments. The Settlement Administrator's cost will be agreed upon by Class
13 Counsel and counsel for Defendant.

14 44. On the same date that it initiates the disbursement of Settlement Payments
15 to Settlement Class Members, the Settlement Administrator shall pay the Enhancement
16 Award of \$10,000 by delivering to Plaintiff's Counsel a check made payable to the
17 Plaintiff.

18 45. On the same date that it initiates the disbursement of Settlement Payments
19 to Settlement Class Members, the Settlement Administrator shall pay the Attorney Fees
20 of \$1,173,166.67 and Attorney Costs of \$34,700.83 via wire transfer to Plaintiff's
21 Counsel.

22 46. Without impacting the finality of this Order, the Court hereby retains
23 continuing jurisdiction over the enforcement, implementation, construction,
24 administration, and interpretation of the Settlement.

25 47. Within 190 days after distribution of the last Settlement Payment and any
26 further Settlement Payment, the Settlement Administrator shall provide a report
27 accounting for all funds including the total amount actually paid to Class Members.
28

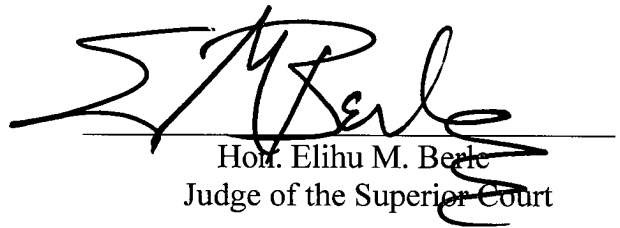
1 48. Within 10 days of receipt of the Settlement Administrator's report, Plaintiff
2 will file the report and a Proposed Amended Judgment consistent with the Settlement
3 Agreement.

4 49. The Court hereby sets a hearing on an OSC re: compliance with the terms
5 of the settlement on May 12, 2022, at 8:30 a.m. Counsel for Plaintiff is to file a report,
6 regarding the initial distribution of settlement funds no later than May 2, 2022.

7
8 **IT IS SO ORDERED.**

9
10 DATED:

July 21, 2021


Hon. Elihu M. Berle
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss:
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18,
6 and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor,
Sierra Madre, CA 91024.

7 On July 14, 2021, I served the following document(s) described as:

8 **THIRD REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL**
9 **OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE**
10 **ENHANCEMENT PAYMENT, ATTORNEY FEES, AND COSTS**

11 on the interested parties by transmitting a true and correct copy thereof addressed as follows:

12 R. James Slaughter, Erin E. Meyer
13 Ian A. Kanig, Morgan E. Sharma
14 Keker, Van Nest & Peters LLP
633 Battery Street
San Francisco, CA 94111
RSlaughter@keker.com; EMeyer@keker.com
IKanig@keker.com; MSharma@keker.com

15 **Attorneys for Defendant Lyft, Inc.**

16 ☒ **VIA ELECTRONIC TRANSMISSION:**

17 Pursuant to the Court's Order, I served said document(s) via the court-appointed e-service
18 provider, *Case Anywhere*, on all parties registered in this action.

19 **VIA U.S. MAIL:**

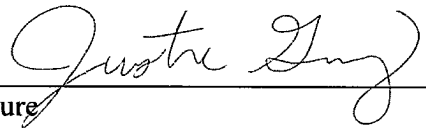
20 I am readily familiar with the firm's practice of collection and processing of
21 correspondence for mailing. Under that practice such sealed envelope(s) would be
22 deposited with the U.S. postal service on July 8, 2021 with postage thereon fully prepaid,
23 at Sierra Madre, California.

24 **VIA EMAIL:**

25 I personally sent such document(s) via email to the known email address of the person(s)
26 on whom it is to be served before 5:00 p.m.

27 I declare under penalty of perjury under the laws of the State of California that the above
28 is true and correct and was executed on July 14, 2021, at Sierra Madre, California.

26 Justine Gray
27 Type or Print Name

Signature 

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
E-mail: allen@gravesfirm.com
3 JACQUELINE TREU (SB#247927)
E-mail: jacqueline@gravesfirm.com
4 JENNY YU (SB#253033)
E-mail: jennyyu@gravesfirm.com
5 122 N. Baldwin Ave., Main Floor
6 Sierra Madre, CA 91024
7 Telephone: (626) 240-0575
Facsimile: (626) 737-7013

8 Attorneys for Plaintiff
9 Jose Cubias

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
09/08/2021
Darrel E. Parker, Executive Officer
BY Robles, Veronica Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA BARBARA
12

13 Coordination Proceeding Special Title
14 (Cal. R. Ct. 3.550(c))

15 CARL KARCHER WAGE AND HOUR
16 CASES II [MANAGER CASES]

17 Included actions:

18 *Cubias v. Carl Karcher Enterprises, Inc.*
19
20
21
22

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4537
[Class Action Case No. BC430282]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, ATTORNEY FEES, AND
COSTS**

Hearing Date: September 8, 2021
Time: 8:30 A.M.
Dept.: 3
Judge: Hon. Thomas Anderle

1 The Motion for Final Approval of Class Action and PAGA Settlement and Motion
2 for Final Approval of Class Representative Service Payment, Attorney Fees, and Costs
3 filed by Plaintiff Jose Cubias came on regularly for hearing on September 8, 2021 at
4 8:30 a.m. in Department 3 of the above-entitled Court.

5 Due and adequate notice of the instant proceedings having been given, and the
6 Court having considered all papers and having heard oral argument on September 8,
7 2021, and otherwise being fully informed, and good cause appearing therefor,

8 **THIS COURT HEREBY ORDERS THAT:**

9 1. The provisions of the Stipulation and Settlement of Class Action and
10 Private Attorney General Claims ("Settlement Agreement" or "Agreement") are hereby
11 approved and incorporated in this Order.

12 2. The Court has jurisdiction over the subject matter of this action, and over
13 those persons and entities undertaking affirmative obligations in the Agreement.

14 3. The Settlement Class includes and is limited to: 1) all individuals who
15 worked in the General Manager position for Carl Karcher Enterprises, Inc., Carl Karcher
16 Enterprises LLC, CKE Restaurants Holdings, Inc. or Carl's Jr. Restaurants LLC
17 ("CKE Entities") in California from November 6, 2005 through December 31, 2020; and
18 2) all individuals who worked in the Shift Lead(er), Shift Manager, General Manager in
19 Training (GMIT), or Interim General Manager position for a CKE Entity in California
20 from May 30, 2013 through December 31, 2020. The Settlement Class and all
21 subclasses exclude any individual who has previously executed a general release in favor
22 of any CKE Entity, and who has not worked for CKE since executing the release.

23 The Settlement Class includes three Subclasses:

24 **Cubias Subclass:** all individuals who worked in the General Manager position
25 for a CKE Entity in California during a class period from November 6, 2005
26 to June 15, 2009 ("*Cubias Subclass Period*").

1 **Duarte Subclass**: all individuals who worked in the General Manager position
2 for a CKE Entity in California during a class period from June 16, 2009
3 through December 31, 2020 ("*Duarte Subclass Period*").

4 **Patel Subclass**: all individuals who worked in the General Manager, Shift
5 Lead(er), Shift Manager, General Manager in Training (GMIT), or Interim
6 General Manager position for a CKE Entity in California during a class period
7 from May 30, 2013 through December 31, 2020 ("*Patel Subclass Period*").

8 4. The Settlement set forth in the Agreement is in all respects fair, reasonable
9 and adequate. There was no collusion in connection with the Settlement. The Settlement
10 was the product of informed and arm's-length negotiations among competent counsel and
11 the record is sufficiently developed to have enabled Plaintiffs and Defendants to
12 adequately evaluate and consider their respective positions. Accordingly, the Court
13 hereby finally and unconditionally approves the Settlement set forth in the Agreement
14 and directs the parties to consummate the terms of the Agreement.

15 5. The Court finds that the Settlement Agreement is reasonable as it provides
16 substantial payment for Class Members from a non-reversionary common fund.
17 The Settlement avoids the risk, expense, complexity, and delay of further litigation.

18 6. Pursuant to California Code of Civil Procedure §382 and California Rule of
19 Court 3.769, the Court hereby certifies, for settlement purposes only, the Settlement Class.

20 7. The Court has received one (1) opt-out request from Beatriz Tubiera.
21 The Court grants the request. Beatriz Tubiera is excluded from the Settlement Class.

22 8. As used in this order, "Settlement Class Member" means all Class
23 Members with the exception of the one (1) individual whose opt-out request has been
24 granted by the Court.

25 9. The Court finds that the Settlement Class satisfies the requirements for class
26 certification under California Code of Civil Procedure §382 and California Rule of
27 Court 3.769, for settlement purposes only, because: 1) the Class Members are so
28 numerous that joinder of all members is impracticable; 2) the Class is ascertainable;

1 3) there are questions of law and fact common to the Class Members; 4) the named Class
2 Representatives' claims are typical of the claims of the Class Members; 5) the named
3 Class Representatives and Class Counsel have adequately represented and will continue to
4 adequately represent and protect the interests of the Class for purposes of the Settlement;
5 and 6) class-wide treatment of the disputes raised in this action is superior to other
6 available methods for adjudicating the controversy before this Court at this time.

7 10. The Court finds that the individual direct Notice given to Class Members
8 through First Class U.S. Mail, as described in the Declaration of the Settlement
9 Administrator: 1) fairly and accurately described the litigation and the proposed
10 Settlement; 2) provided sufficient information to allow the Class Members to decide
11 whether to accept the benefits offered by the Settlement, exclude themselves from the
12 Settlement, or object to the proposed Settlement; 3) adequately described the pendency of
13 the action and the manner in which Class Members could exclude themselves from the
14 Settlement, or could object to and/or appear at the Final Approval Hearing; 4) provided
15 the previously scheduled date, time, and place of the Final Approval Hearing; 5) was the
16 best notice practicable under the circumstances; 6) was reasonable and constituted due,
17 adequate, and sufficient notice to all persons entitled to receive notice; and 7) complied
18 fully with Cal. Code of Civil Proc. §382, due process, and all other applicable laws.

19 11. The Court further finds that a full and fair opportunity has been afforded to
20 the Class Members to opt out of or to object to the Settlement, and to participate in the
21 hearing convened to determine whether the Settlement should be given Final Approval.

22 12. There are no objections to the Settlement or the request for Class
23 Representative Service Payment, Attorney Fees, or Costs.

24 13. As used in this Order, "Actions" means the cases captioned *Cubias v. Carl*
25 *Karcher Enterprises, Inc.* (Judicial Council Coordination Proceeding No. 4537, pending
26 in the Santa Barbara Superior Court); and the coordinated matter of *Duarte v. Carl*
27 *Karcher Enterprises, Inc. / Patel, et al., v. Carl Karcher Enterprises, Inc.* (Judicial
28 Coordination Proceeding No. 4949 pending in the Los Angeles Superior Court).

1 14. As used in this Order, "Released Parties" means Carl Karcher Enterprises,
2 Inc., Carl Karcher Enterprises LLC, CKE Restaurants Holdings, Inc. and Carl's Jr.
3 Restaurants LLC, and each of their respective current and former parent companies,
4 subsidiaries, divisions, and current and former affiliated individuals and entities, legal
5 successors, predecessors (including companies they have acquired, purchased, or
6 absorbed), assigns, joint ventures, and each and all of their respective officers, partners,
7 directors, owners, stockholders, servants, agents, shareholders, members, managers,
8 principals, investment advisors, consultants, employees, representatives, attorneys,
9 accountants, lenders, underwriters, benefits administrators, investors, funds, and insurers,
10 past, present and future, and all persons acting under, by, through, or in concert with any
11 of them.

12 15. As used in this order, "Released Claims" is defined as follows: all claims,
13 injuries, demands, losses, damages, costs, expenses, compensation, suits, causes of action,
14 attorneys' fees, obligations, rights, and liabilities of any nature, type, or description,
15 whether known or unknown, contingent or vested, in law or in equity, based on direct or
16 vicarious liability, and regardless of legal theory, accruing on or before December 31,
17 2020, that are based on, concern, arise from, or directly relate to the claims that were pled
18 in any of the Actions, or that could have been pled based on the facts alleged in any of the
19 Complaints in any of the Actions, or any amendments thereto, including, but not limited
20 to, any claims or potential claims under PAGA and any claims for alleged off-the clock
21 work related to or arising from named plaintiffs' theories that a General Manager or Shift
22 Leader must be physically present on site at a location at all times to serve as a Manager
23 on Duty during operating hours. The release will cover all remedies for Released Claims,
24 including but not limited to Labor Code sections 201 – 204, 210, 216, 218.5, 218.6, 225.5,
25 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
26 1194.2, 1194.3, 1197, 1197.1, 1198, 2698 *et seq.* (PAGA) and 2802, IWC Wage Order
27 No. 5 and Civil Code sections 1021.5, 3287 and 17200 *et seq.* The release shall apply to
28 the Released Parties. The release shall not include any claims against any franchisee of

1 any CKE Entities, and no franchisee shall be considered a Released Party. Any claims
2 asserting any vicarious liability, direct liability, or joint employer theory involving any
3 employees of any franchised location against any of the Released Parties are within the
4 scope of this release as regards the Released Parties.

5 16. Upon payment of all moneys required by the Agreement and this Order, and
6 excepting only the rights created by the Agreement this Order and the Judgment in this
7 matter, each Settlement Class Member, regardless of whether he or she has received
8 actual notice of the proposed Settlement shall conclusively compromise, settle, discharge
9 and release the Released Claims against each of the Released Parties. The release will not
10 apply to claims against any franchisee of any CKE Entities, and no franchisee shall be
11 considered a Released Party. Any claims asserting any vicarious liability, direct liability,
12 or joint employer theory involving any employees of any franchised location against any
13 of the Released Parties are within the scope of this release as regards the Released Parties.

14 17. The Court hereby confirms its appointment of SSI Settlement Services, Inc.
15 as the Settlement Administrator ("SSI" or "Settlement Administrator"). SSI shall act as
16 the Settlement Administrator to perform those duties and responsibilities under this Order
17 and consistent with the terms of the Settlement Agreement. The Court finds that the
18 Settlement Administrator has thus far fulfilled its duties under the Settlement.

19 18. The Court confirms its appointment of Plaintiffs Jose Cubias, Elizabeth
20 Duarte and Avakash Patel as the Class Representatives for the Class. The Court finds
21 that the Class Representatives have adequately represented the Settlement Class for the
22 purposes of entering into and implementing the Agreement.

23 19. The Court confirms its appointment of Allen Graves, Esq. of the Graves
24 Firm as Class Counsel. The Court finds that Class Counsel has adequately represented
25 the Settlement Class for the purposes of entering into and implementing the Agreement.
26
27
28

1 20. Within five (5) days after this Order, the Settlement Administrator shall
2 post notice of the entry of Judgment in this matter on the website the Settlement
3 Administrator has established in association with this Settlement. The Court find this
4 notice fulfills the requirement of California Rule of Court Rule 3.771(b).

5 21. Defendant shall transfer the Gross Settlement Amount of Six Million Two
6 Hundred Fifty Thousand Dollars (\$6,250,000) to the Settlement Administrator via wire
7 transfer no later than thirty (30) calendar days after this Order.

8 22. The Court approves payment, from the Gross Settlement Amount, of
9 amounts billed not to exceed Thirty-Nine Thousand Dollars (\$39,000) to the Settlement
10 Administrator, in payment of the fees and costs for all services necessary to complete its
11 duties in connection with the administration of the Settlement.

12 23. The Court approves payment, from the Gross Settlement Amount, of
13 Seventy-Five Thousand Dollars (\$75,000) to the California Labor and Workforce
14 Development Agency. This amount is seventy-five percent (75%) of the One Hundred
15 Thousand Dollars (\$100,000) allotted for settlement of all allegations arising under
16 California's Private Attorneys General Act.

17 24. The Court finds that Class Counsel is entitled to a fee, having expended
18 efforts to secure a settlement for the benefit of Class Members. The Court approves the
19 application of Class Counsel, The Graves Firm, for payment of fees, from the Gross
20 Settlement Amount, in the amount of Three Million One Hundred Twenty-Five Thousand
21 Dollars (\$3,125,000.00). The Court finds that the requested fee is well below what is
22 supported, as the fee is *less* than the fees recorded in time records provided by Class
23 Counsel. Viewed as a percentage of the fund, the fee is equivalent to one-half (1/2) of
24 the common fund established in this case, and the Court finds that it is a reasonable
25 percentage under the circumstances.

26 25. The Court finds that Class Counsel Allen Graves' hourly rate of Six
27 Hundred Eighty-Five Dollars (\$685) per hour is reasonable and appropriate in light of his
28 skill and experience.

1 26. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly
2 rate of Five Hundred Sixty-Five Dollars (\$565) per hour is reasonable and appropriate in
3 light of her skill and experience.

4 27. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of
5 Five Hundred Ten Dollars (\$510) per hour is reasonable and appropriate in light of her
6 skill and experience.

7 28. The Court finds that Class Counsel's Paralegal Justine Gray's hourly rate of
8 One Hundred Ninety-Five Dollars (\$195) per hour is reasonable and appropriate in light
9 of her skills and experience.

10 29. The Court approves payment, from the Gross Settlement Amount, of Five
11 Hundred Thousand Dollars (\$500,000) to Class Counsel the Graves Firm for litigation
12 costs incurred in relation to this matter. This amount is consistent with the maximum
13 cost award provided by the Settlement Agreement and is less than the total documented
14 costs submitted by Class Counsel.

15 30. The Court approves payment, from the Gross Settlement Amount, to
16 Bankruptcy Trustee Richard K. Diamond, of Three Hundred Seventy-Five Thousand
17 Dollars (\$375,000) consistent with the Settlement Agreement and on the terms provided
18 by the January 25, 2019 settlement between Plaintiff Cubias and the Trustee.

19 31. The Court hereby approves payment, from the Gross Settlement Amount, of
20 Service Payments to Plaintiffs and Class Representatives Jose Cubias, Elizabeth Duarte,
21 and Avakash Patel, each in the amount of Twenty-Five Thousand Dollars (\$25,000).

22 32. The Court approves payment, from the Gross Settlement Amount, of
23 Service Payments to deposed Class Members Daniel Bell, Catalina Flores, Maribel
24 Goldstein, Gwendolyn Herbert, Emraida Ortanez, and Ethel White, each in the amount of
25 Seven Thousand Five Hundred Dollars (\$7,500) provided that each deposed Class
26 Member executes a general release as described in the Settlement Agreement.

27 33. The amount remaining from the Gross Settlement Amount after all other
28 payments authorized by this Order shall be distributed to the Settlement Class Members.

1 34. Pursuant to Cal. Code of Civ. Proc. §384(b), the Court finds that the total
2 amount that will be payable to all Settlement Class Members, if all Class Members are
3 paid the amount to which they are entitled pursuant to this Order, is Two Million Eight
4 Thousand Five Hundred Dollars (\$2,008,500.00).

5 35. The Individual Settlement Amount for each Settlement Class Member shall
6 be calculated as follows:

- 7 a. Each Shift Lead(er) and Shift Manager Class Member will receive
8 one (1) credit for each pay period that he or she is identified in the Class
9 Member List as working in those positions during the *Patel Subclass Period*.
10 b. Each General Manager Class Member will receive two (2) credits for each pay
11 period that he or she is identified in the Class Member List as working in that
12 position during the *Cubias Subclass Period*.
13 c. Each General Manager Class Member will receive two (2) credits for each pay
14 period that he or she is identified in the Class Member List as working in that
15 position during the *Duarte Subclass Period*.
16 d. Each General Manager, General Manager in Training (GMIT), and Interim
17 General Manager Class Member will receive two (2) credits for each pay period
18 that he or she is identified in the Class Member List as working in those
19 positions during the *Patel Subclass Period*.

20 A Settlement Class Member who is a member of more than one Subclass will
21 receive credits for pay periods in all Subclasses of which he or she is a member. The
22 value of a credit shall be determined by dividing the Net Distribution Amount by the total
23 number of credits awarded to all Class Members.

24 36. Within fifteen (15) calendar days after receiving the Gross Settlement
25 Amount, the Settlement Administrator shall pay: (1) Individual Settlement Amounts to
26 the Settlement Class Members; (2) the Seventy-Five Thousand Dollar (\$75,000) PAGA
27 Payment to the LWDA; (3) Service Payments of Twenty-Five Thousand Dollars
28 (\$25,000) to each Class Representative, and Seven Thousand Five Hundred (\$7,500) to

1 each deposited Class Member; (4) Three Hundred Seventy-Five Thousand Dollars
2 (\$375,000.00) to Trustee Richard K. Diamond; (5) attorney fees of Three Million One
3 Hundred Twenty-Five Thousand Dollars (\$3,125,000.00) to The Graves Firm; (6) costs of
4 Five Hundred Thousand Dollars (\$500,000) to the Graves Firm; and (7) settlement
5 administrator fees as billed and not to exceed Thirty-Nine Thousand Dollars (\$39,000) to
6 SSI.

7 37. The Settlement Administrator shall use reasonable efforts to disburse
8 Individual Settlement Amounts to all Settlement Class Members. Such disbursements
9 shall be made by check sent via first-class mail. All checks shall be void one hundred
10 eighty (180) calendar days after issuance.

11 38. If a settlement check for an Individual Settlement Amount is returned by
12 the postal service, the Settlement Administrator shall use appropriate methods, including
13 but not limited to, skip-trace and telephone follow-up, to obtain the current address of the
14 Settlement Class Member. The Settlement Administrator will re-mail all returned checks
15 within five (5) calendar days of receiving the returned check.

16 39. Without impacting the finality of this Order, the Court hereby retains
17 continuing jurisdiction over the enforcement, implementation, construction,
18 administration, and interpretation of the Settlement.

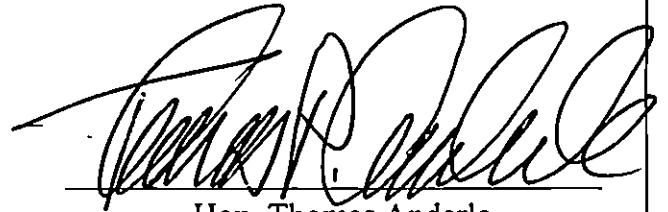
19 40. Within two hundred fifty (250) calendar days after this the date of this
20 Order, the Settlement Administrator shall provide a report accounting for all dispositions
21 of funds from the Gross Settlement Amount, including the total amount actually paid to
22 Class Members. The Settlement Administrator shall maintain all records related to the
23 Action in digital format for a period of ten (10) years, at the end of which time it will
24 permanently delete all records.

25 41. Within fifteen (15) calendar days of receipt of the Settlement
26 Administrator's report, Plaintiff Cubias will file the report and a Proposed Amended
27 Judgment addressing disposition of any remaining fund consistent with C.C.P. §384(b).
28

1 42. The Court shall conduct a Final Accounting hearing at which it will review
2 the report on all payments made from the Settlement Fund and address distribution of any
3 remaining funds on June 14, 2022 at 10:00 a.m.
4

5 **IT IS SO ORDERED.**

6
7 DATED: 9/8/21



Hon. Thomas Anderle
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On August 16, 2021, I served the following document(s) described as:

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT, CLASS REPRESENTATIVE
SERVICE PAYMENT, ATTORNEY FEES, AND COSTS**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

D. Chad Anderton
Fermin Llaguno
Littler Mendelson
18565 Jamboree Road, Suite 800
Irvine, CA 92614
canderton@littler.com
fllaguno@littler.com
**Attorneys for Defendants Carl Karcher
Enterprises, Inc. and CKE Restaurants, Inc.**

Luanne Sacks, Mike Scott, Andrew Stanley
Sacks, Ricketts & Case, LLP
177 Post Street, Suite 650
San Francisco, CA 94108
lsacks@srclaw.com; mscott@srclaw.com;
astanley@srclaw.com
**Attorneys for Defendants Carl Karcher
Enterprises, Inc. and CKE Restaurants, Inc.**

Zev Shechtman
Danning, Gill, Diamond & Kollitz, LLP
1901 Avenue of the Stars, Suite 450
Los Angeles, CA 90067
zshechtman@dgd.com
**Attorneys for Richard K. Diamond,
Chapter 7 Trustee**

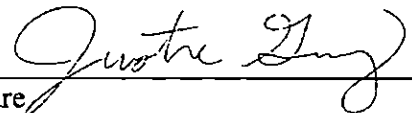
☒ **VIA EMAIL:**

I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served before 5:00 p.m.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on August 16, 2021, at Sierra Madre, California.

Justine Gray
Type or Print Name

Signature



1 I, Richard M. Pearl, declare:

2 1. I am a member in good standing of the California State Bar. I am in private practice
3 as the principal of my own law firm, the Law Offices of Richard M. Pearl, in Berkeley, California.
4 I specialize in issues related to court-awarded attorneys' fees, including the representation of
5 parties in fee litigation and appeals, serving as an expert witness, and serving as a mediator and
6 arbitrator in disputes concerning attorneys' fees and related issues. In this case, I have been asked
7 by the Graves Law Firm, Plaintiff's counsel, to render my opinion on the reasonableness of the
8 hourly rates they are requesting in their fee motion. The facts set forth herein are true of my own
9 personal knowledge, and if called upon to testify thereto, I could and would competently do so
10 under oath.

11 2. To form my opinion as to the reasonableness of the Graves firm's hourly rates, I
12 have reviewed materials that describe the qualifications and experience of Plaintiff's attorneys, the
13 nature of the work required by this case, the excellent results that have been achieved, and the
14 hourly rates requested. I also have communicated about the facts of the case with Allen Graves
15 and Jennifer Yu of the Graves firm.

16 **My Background and Experience**

17 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt
18 Hall (now Berkeley) School of Law, University of California, Berkeley, California. I took the
19 California Bar Examination in August 1969 and passed it in November of that year, but because I
20 was working as an attorney in Atlanta, Georgia for the Legal Aid Society of Atlanta (LASA), I
21 was not admitted to the California Bar until January 1970. I worked for LASA until the summer of
22 1971, when I then went to work in California's Central Valley for California Rural Legal
23 Assistance, Inc. (CRLA), a statewide legal services program. From 1977 to 1982, I was CRLA's
24 Director of Litigation, supervising more than fifty attorneys. In 1982, I went into private practice,
25 first in a small law firm, then as a sole practitioner. Martindale Hubbell rates my law firm "AV." I
26 also have been selected as a Northern California "Super Lawyer" in Appellate Law for 2005,
27
28

1 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021.

2 A true and correct copy of my Resume is attached as Exhibit A.

3 4. Since 1982, my practice has been a general civil litigation and appellate practice,
4 with an emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured
5 and written extensively on court-awarded attorneys' fees. I have been a member of the California
6 State Bar's Attorneys' Fees Task Force and have testified before the State Bar Board of Governors
7 and the California Legislature on attorneys' fee issues. I am the author of California Attorney Fee
8 Awards (3d ed Cal. CEB 2010) and its 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019,
9 2020, and March 2021 Supplements. I also was the author of California Attorney Fee Awards, 2d
10 Ed. (Calif Cont. Ed. of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003,
11 2004, 2005, 2006, 2007, and 2008 Supplements. Many courts have referred to this treatise as
12 "[t]he leading California attorney fee treatise." *Calvo Fisher & Jacob LLP v. Lujan*, 234 Cal. App.
13 4th 608, 621 (2015); *see also, e.g., Int'l Billing Servs., Inc. v. Emigh*, 84 Cal. App. 4th 1175, 1193
14 (2000) ("the leading treatise"); *Stratton v. Beck*, 30 Cal. App. 5th 901, 911 (2019) ("a leading
15 treatise"); *Orozco v. WPV San Jose, LLC*, 36 Cal. App. 5th 375, 409 (2019) ("a leading treatise on
16 California attorney's fees"). This treatise also has been cited by the California appellate courts on
17 more than 30 other occasions. *See, e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 576,
18 584 (2004); *Lolley v. Campbell*, 28 Cal. 4th 367, 373 (2002); *In re Conservatorship of Whitley*, 50
19 Cal. 4th 1206, 1214–15, 1217 (2010)); *Sonoma Land Trust v. Thompson*, 63 Cal.App.5th 978, 984
20 (2021); *Yost v. Forestiere*, 51 Cal. App. 5th 509, 530 n. 8 (2020); *Highland Springs Conference &*
21 *Training Ctr. v. City of Banning*, 42 Cal. App. 5th 416, 428 n. 11 (2019); *Sweetwater Union High*
22 *Sch. Dist. v. Julian Union Elementary Sch. Dist.*, 36 Cal. App. 5th 970, 988 (2019); *Hardie v.*
23 *Nationstar Mortg. LLC*, 32 Cal. App. 5th 714, 720 (2019); *Syers Props III, Inc. v. Rankin*, 226
24 Cal. App. 4th 691, 698, 700 (2014). California Superior Courts also cite the treatise with
25 approval. *See, e.g., Davis v. St. Jude Hosp.*, No. 30201200602596CUOECX, 2018 WL 7286170,
26 at *4 (Orange Cty. Super. Ct. Aug. 31, 2018); *Hartshorne v. Metlife, Inc.*, No. BC576608, 2017
27 WL 1836635, at *10 (Los Angeles Super. Ct. May 02, 2017). Federal courts also have cited it.

1 *See In re Hurtado*, Case No. 09-16160-A-13, 2015 WL 6941127 (E.D. Cal. Nov. 6, 2015);
2 *TruGreen Companies LLC v. Mower Brothers, Inc.*, 953 F. Supp. 2d 1223, 1236 nn.50, 51 (D.
3 Utah 2013). I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993
4 Supplements to its predecessor, CEB's California Attorney's Fees Award Practice. In addition,
5 I authored a federal manual on attorneys' fees entitled "Attorneys' Fees: A Legal Services
6 Practice Manual," published by the Legal Services Corporation. I also co-authored the chapter
7 on "Attorney Fees" in Volume 2 of CEB's Wrongful Employment Termination Practice, 2d
8 Ed. (1997).

9 5. More than 95% of my practice is devoted to issues involving court-awarded
10 attorney's fees. I have been counsel in over 200 attorneys' fee applications in state and federal
11 courts, primarily representing other attorneys. I also have briefed and argued more than 40
12 appeals, at least 30 of which have involved attorneys' fees issues. I have successfully handled five
13 cases in the California Supreme Court involving court-awarded attorneys' fees: (1) *Maria P. v.*
14 *Riles*, 43 Cal. 3d 1281 (1987), which upheld a C.C.P. section 1021.5 fee award based on a
15 preliminary injunction obtained against the State Superintendent of Education, despite the fact that
16 the case ultimately was dismissed under C.C.P. section 583; (2) *Delaney v. Baker*, 20 Cal. 4th 23
17 (1999), which held that heightened remedies, including attorneys' fees, are available in suits
18 against nursing homes under California's Elder Abuse Act; (3) *Ketchum v. Moses*, 24 Cal. 4th
19 1122 (2001), which held, *inter alia*, that contingent risk multipliers remain available under
20 California attorney fee law, despite the United States Supreme Court's contrary ruling on federal
21 law (note that in *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second
22 chair" in the Supreme Court); (4) *Flannery v. Prentice*, 26 Cal. 4th 572 (2001), which held, again
23 despite an adverse United States Supreme Court ruling on federal law, that in the absence of an
24 agreement to the contrary, statutory attorneys' fees belong to the attorney whose services they are
25 based upon; and (5) *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), which held, *inter*
26 *alia*, that the catalyst theory of fee recovery remained valid under California law despite adverse
27 federal law and that lodestar multipliers could be applied to fee motion work. In that case, I
28

1 represented trial counsel in both the Court of Appeal (twice) and Supreme Court, as well as on
2 remand in the trial court. I also represented and argued on behalf of *amicus curiae* in
3 *Conservatorship of McQueen*, 59 Cal. 4th 602 (2014), which held that statutory attorneys' fees for
4 appellate work were not considered "enforcement fees" subject to California's Enforcement of
5 Judgments law; I presented the argument relied upon by the Court. Along with Richard Rothschild
6 of the Western Center on Law and Poverty, I also prepared and filed an *amicus curiae* brief in
7 *Vasquez v. State of California*, 45 Cal. 4th 243 (2009). I also have handled numerous other
8 appeals, including: *Davis v. City & County of San Francisco*, 976 F.2d 1536 (9th Cir. 1992);
9 *Mangold v. CPUC*, 67 F.3d 1470 (9th Cir. 1995); *Velez v. Wynne*, 2007 U.S. App. LEXIS 2194
10 (9th Cir. 2007); *Camacho v. Bridgeport Financial, Inc.*, 523 F.3d 973 (9th Cir. 2008); *Orr v.*
11 *Brame*, 793 F.Appx. 485, 2019 U.S. App. LEXIS 24531 (9th Cir. 2019); *Center for Biological*
12 *Diversity v. County of San Bernardino*, 185 Cal.App.4th 866 (2010); *Environmental*
13 *Protection Information Center v. California Dept. of Forestry & Fire Protection et al*, 190
14 Cal.App.4th 217 (2010); *Heron Bay Home Owners Association v. City of San Leandro*, 19 Cal.
15 App. 5th 376 (2018); and *Robles v. EDD* (2019) 38 Cal.App.5th 191. For an expanded list of my
16 reported decisions, see Exhibit A, pp. 4-8.

17 6. I have been retained by various governmental entities, including the California
18 Attorney General's office, at my then current rates to consult with them regarding their affirmative
19 attorney fee claims. See, e.g., *In re Tobacco Cases I*, 216 Cal. App. 4th 570, 584 (2013); *Dep. of*
20 *Fair Employ. and Hous. v. Law Sch. Admission Council, Inc.*, 2018 WL 5791869 (N.D. Cal. No.
21 12-cv-08130, filed Nov. 5, 2018).

22 7. I am frequently called upon to opine about the reasonableness of attorneys' fees,
23 and numerous federal and state courts have relied on my testimony on those issues. The following
24 California appellate cases and reported trial court decisions also have referenced my testimony
25 favorably:

- 26 • *Sonoma Land Trust v. Thompson*, 63 Cal.App.5th 978, 986 (April 30, 2021)
- 27 • *Kerkeles v. City of San Jose*, 243 Cal.App.4th 88 (2015);

- 1 • *Habitat and Watershed Caretakers v. City of Santa Cruz*, 2015 Cal. App.
2 Unpub. LEXIS 7156 (2015);
- 3 • *Laffitte v. Robert Half Int'l Inc.*, 231 Cal.App.4th 860 (2014), aff'd (2016) 1
4 Cal.5th 480;
- 5 • *In re Tobacco Cases I*, 216 Cal.App.4th 570 (2013);
- 6 • *Heritage Pacific Financial, LLC v. Monroy*, 215 Cal.App.4th 972 (2013);
- 7 • *Wilkinson v. South City Ford*, 2010 Cal. App. Unpub. LEXIS 8680 (2010);
- 8 • *Children's Hospital & Medical Center v. Bonta*, 97 Cal.App.4th 740 (2002);
- 9 • *Church of Scientology v. Wollersheim*, 42 Cal.App.4th 628 (1996).
- 10 • *Kaku v. City of Santa Clara*, No. 17CV319862, 2019 WL 331053, at *3 (Santa
11 Clara Cty. Super. Ct. Jan. 22, 2019), aff'd 59 Cal.App.5th 385, 431 (2020);
- 12 • *Davis v. St. Jude Hosp.*, No. 30201200602596CUOECX, 2018 WL 7286170, at
13 *4 (Orange Cty. Super. Ct. Aug. 31, 2018);
- 14 • *Hartshorne v. Metlife, Inc.*, No. BC576608, 2017 WL 1836635, at *10 (Los
15 Angeles Super. Ct. May 2, 2017).¹

16 8. Many federal cases have referenced my expert testimony favorably, including most
17 recently in *Human Rights Defense Center v. County of Napa*, 20-cv-01296-JCS, Doc. 50 (March
18 28, 2021). There, “the Court place[d] significant weight on the opinion of Mr. Pearl that the rates
19 charged by all of the timekeepers listed above are reasonable and in line with the rates charged by
20 law firms that engage in federal civil litigation in the San Francisco Bay Area. Mr. Pearl has
21 extensive experience in the area of attorney billing rates in this district and has been widely relied
22 upon by both federal and state courts in Northern California [] in determining reasonable billing
23 rates.” *Id.* at 18–19. The other federal cases that have cited my declaration testimony favorably
24 include:

25
26
27 ¹ Many other trial courts also have relied on my testimony in unreported fee awards.
28

- *Antoninetti v. Chipotle Mexican Grill, Inc.*, No. 08-55867 (9th Cir. 2012), Order filed Dec. 26, 2012, at 6;
- *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (the expert declaration referred to is mine);
- *Independent Living Center of S. Cal. v. Kent*, 2020 U.S.Dist.LEXIS 13019 (C.D. Cal. 2020);
- *Ridgeway v. Wal-Mart Stores, Inc.*, 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd* 269 F.3d 1066 (9th Cir. 2020);
- *Beaver v. Tarsadia Hotels*, 2017 U.S.Dist.LEXIS 160214 (S.D. Cal. 2017);
- *Notter v. City of Pleasant Hill*, 2017 U.S.Dist.LEXIS 197404, 2017 WL 5972698 (N.D. Cal. 2017);
- *Villalpondo v. Exel Direct, Inc.*, 2016 WL 1598663 (N.D. Cal. 2016);
- *State Compensation Insurance Fund v. Khan et al*, Case No. SACV 12-01072-CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks Defendants' Motion for Attorneys' Fees, filed July 6, 2016 (Dkt. No. 408);
- *In re Cathode Ray Tube Antitrust Litig.*, Master File No. 3:07-cv-5944 JST, MDL No. 1917 (N.D. Cal. 2016) 2016 U.S. Dist. LEXIS 24951(Report And Recommendation Of Special Master Re Motions (1) To Approve Indirect Purchaser Plaintiffs' Settlements With the Phillips, Panasonic, Hitachi, Toshiba, Samsung SDI, Technicolor, And Technologies Displays Americas Defendants, and (2) For Award Of Attorneys' Fees, Reimbursement Of Litigation Expenses, And Incentive Awards To Class Representative, Dkt. 4351, dated January 28, 2016, *adopted in relevant part*, 2016 U.S. Dist. LEXIS 88665;
- *Gutierrez v. Wells Fargo Bank*, 2015 U.S. Dist. LEXIS 67298 (N.D. Cal. 2015);
- *Holman v. Experian Information Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014);

- 1 • *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI, MDL No. 1827
2 (N.D. Cal.), Report and Recommendation of Special Master Re Motions for
3 Attorneys' Fees And Other Amounts By Indirect-Purchaser Class Plaintiffs And
4 State Attorneys General, Dkt. 7127, filed Nov. 9, 2012, adopted in relevant part,
5 2013 U.S. Dist. LEXIS 49885 (N.D. Cal. 2013) ("*TFT-LCD (Flat Panel) Report*
6 *& Recommendation*");
- 7 • *Walsh v. Kindred Healthcare*, 2013 U.S. Dist. LEXIS 176319 (N.D. Cal. 2013);
- 8 • *A.D. v. California Highway Patrol*, 2009 U.S. Dist. LEXIS 110743, at *4 (N.D.
9 Cal. 2009), rev'd on other grounds, 712 F.3d 446 (9th Cir. 2013), reaffirmed and
10 additional fees awarded on remand, 2013 U.S. Dist. LEXIS 169275 (N.D. Cal.
11 2013);
- 12 • *Hajro v. United States Citizenship & Immigration Service*, 900 F. Supp. 2d
13 1034, 1054 (N.D. Cal 2012);
- 14 • *Rosenfeld v. United States Dep't of Justice*, 904 F. Supp. 2d 988, 1002 (N.D.
15 Cal. 2012);
- 16 • *Stonebrae, L.P. v. Toll Bros., Inc.*, 2011 U.S. Dist. LEXIS 39832, at *9 (N.D.
17 Cal. 2011) (thorough discussion), aff'd 2013 U.S. App. LEXIS 6369 (9th Cir.
18 2013);
- 19 • *Armstrong v. Brown*, 2011 U.S. Dist. LEXIS 87428 (N.D. Cal. 2011);
- 20 • *Lira v. Cate*, 2010 WL 727979 (N.D. Cal. 2010);
- 21 • *Californians for Disability Rights, Inc. v. California Dep't of Transportation*,
22 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010);
- 23 • *A.D. v. California Highway Patrol*, 2009 U.S. Dist. LEXIS 110743 (N.D. Cal.
24 2009) (police misconduct action), rev's 'd on other grounds 636 F.3d 955 (9th
25 Cir. 2013);
- 26 • *Nat'l Federation of the Blind v. Target Corp.*, 2009 U.S. Dist. LEXIS 67139
27 (N.D. Cal. 2009);
- 28

- *Prison Legal News v. Schwarzenegger*, 561 F.Supp.2d 1095 (N.D. Cal. 2008) (an earlier motion);
- *Bancroft v. Trizechahn Corp.*, No. CV 02-2373 SVW (FMOx), Order Granting Plaintiffs Reasonable Attorneys' Fees and Costs In the Amount of \$168,886.76, Dkt. 278 (C.D. Cal. Aug. 14, 2006);
- *Willoughby v. DT Credit Corp.*, No. CV 05-05907 MMM (CWx), Order Awarding Attorneys' Fees After Remand, Dkt. 65 (C.D. Cal. July 17, 2006);
- *Oberfelder v. City of Petaluma*, 2002 U.S. Dist. LEXIS 8635 (N.D. Cal. 2002), aff'd 2003 U.S. App. LEXIS 11371 (9th Cir. 2003);

Counsel's Requested Hourly Rates Are Reasonable.

9. In my opinion, the hourly rates requested by Plaintiffs' counsel in this matter are well in line with the non-contingent market rates charged by Los Angeles area attorneys of reasonably comparable experience, skill, and expertise for reasonably comparable services, which is the applicable standard. *See Children's Hospital & Medical Center v. Bonta*, 97 Cal.App.4th 740, 783 (2002). The bases for my opinion are set out below.

10. Through my writing and practice, I have become very familiar with the attorneys' fees charged by attorneys in California and elsewhere. I have obtained this familiarity in several ways: (1) by representing litigants and/or their attorneys in attorneys' fee litigation; (2) by serving as a consultant and/or expert in numerous fee matters; (3) by discussing fees with other attorneys; (4) by reviewing declarations regarding prevailing market rates and other factors filed in mine and other attorneys' cases; and (5) by reviewing attorneys' fee applications and awards in other cases, as well as surveys and articles on attorney's fees in the legal newspapers and treatises.

11. In this case, I have become familiar with the nature of this case, its results, and the backgrounds and experience of Plaintiffs' primary billers. I have been made aware that counsel request the following hourly rates:

Biller	Years of Experience	Position	Rate
Allen Graves	21	Attorney	\$685
Jenny Yu	13	Attorney	\$510
Jacqueline Treu	14	Attorney	\$565
Elizabeth Sullivan	13	Attorney	\$510
Jill Johnson	18	Attorney	\$630
Kevin Karr		Paralegal	\$195
Justine Gray		Paralegal	\$195

*Years of experience when left case

12. Counsel's credentials regarding wage and hour class action work are quite impressive and conform to my own prior experience with the Graves Firm's work here. Based on that knowledge and on my extensive experience and expertise regarding the California legal marketplace for similar work, it is my opinion that the hourly rates requested here are well within the range of non-contingent market rates charged by Los Angeles Area attorneys of reasonably similar qualifications and experience for reasonably similar work. In fact, in my view the Graves Firm's rates here are quite modest and well below the Los Angeles area rates that I would expect for similar work performed by similarly qualified attorneys.

Rates Paid by Fee-Paying Clients

13. I am informed that the Graves Firm represents fee-paying (i.e., non-contingent) clients in Los Angeles who pay it the same hourly rates that it request here. The fact that fee-paying clients in the Los Angeles area pay Plaintiffs' lawyers at the same rates that they request here shows that, in the Los Angeles market for legal services, fee-paying clients consider these rates reasonable for the skill, experience, and quality of work the Graves firm provides. *See California Attorney Fee Awards* (3d ed Cal CEB) § 9.121(2).

1 **Rates Previously Found Reasonable for the Graves Firm’s Work.**

2 14. The Graves Firm’s current hourly rates also are reasonable in relation to the hourly
3 rates that have been previously been found reasonable by the courts for its similar work. See
4 *Margolin v Regional Planning Comm’n* (1982) 134 Cal.App.3d 999, 1005 (prior awards to
5 counsel probative of rates requested). Most recently:

- 6 • In June 2020, in *Gellman v. ADESA*, (RIC1819601), Judge Sunshine Sykes of the Riverside
7 County Superior Court Complex Division approved Graves’ then current rate of \$625 per
8 hour, holding that it was “reasonable and appropriate in light of Counsel’s skill and
9 experience.” Judge Sykes made the same finding with regard to the current hourly rates for
10 two of the two associates and both of the paralegals who have billed time to this case.
11 • In December 2020, in *Finholt v. TaskRabbit*, (RIC BC722869), Judge Mark Mooney of the
12 Los Angeles Superior Court Complex Division approved Graves’ then current rate of \$625 per
13 hour, holding that it was “reasonable and appropriate in light of Counsel’s skill and
14 experience.” Judge Mooney made the same finding with regard to the current hourly rates for
15 each of the two associates and both of the paralegals who have billed time to this case.
16

17 Given these findings, the modest increases reflected in the Graves firm’s 2021 rates are entirely
18 consistent with the rate increases I have observed in the Los Angeles legal marketplace. See ¶ 17
19 and Exh. D below.

20 **Rates Found Reasonable in Other Cases**

21 15. Numerous fee awards issued by Los Angeles Area courts also confirm my opinion:

- 22 • In *The Kennedy Commission v. City of Huntington Beach*, Los Angeles County Superior
23 Court No. 30-2015-00801675, Ruling on Submitted Matter filed July 8, 2021, a writ of
24 mandate action challenging a land use amendment adopted by the City of Huntington
25 Beach, the court found the following hourly rates reasonable (prior to application of a 1.4
26 lodestar multiplier):

27

2020 Rates:	Years of Experience	Rates
	38	\$910

28

	40	\$900
	26	\$815
	23	\$750
	16	\$710
	14	\$680
	10	\$565
	7	\$500
	6	\$475
	5	\$450
	2	\$365

In an earlier ruling in the same case, the court found the following hourly rates reasonable for the Plaintiffs' private *pro bono* law firm (prior to application of a 1.4 multiplier) ²:

2016 Rates:	Bar Admission Year	Rates
	2001	\$900
	2014	\$450
2015 Rates:	Bar Admission Year	Rates
	2001	\$875
	2014	\$400

- In *Rea v. Blue Shield*, Los Angeles County Superior Court No. BC468900, Fee Order filed November 13, 2020, a class action challenging Blue Shield's practices regarding mental health claims, in which the court found that \$900 per hour was reasonable for plaintiffs' three lead attorneys, with 35, 37, and 44 years of experience. It also applied a 1.5 multiplier.

- In *Caldera v. State of California*, San Bernardino County Superior Court No. DS1000177, Ruling on Plaintiff's Motion for Attorney's Fees filed October 23, 2020, an individual Fair Employment and Housing Act case, the court found that \$825 per hour was a reasonable hourly

² The initial *Kennedy Commission* fee award was remanded in conjunction with the reversal of the merits. 2017 Cal.App.Unpub.Lexis 7488 (2017).

1 rate in the Los Angeles legal marketplace for 26-year attorney's appellate work (before applying a
2 1.65 lodestar multiplier).

3 • In *Independent Living Center of S. Cal. v. Kent*, 2020 U.S.Dist.LEXIS 13019 (C.D.
4 Cal. 2020), an action seeking to enjoin the challenging the State's right to alter reimbursement rates
5 for Medi-Cal providers, the court found the following hourly rates reasonable before applying a 1.5
6 lodestar multiplier:

2019 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815
	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440
2018 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570

15
16 • In *Lavinsky v. City of Los Angeles*, Los Angeles County Superior Court No.
17 BC542245, Fee Award filed October 9, 2019, a class challenge to a municipal tax, the court found
18 the following hourly rates reasonable, before applying a **3.8** lodestar multiplier:

YEARS OF EXPERIENCE	RATE
25	\$850
29	\$800
17	\$695
9	\$475
5-7	\$450
1	\$295
Paralegal	\$125

25
26 • In *Moinuddin et al v. State of California, Cal-Trans*, Los Angeles Superior Court
27 No. BC 656161, Ruling re Plaintiff's Motion for Attorney's Fees filed August 13, 2019, a FEHA
28

case, the court found the following hourly rates reasonable:

LAW SCHOOL GRADUATION	RATE
1994	\$850
2009	\$550
2010	\$525
2015	\$450
2016	\$400
Paralegal	\$165

• In *Hadsell v. City of Baldwin Park*, Los Angeles County Superior Court No. BC 548 602, Notice of Ruling on Plaintiff's Motion for Attorneys' Fees filed June 25, 2019, the court found the following hourly rates reasonable (before applying a 1.5 multiplier):

CAL BAR ADMISSION DATE	RATE
1987	\$1,100
1990	\$1,100
2008	\$800
2008	\$650
2012	\$550
2016	\$500

• In *Wishtoyo Foundation et al v. United Water Conservation Dist.*, 2019 U.S. Dist. LEXIS 39927 (C.D. Cal. 2019), an environmental action under the federal Endangered Species Act, the court found, *inter alia*, that in 2018, a reasonable rate for a 1986 Bar Admittee was \$840 per hour.

• In *Stephens v. Inter-Con Security System, Inc.*, JAMS Reference No. 120053590, Order re Claimants' Motion for Award of Attorneys' Fees and Costs dated December 11, 2018, a two-plaintiff sexual harassment claim, the Honorable Diane Wayne (Ret.) found the following 2018 hourly rates reasonable, before applying a 1.5 multiplier:

CAL BAR ADMISSION	RATE
1979	\$800
1997	\$625
2016	\$250

• In *Pinter-Brown v. UCLA*, Los Angeles Superior Court No. BC624838, Fee Order filed August 3, 2018, the court found the following 2018 hourly rates reasonable:

CAL BAR ADMISSION DATE	RATE
1990	\$1,100
2008	\$675
2012	\$500
2016	\$400
2015	\$350
2016	\$325
2017	\$300

• In *Monster, LLC, et al., v. Beats Electronics, LLC et al.*, Los Angeles Superior Court Case No. BC595235 (2017), Order Granting Defendant and Cross-Complainant Beats Electronics, LLC's Motion for Attorneys' Fees and Costs, filed June 27, 2018, a commercial dispute, the court found the following hourly rates reasonable for Beats' attorneys' work on the successful jury trial that determined the amount of reasonable attorneys' fees Monster would be required to pay as damages:

<u>Boies, Schiller & Flexner</u>	Bar Admittance or Law School Graduation	2016/2017 Rates
Partners:	1986	\$960/\$1,049
	2006	\$920/\$972
	2000	\$880
	2001	\$880
	2002	\$830
	1999	\$830
	2004	\$740 (2015); \$760 (2016)
	2006	\$680
	2007	\$650/\$714
	2009	\$600/\$800
Associates:	2004	\$680
	2009	\$610
	2013	\$460/\$533
	2013	\$490
	2010	\$630
	2011	\$480/\$602
	2014-2015	\$420
Non-Attorneys Timekeepers:		\$190-284

<u>Gibson Dunn & Crutcher</u>	Bar Admittance or Law School Graduation	2017 Rates
	1987	\$852 (through Aug. 2017)

		\$956 (from Sept. 2017)
	2008	\$592 (through Aug. 2017) \$696 (from Sept. 2017)
	2013	\$404 (through Aug. 2017) \$600 (from Sept. 2017)
	2015	\$520
	2016	\$472
	1997	\$960
	2006	\$736
	1987	\$944
Non-Attorneys Timekeepers:		\$216-\$335

• In *Nozzi v. Housing Authority*, 2018 U.S.Dist.LEXIS 26049 (C.D. Cal. 2018), a tenant class action, the court approved the following hourly rates as reasonable:

<u>Kaye McLane Bednarski & Litt</u>	Bar Admittance or Law School Graduation	2017 Rates
	1969	\$1,150
	1992	\$750
	1993	\$765
	Sr. Paralegal	\$335
	Jr. Paralegal	\$150
	Law Clerk	\$200

<u>Public Counsel</u>	Bar Admittance or Law School Graduation	2017 Rates
	1989	\$850
	1988	\$850
	1994	\$750
	1992	\$765
	2004	\$640
	2010	\$540

• In *Toyo Tire & Rubber Co. v. H.K. Tri-Ace Tire Co.*, 2018 U.S.Dist.LEXIS 20668 (C.D. Cal. 2018), the court found the following hourly rates reasonable for the plaintiff's judgment enforcement proceeding:

CAL BAR ADMISSION DATE	RATE
1978	\$800
1994	\$695
2012	\$635

• In *Monster, LLC, et al., v. Beats Electronics, LLC et al.*, Los Angeles Superior Court Case No. BC595235 (2017), a commercial dispute, the court found the following 2017

1 rates to be reasonable in its Order Granting Motions for Attorneys' Fees, filed October 12, 2017,
2 p. 2:

	Bar Admittance or Law School Graduation	2016 Rates (unless otherwise noted)
Partners:	1966	\$1,000 (2015); 1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-885
	1995	\$910
	2002	\$750
Of Counsel:	1976	\$705
Associates:	2009	\$615 (2015); \$660 (2016)
Non-Attorneys Timekeepers:		\$380-90

10
11 • In *The Kennedy Commission v. City of Huntington Beach*, Los Angeles County
12 Superior Court No. 30-2015-00801675, Order Granting Petitioners' Motion for Attorneys' Fees
13 Pursuant to California Code of Civil Procedure § 1021.5, filed July 13, 2016, a writ of mandate
14 action challenging a land use amendment adopted by the City of Huntington Beach, the court
15 found the following hourly rates reasonable for the Plaintiffs' private *pro bono* law firm (prior to
16 application of a 1.4 multiplier):³

2016 Rates:	Bar Admission Year	Rates
	2001	\$900
	2014	\$450
2015 Rates:	Bar Admission Year	Rates
	2001	\$875
	2014	\$400

23
24 • In *Willits et al v. City of Los Angeles*, No. CV 10-5782 CCBM (RZx) (C.D.
25 Cal.), Order Granting Motion for Attorneys' Fees and Costs, filed August 25, 2016 (Dkt. No.
26 418), a class action lawsuit against the City of Los Angeles by persons with mobility

27
28 ³ The *Kennedy Commission* fee award was remanded in conjunction with the reversal of the merits. 2017 Cal.App.Unpub.Lexis 7488 (2017).

1 disabilities under the Americans with Disabilities Act and the Rehabilitation Act of 1973
2 challenging the inaccessibility of the City's sidewalks, the court found the following 2015
3 hourly rates reasonable:

4	Law School Graduation	Rates
5	1976	\$1,115.60
6	1977 (associate)	700
7	1981	795
8	1987	680-775
9	1993	750
10	1999	644-695
11	2001	625
12	2003	550
13	2006	525 550
14	2007	450
15	2008	473
16	2009	450
17	2010	350-400
18	2011	300-385
19	2012	300
20	2013	300-325
21	Paralegals and Law Clerks	110-250
22	Case Assistants	220-230
23	Docket Clerk	230

24
25
26 • In *State Compensation Insurance Fund v. Khan et al*, Case No. SACV 12-01072-
27 CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks Defendants' Motion
28 for Attorneys' Fees, filed July 6, 2016 (Dkt. No. 408), a multi-defendant RICO action, the court

found the following hourly rates reasonable:

Years of Experience	Rates
22	\$890
20	\$840
5	\$670
4	\$560
Paralegals	\$325-340
Case Assistants	\$220-230
Docket Clerk	\$230

• In *ScriptsAmerica, Inc. Ironridge Global LLC et al*, Case No. CV 14-03962-SJO (AGR_x) (C.D. Cal.), Order Granting Defendant Ironridge Global LLC, John Kirkland, Brendan O'Neill's Motion for Attorney's Fees, filed January 12, 2016 (Dkt. No. 50), a contract dispute, the court found the following 2015 hourly rates reasonable:

Years of Experience	Rates
37	\$950
11	\$700
4	\$450
Paralegals	\$200-350

• In *Perfect 10, Inc. v. Giganews, Inc.*, 2015 U.S. Dist. LEXIS 54063 (C.D. Cal. 2015), filed March 24, 2015, *affirmed* 847 F.3d 657 (9th Cir. 2017), a copyright infringement action, the court found the following 2015 hourly rates reasonable:

Years of Experience	2015 Rate
29	\$825-930
18	\$750

17	\$705-750
12	\$610-640
11	\$660-690
10	670
9	660-690
8	470-525
7	640
5	375-560
4	350-410
3	505
2	450
1	360-370
Paralegals	240-345
Discovery Support Staff	245-290

• In *Rodriguez v. County of Los Angeles*, No. 2:10-cv-06342-CBM-AJW (C.D. Cal.), Order Granting Plaintiffs' Motion for Attorneys' Fees, filed December 29, 2014, *affirmed* 891 F.3d 776 (9th Cir. May 30, 2018), a civil rights action on behalf of five county jail prisoners, the district court found the following hourly rates reasonable, plus a 2.0 lodestar multiplier for merits work performed on the plaintiffs' California cause of action; the entire award was affirmed on appeal:

Years of Experience	Rate
45	\$975
28	700-775
26	775
10	600
6	500
Senior Paralegal	295

Other Paralegals	175-235
Law Clerk	250

• In *Doe v. United Healthcare Insurance Co., et al.*, No. SACV13-0864 DOC(JPRx) (C.D. Cal.), Order Granting Attorney's Fees and Costs, filed October 15, 2014, a multi-Plaintiff consumer action, the court found the following hourly rates reasonable:

Whatley Kallas

Years of Experience	Rate
36	\$950
27	900
32	800
33	750
21	700
10	600
4	400
2	375
Paralegal	225

Consumer Watchdog

Years of Experience	Rate
35	\$925
19	650
4	425

• In *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights class action brought by pre-trial detainees, the court approved a lodestar based on the following 2011 rates:

Years of Experience	Rate
42	\$850
32	825
23	625
18	625
Law Clerks	250
Paralegals	250

Rate Information from Surveys

16. Several well-respected surveys of hourly rates also show that the Graves firm's hourly rates are quite modest:

- The 2018 Real Rate Report survey compiled by Wolters Kluwer surveyed the hourly rates charged in the Third Quarter of 2018 by hundreds of Los Angeles area attorneys, relevant excerpts of which are attached hereto as **Exhibit B**. The real market rates of Los Angeles area attorneys who practice "litigation" are surveyed at page 27, which describes the Third Quarter 2018 rates charged by 518 Los Angeles partners and 642 associates who practiced "Litigation." For that category, the Third Quartile 2018 rate was **\$908** per hour for partners and **\$670** for associates. Likewise, page 33 of the Report describes the rates charged by 232 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years. For those categories, the Third Quartile Los Angeles rate in 2018 were **\$960** per hour for 21 or more years and **\$920** for attorneys with fewer than 21 years. Moreover, in my experience, since the Third Quarter of 2018, most Los Angeles Area firms have raised their rates by at least 10-15%.
- The 2018 Peer Monitor Public Rates survey, attached hereto as **Exhibit C**, shows that Plaintiff's counsel's rates here are well within the range of hourly rates billed by other top-flight Los Angeles-area law firms.

- 1 • Plaintiff's counsel's rates are consistent with the "Adjusted Laffey Matrix"
2 (laffymatrix.com), which is based on a survey of hourly rates charged in the
3 Baltimore-Washington, D.C. area and is used by some courts to evaluate the
4 reasonableness of rates. The Adjusted Laffey Matrix lists a current rate of **\$914**
5 per hour for an attorney who has been out of law school for more than 20 years,
6 **\$759** per hour for an attorney who has been out of law school for 11-19 years, **\$672**
7 for an 8-10 year attorney, **\$465** per hour for an attorney who has been out of law
8 school for 4-7 years, and **\$378** per hour for an attorney who has been out of law
9 school for 1-3 years. Taking into consideration that Los Angeles rates tend to be
10 higher than Baltimore-Washington D.C. rates, in my view the Adjusted Laffey
11 Matrix can sometimes be a useful tool for determining the reasonableness of Los
12 Angeles area rates. Here, counsel's rates are significantly *lower* than the *Laffey*
13 rates.

14 **Hourly Rates Charged by Other Law Firms**

15 17. Counsel's rates also are in the range of the standard hourly non-contingent rates for
16 comparable civil litigation. A chart showing the hourly rates charged by a broad range of L.A.
17 firms, as stated in court filings, depositions, surveys, or other reliable sources, is attached hereto as
18 **Exhibit D**. The rates requested here are in well within the range of rates evidence therein.

19 18. The expense and risk of public interest litigation has not diminished over the years;
20 to the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
21 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can
22 only continue if their fee awards reflect true market value.

23 I declare under penalty of perjury that the foregoing facts are true and correct.

24 Executed on August 10, 2021 at South Lake Tahoe, California.

25 
26 _____

27 Richard M. Pearl
28

RESUME OF RICHARD M. PEARL

RICHARD M. PEARL

LAW OFFICES OF RICHARD M. PEARL

1816 Fifth Street

Berkeley, CA 94710

(510) 649-0810

(510) 548-3143 (facsimile)

rpearl@interx.net (e-mail)

EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)

Berkeley School of Law (formerly Boalt Hall), Berkeley, J.D. (June 1969)

BAR MEMBERSHIP

Member, State Bar of California (admitted February 1970)

Member, State Bar of Georgia (admitted June 1970) (inactive)

Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, California Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to 2014): Taught *Public Interest Law Practice*, a 2-unit course that focused on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and March 2021 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

Graham v. DaimlerChrysler Corp. and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

Current Issues in Attorneys' Fee Litigation, California Labor and Employment Law Quarterly (September 2002 and November 2002)

Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

A Practical Introduction to Attorney's Fees, Environmental Law News (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations in Determining, Billing, and Collecting (October 1992)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Effective Representation Before California Administrative Agencies (October 1986)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations (March 1984)

Settlers Beware/The Dangers of Negotiating Statutory Fee Cases (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

PUBLIC SERVICE

Member, Attorneys' Fee Task Force, California State Bar

Member, Board of Directors, California Rural Legal Assistance Foundation

REPRESENTATIVE CASES

ACLU of N. Cal. v. DEA

(N.D. Cal. 2012) 2012 U.S.Dist.LEXIS 190389

Alcoser v. Thomas

(2011) 2011 Cal.App.Unpub.LEXIS 1180

Arias v. Raimondo

(2018) 2018 U.S.App.LEXIS 7484

Boren v. California Department of Employment

(1976) 59 Cal.App.3d 250

Cabrera v. Martin

(9th Cir. 1992) 973 F.2d 735

Camacho v. Bridgeport Financial, Inc.

(9th Cir. 2008) 523 F.3d 973

Campos v. E.D.D.

(1982) 132 Cal.App.3d 961

Center for Biological Diversity v. County of San Bernardino

(2010) 185 Cal.App.4th 866

Children & Families Commission of Fresno v. Brown

(2014) 228 Cal.App.4th 45

Committee to Defend Reproductive Rights v. A Free Pregnancy Center

(1991) 229 Cal.App.3d 633

David C. v. Leavitt

(D. Utah 1995) 900 F.Supp. 1547

Delaney v. Baker

(1999) 10 Cal.4th 23

REPRESENTATIVE CASES (cont.)

Dixon v. City of Oakland

(2014) 2014 U.S.Dist.LEXIS 169688

Employment Development Dept. v. Superior Court (Boren)

(1981) 30 Cal.3d 256

Environmental Protection Info. Ctr. v Department of Forestry & Fire Protection

(2010) 190 Cal.App.4th 217

Environmental Protection Information Center, Inc. v. Pacific Lumber Co.

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9th Cir. 2004) 103 Fed. Appx. 627

Flannery v Prentice

(2001) 26 Cal. 4th 572

Guerrero v. Cal. Dept. of Corrections etc.

(2016) 2016 U.S.Dist.LEXIS 78796, *aff'd in relevant part*, (9th Cir. 2017) 701 Fed.Appx. 613

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal. 4th 553

Heron Bay Home Owners Assn. v. City of San Leandro

(2018) 19 Cal.App.5th 376

Horsford v. Board of Trustees of Univ. of Calif.

(2005) 132 Cal.App.4th 359

Ketchum v. Moses

(2001) 24 Cal.4th 1122

Kievlan v. Dahlberg Electronics

(1978) 78 Cal.App.3d 951, *cert. denied* (1979)
440 U.S. 951

Lealao v. Beneficial California, Inc.

(2000) 82 Cal.App.4th 19

Lewis v. California Unemployment Insurance Appeals Board

(1976) 56 Cal.App.3d 729

REPRESENTATIVE CASES (cont.)

Local 3-98 etc. v. Donovan

(N.D. Cal. 1984) 580 F.Supp. 714,
aff'd (9th Cir. 1986) 792 F.2d 762

Mangold v. California Public Utilities Commission

(9th Cir. 1995) 67 F.3d 1470

Maria P. v. Riles

(1987) 43 Cal.3d 1281

Martinez v. Dunlop

(N.D. Cal. 1976) 411 F.Supp. 5,
aff'd (9th Cir. 1977) 573 F.2d 555

McQueen, Conservatorship of

(2014) 59 Cal.4th 602 (argued for *amici curiae*)

McSomebodies v. Burlingame Elementary School Dist.

(9th Cir. 1990) 897 F.2d 974

McSomebodies v. San Mateo City School Dist.

(9th Cir. 1990) 897 F.2d 975

Molina v. Lexmark International

(2013) 2013 Cal.App. Unpub. LEXIS 6684

Moore v. Bank of America

(9th Cir. 2007) 2007 U.S. App. LEXIS 19597

Moore v. Bank of America

(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

Mora v. Chem-Tronics, Inc.

(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,
5 Wage & Hour Cas. 2d (BNA) 1122

Nadaf-Rahrov v. Nieman Marcus Group

(2014) 2014 Cal.App. Unpub. LEXIS 6975

Orr v. Brame

(9th Cir. 2018) 727 Fed.Appx. 265, 2018 U.S.App.LEXIS 6094

REPRESENTATIVE CASES (cont.)

Orr v. Brame

(9th Cir. 2019) 793 Fed.Appx. 485

Pena v. Superior Court of Kern County

(1975) 50 Cal.App.3d 694

Ponce v. Tulare County Housing Authority

(E.D. Cal 1975) 389 F.Supp. 635

Ramirez v. Runyon

(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

Ridgeway v. Wal-Mart Stores, Inc., 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd on merits (fees not appealed)* 269 F.3d 1066 (9th Cir. 2020)

Robles v. Employment Dev. Dept.

(2019) 38 Cal.App.5th 191

Rubio v. Superior Court

(1979) 24 Cal.3d 93 (amicus)

Ruelas v. Harper

(2015) 2015 Cal.App. Unpub.LEXIS 7922

Sokolow v. County of San Mateo

(1989) 213 Cal. App. 3d. 231

S.P. Growers v. Rodriguez

(1976) 17 Cal.3d 719 (amicus)

Swan v. Tesconi

(2015) 2015 Cal.App. Unpub. LEXIS 3891

Tongol v. Usery

(9th Cir. 1979) 601 F.2d 1091,
on remand (N.D. Cal. 1983) 575 F.Supp. 409,
revs'd (9th Cir. 1985) 762 F.2d 727

Tripp v. Swoap

(1976) 17 Cal.3d 671 (amicus)

REPRESENTATIVE CASES (cont.)

United States (Davis) v. City and County of San Francisco
(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*
and revs'd in part sub nom Davis v. City and County
of San Francisco (9th Cir. 1992) 976 F.2d 1536,
modified on rehearing (9th Cir. 1993) 984 F.2d 345

United States v. City of San Diego
(S.D.Cal. 1998) 18 F.Supp.2d 1090

Vasquez v. State of California
(2008) 45 Cal.4th 243 (*amicus*)

Velez v. Wynne
(9th Cir. 2007) 2007 U.S. App. LEXIS 2194

AUGUST 2021

Section I: High-Level Data Cuts

Cities

By Matter Type

Q3 2018 -- Real Rates for Partners and Associates

Trend Analysis (Mean)

City	MatterType	Role	n	First Quartile	Median	Third Quartile	Q3 2018	Q3 2017	Q3 2016
Jacksonville FL	Litigation	Partner	26	\$240	\$295	\$376	\$314	\$310	\$330
		Associate	17	\$183	\$200	\$258	\$223	\$254	\$251
	Non-Litigation	Partner	15	\$298	\$325	\$377	\$364	\$301	\$351
Kansas City MO	Litigation	Partner	109	\$341	\$417	\$474	\$405	\$411	\$401
		Associate	93	\$245	\$272	\$300	\$268	\$255	\$257
	Non-Litigation	Partner	82	\$344	\$403	\$495	\$434	\$434	\$428
		Associate	80	\$220	\$250	\$285	\$259	\$274	\$281
	Litigation	Partner	13	\$195	\$230	\$300	\$246	\$251	\$250
Lafayette LA	Litigation	Partner	17	\$150	\$150	\$205	\$181	\$202	\$199
Las Vegas NV	Litigation	Partner	24	\$225	\$350	\$404	\$342	\$341	\$323
		Associate	24	\$200	\$250	\$270	\$246	\$246	\$232
	Non-Litigation	Partner	33	\$410	\$490	\$594	\$499	\$465	\$417
		Associate	26	\$263	\$290	\$320	\$292	\$265	\$269
	Litigation	Partner	15	\$295	\$300	\$305	\$299	\$291	\$296
Lexington KY	Non-Litigation	Partner	14	\$298	\$325	\$388	\$348	\$346	\$357
Little Rock AR	Litigation	Partner	20	\$218	\$233	\$273	\$267	\$275	\$253
	Non-Litigation	Partner	17	\$215	\$246	\$300	\$261	\$262	\$263
Los Angeles CA	Litigation	Partner	518	\$395	\$650	\$908	\$659	\$622	\$574
		Associate	642	\$355	\$510	\$670	\$515	\$463	\$422
	Non-Litigation	Partner	641	\$501	\$729	\$995	\$772	\$751	\$724
		Associate	901	\$410	\$581	\$775	\$595	\$580	\$546
Louisville KY	Litigation	Partner	34	\$275	\$327	\$413	\$335	\$350	\$349
		Associate	24	\$210	\$225	\$225	\$214	\$203	\$192
	Non-Litigation	Partner	21	\$268	\$348	\$403	\$342	\$357	\$379
		Associate	13	\$208	\$218	\$225	\$211	\$210	\$209
Madison WI	Non-Litigation	Partner	14	\$362	\$377	\$400	\$402	\$388	\$406
		Associate	14	\$258	\$313	\$339	\$337	\$338	\$337
Memphis TN	Litigation	Partner	24	\$260	\$370	\$424	\$338	\$343	\$329
	Non-Litigation	Partner	27	\$298	\$375	\$403	\$354	\$349	\$328
		Associate	15	\$185	\$210	\$235	\$214	\$217	\$215
Miami FL	Litigation	Partner	157	\$250	\$376	\$518	\$408	\$386	\$378
		Associate	123	\$190	\$275	\$371	\$306	\$287	\$279
	Non-Litigation	Partner	133	\$376	\$515	\$666	\$541	\$524	\$509
		Associate	89	\$272	\$323	\$445	\$367	\$334	\$312

Section I: High-Level Data Cuts

Cities

By Years of Experience

Q3 2018 -- Real Rates for Partners

Trend Analysis (Mean)

City	Years of Experience	n	First Quartile	Median	Third Quartile	Q3 2018	Q3 2017	Q3 2016
Des Moines IA	Fewer Than 21 Years	11	\$275	\$275	\$478	\$356	\$312	\$366
Detroit MI	Fewer Than 21 Years	38	\$312	\$350	\$400	\$363	\$354	\$325
	21 or More Years	70	\$210	\$347	\$423	\$345	\$375	\$351
Greenville SC	21 or More Years	24	\$348	\$425	\$453	\$405	\$413	\$405
Harrisburg PA	21 or More Years	11	\$301	\$370	\$471	\$379	\$338	\$358
Hartford CT	Fewer Than 21 Years	14	\$315	\$387	\$420	\$372	\$361	\$344
	21 or More Years	66	\$364	\$480	\$594	\$499	\$455	\$440
Honolulu HI	21 or More Years	25	\$250	\$300	\$425	\$346	\$343	\$342
Houston TX	Fewer Than 21 Years	66	\$543	\$675	\$838	\$681	\$616	\$569
	21 or More Years	96	\$412	\$655	\$860	\$673	\$636	\$636
Indianapolis IN	Fewer Than 21 Years	44	\$275	\$360	\$427	\$352	\$341	\$341
	21 or More Years	68	\$360	\$465	\$545	\$440	\$420	\$408
Jackson MS	Fewer Than 21 Years	24	\$255	\$340	\$368	\$314	\$286	\$272
	21 or More Years	24	\$296	\$358	\$454	\$383	\$352	\$345
Jacksonville FL	Fewer Than 21 Years	11	\$240	\$280	\$335	\$286	\$299	\$326
	21 or More Years	16	\$300	\$350	\$450	\$389	\$344	\$366
Kansas City MO	Fewer Than 21 Years	53	\$314	\$353	\$422	\$362	\$358	\$339
	21 or More Years	71	\$390	\$460	\$525	\$450	\$447	\$434
Las Vegas NV	Fewer Than 21 Years	22	\$375	\$407	\$486	\$434	\$371	\$327
	21 or More Years	18	\$225	\$450	\$665	\$449	\$428	\$391
Little Rock AR	21 or More Years	19	\$222	\$245	\$308	\$283	\$287	\$268
Los Angeles CA	Fewer Than 21 Years	232	\$474	\$665	\$920	\$690	\$633	\$593
	21 or More Years	449	\$459	\$688	\$960	\$717	\$694	\$671
Louisville KY	Fewer Than 21 Years	17	\$281	\$309	\$350	\$307	\$307	\$307
	21 or More Years	27	\$250	\$395	\$435	\$352	\$352	\$369
Memphis TN	Fewer Than 21 Years	11	\$273	\$290	\$375	\$307	\$302	\$279
	21 or More Years	27	\$345	\$398	\$425	\$375	\$376	\$353
Miami FL	Fewer Than 21 Years	62	\$299	\$390	\$545	\$425	\$369	\$366
	21 or More Years	133	\$350	\$463	\$631	\$491	\$465	\$449
Milwaukee WI	Fewer Than 21 Years	34	\$273	\$343	\$393	\$372	\$351	\$351
	21 or More Years	59	\$301	\$380	\$509	\$428	\$407	\$423
Minneapolis MN	Fewer Than 21 Years	65	\$338	\$415	\$550	\$431	\$421	\$391
	21 or More Years	93	\$350	\$484	\$678	\$507	\$477	\$457
Nashville TN	Fewer Than 21 Years	38	\$302	\$342	\$422	\$359	\$372	\$354
	21 or More Years	52	\$396	\$435	\$491	\$434	\$417	\$404

© 2016 Thomson Reuters 5019557/11-11

California Rates (January–May 2018)

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,275	260	\$331,500.00
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,225	166.7	\$204,207.50
Partner	Jeffrey B Greenberg	Latham & Watkins LLP	1996	1996	CA	\$1,175	3.3	\$3,877.50
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,175	79.1	\$92,942.50
Partner	Paul D Tanaka	Kirkland & Ellis LLP	2003	2003	CA	\$1,145	1.1	\$1,259.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	22.1	\$24,862.50
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	Robert J Frances	Latham & Watkins LLP	2001	2001	CA	\$1,125	1.7	\$1,912.50
Partner	Dean A. Ziehl	Pachulski Stang Ziehl Young Jones &	1978	1978	CA	\$1,050	73.3	\$76,965.00
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,050	111.4	\$116,970.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$1,025	78.9	\$80,872.50
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$1,025	63.9	\$65,497.50
Partner	Unger Sean	Paul Hastings LLP	2004	2004	CA	\$1,025	103.2	\$105,780.00
Partner	Stefanie I Gitler	Kirkland & Ellis LLP	2009	2009	CA	\$995	225.1	\$223,974.50
Partner	Tate Eric A.	Morrison & Foerster LLP	1995	1995	CA	\$990	0.3	\$297.00
Partner	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$965	542.6	\$523,609.00
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	227.7	\$216,315.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$950	107.7	\$102,315.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Janie F. Schulman	Morrison & Foerster LLP	1987	1987	CA	\$925	0.2	\$185.00
Associate	Jacob Johnston	Kirkland & Ellis LLP	2013	2013	CA	\$905	5	\$4,525.00
Partner	Kenneth H. Brown	Pachulski Stang Ziehl Young Jones &	1981	1977	CA	\$895	5.9	\$5,280.50
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$875	209.7	\$183,487.50
Partner	Knudsen Erik G.	Morrison & Foerster LLP	2007	2007	CA	\$875	269.4	\$235,725.00
Counsel	Adam Lin	Orrick, Herrington & Sutcliffe LLP	2004	2004	CA	\$850	3	\$2,550.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$845	173	\$146,185.00
Associate	Michael Saretsky	Kirkland & Ellis LLP	2015	2015	CA	\$835	237.2	\$198,062.00
Of Counsel	Harry D. Hochman	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$825	69.1	\$57,007.50
Of Counsel	Lloyd W. Aubry	Morrison & Foerster LLP	1975	1975	CA	\$825	1.6	\$1,320.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$825	260.5	\$214,912.50
Of Counsel	Victoria A. Newmark	Pachulski Stang Ziehl Young Jones &	1996	1996	CA	\$825	1.6	\$1,320.00
Of Counsel	Yana S. Johnson	Morrison & Foerster LLP	1999	1999	CA	\$825	3.2	\$2,640.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$810	23.3	\$18,873.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$810	178.8	\$144,828.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$810	8.4	\$6,804.00
Of Counsel	Nardali Ali U.	Morrison & Foerster LLP	2008	2008	CA	\$795	4.4	\$3,498.00
Associate	Ramin Montazeri	Latham & Watkins LLP	2016	2016	CA	\$795	10.9	\$8,665.50
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015	CA	\$780	37.5	\$29,250.00
Of Counsel	Jeffrey L. Kandel	Pachulski Stang Ziehl Young Jones &	1984	1984	CA	\$750	10.7	\$8,025.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$735	88.9	\$65,341.50
Associate	Curtis Kelly M	Proskauer Rose LLP	2016	2016	CA	\$730	39.6	\$28,908.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$725	30.3	\$21,967.50
Associate	Joanna A Gorska	Latham & Watkins LLP	2014	2014	CA	\$725	2.4	\$1,740.00
Counsel	Elissa A. Wagner	Pachulski Stang Ziehl Young Jones &	2001	2001	CA	\$695	5	\$3,475.00
Associate	Benjamin Butterfield	Morrison & Foerster LLP	2014	2014	CA	\$660	883.2	\$582,912.00
Partner	David M. Eaton	Kilpatrick Townsend & Stockton LLP	1996	1996	CA	\$660	5.3	\$3,498.00
Associate	Ankur Sharma	Kirkland & Ellis LLP	2016	2016	CA	\$645	16.4	\$10,578.00
Associate	Maxwell Coll	Kirkland & Ellis LLP	2016	2016	CA	\$630	15	\$9,450.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016	CA	\$595	8.3	\$4,938.50
Associate	Sadeghi Sam	Paul Hastings LLP	2016	2016	CA	\$585	22.9	\$13,396.50
Associate	Jenny Pierce	Kirkland & Ellis LLP	2016	2016	CA	\$555	1.2	\$666.00
Associate	Meg A Webb	Kirkland & Ellis LLP	2017	2017	CA	\$555	1.4	\$777.00

Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$550	88.05	\$48,427.50
Associate	Floyd Amani Solange	Morrison & Foerster LLP	2014	2014	CA	\$540	3.9	\$2,106.00
Associate	Glock Jana	Morrison & Foerster LLP	2015	2015	CA	\$540	22.2	\$11,988.00
Associate	Kerry C. Jones	Morrison & Foerster LLP	2014	2014	CA	\$540	11.5	\$6,210.00
Associate	Roumiantseva Dina	Morrison & Foerster LLP	2014	2014	CA	\$540	5	\$2,700.00
Associate	Scheinok Brittany	Morrison & Foerster LLP	2015	2015	CA	\$485	27.2	\$13,192.00
Associate	Coleman Matthew	Ropes & Gray LLP	2014	2014	CA	\$450	2.5	\$1,125.00
Associate	Tobyn Yael Aaron	Morrison & Foerster LLP	2016	2016	CA	\$435	26.4	\$11,484.00

California Rates (June–December 2018)

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,475	46.4	\$68,440.00
Partner	Eric Reimer	Milbank Tweed Hadley & McCloy LLP	1987	1987	CA	\$1,465	7.9	\$11,573.50
Partner	Gregory A. Bray	Milbank Tweed Hadley & McCloy LLP	1984	1984	CA	\$1,465	234.1	\$342,956.50
Partner	Madden P.C. Rick C	Kirkland & Ellis LLP	1995	1995	CA	\$1,445	31.2	\$45,084.00
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Browning P.C. Marc D	Kirkland & Ellis LLP	1998	1998	CA	\$1,375	4.2	\$5,775.00
Partner	Isaac M Pachulski	Pachulski Stang Ziehl Young Jones &	2014	2014	CA	\$1,295	0.7	\$906.50
Partner	Walker Elizabeth W	Sidley Austin LLP	1984	1984	CA	\$1,250	3.7	\$4,625.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,245	67.4	\$83,913.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,245	191.1	\$237,919.50
Partner	Richard M. Pachulski	Pachulski Stang Ziehl Young Jones &	1979	1979	CA	\$1,245	274.7	\$342,001.50
Partner	Dennis Arnold	Gibson Dunn & Crutcher, LLP	1976	1975	CA	\$1,210	65.2	\$78,892.00
Partner	Cromwell Montgomery	Gibson Dunn & Crutcher, LLP	1997	1997	CA	\$1,205	0.9	\$1,084.50
Partner	Oscar Garza	Gibson Dunn & Crutcher, LLP	1990	1990	CA	\$1,205	116.1	\$139,900.50
Partner	Austin V Schwing	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,155	0.7	\$808.50
Partner	Douglas Michael Fuchs	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$1,155	53.5	\$61,792.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	11.6	\$13,050.00
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,095	63.4	\$69,423.00
Partner	Farshad E. More	Gibson Dunn & Crutcher, LLP	2003	2003	CA	\$1,080	0.8	\$864.00
Partner	Jesse I. Shapiro	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,080	10.9	\$11,772.00
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$1,075	237.9	\$255,742.50
Special	Brian Stern	Milbank Tweed Hadley & McCloy LLP	2003	2003	CA	\$1,065	7.5	\$7,987.50
Special	Haig Maghakian	Milbank Tweed Hadley & McCloy LLP	2002	2002	CA	\$1,065	264.8	\$282,012.00
Partner	Jesse A. Cripps Jr.	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$1,045	16.2	\$16,929.00
Partner	Mehta Anjna	Kirkland & Ellis LLP	2000	2000	CA	\$1,045	10.9	\$11,390.50
Of Counsel	Richard J. Gruber	Pachulski Stang Ziehl Young Jones &	1982	1982	CA	\$1,025	9.1	\$9,327.50
Partner	Samuel Newman	Gibson Dunn & Crutcher, LLP	2001	2001	CA	\$1,010	326.5	\$329,765.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones &	1992	1992	CA	\$995	15.7	\$15,621.50
Associate	Jessica Dombroff	Milbank Tweed Hadley & McCloy LLP	2009	2009	CA	\$995	13.3	\$13,233.50
Partner	Katherine V.A Smith	Gibson Dunn & Crutcher, LLP	2015	2015	CA	\$995	0.6	\$597.00
Partner	Matthew B Dubeck	Gibson Dunn & Crutcher, LLP	2017	2017	CA	\$995	44.1	\$43,879.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$995	123.3	\$122,683.50
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$975	6.5	\$6,337.50
Partner	Jeffrey N. Pomerantz	Pachulski Stang Ziehl Young Jones &	1989	1989	CA	\$975	66.5	\$64,837.50
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	336.5	\$319,675.00
Partner	Henry C. Kevane	Pachulski Stang Ziehl Young Jones &	1986	1986	CA	\$950	4.8	\$4,560.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Stanley E. Goldich	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$925	7	\$6,475.00
Associate	Najeh Baharun	Milbank Tweed Hadley & McCloy LLP	2013	2013	CA	\$910	28.3	\$25,753.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	84.5	\$75,627.50
Partner	Maria Sountas	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$895	23.2	\$20,764.00
Partner	Whitman L. Holt	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	54.7	\$48,956.50
Associate	Allison Balick	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	5.4	\$4,725.00
Associate	Caldon Brendan W	Kirkland & Ellis LLP	2007	2007	CA	\$875	1.5	\$1,312.50
Associate	Daniel B. Denny	Gibson Dunn & Crutcher, LLP	2005	2005	CA	\$875	436.1	\$381,587.50
Associate	Douglas G. Levin	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	205.2	\$179,550.00
Associate	Genevieve G. Weiner	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$875	93.7	\$81,987.50
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones &	1997	1997	CA	\$875	89.6	\$78,400.00
Associate	Melissa Leigh Barshop	Gibson Dunn & Crutcher, LLP	2006	2006	CA	\$875	5	\$4,375.00
Associate	Jonathan Schaeffer	Gibson Dunn & Crutcher, LLP	2016	2016	CA	\$860	1.9	\$1,634.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones &	1995	1995	CA	\$850	74.1	\$62,985.00
Of Counsel	Gurui Julian I	Klee, Tuchin, Bogdanoff & Stern, LLP	2007	2007	CA	\$825	39.3	\$32,422.50

Associate	Ian T. Long	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$820	140	\$114,800.00
Associate	Goldberg Zachary	Milbank Tweed Hadley & McCloy LLP	2016	2016 CA	\$790	162.4	\$128,296.00
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015 CA	\$780	28.2	\$21,996.00
Partner	Jamie L. Edmonson	Venable LLP	1996	1996 CA	\$765	180.3	\$137,929.50
Associate	Tiffany X. Phan	Gibson Dunn & Crutcher, LLP	2013	2013 CA	\$760	8.7	\$6,612.00
Of Counsel	Erin Gray	Pachulski Stang Ziehl Young Jones &	1992	1991 CA	\$750	9.9	\$7,425.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009 CA	\$750	3.9	\$2,925.00
Associate	Chapple Catherine L.	Morrison & Foerster LLP	2012	2012 CA	\$725	4	\$2,900.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$725	195.4	\$141,665.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones &	1980	1980 CA	\$725	18.8	\$13,630.00
Associate	Sarah A. Carnes	Cooley LLP	2014	2014 CA	\$710	146.1	\$103,731.00
Associate	Latta R T	Jones Day	2011	2011 CA	\$700	194.5	\$136,150.00
Associate	Samuel M. Kidder	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$675	88.6	\$59,805.00
Associate	Thomas H Alexander	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$660	23.7	\$15,642.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014 CA	\$625	114.9	\$71,812.50
Associate	Robert J. Smith	Klee, Tuchin, Bogdanoff & Stern, LLP	2016	2016 CA	\$600	35.8	\$21,480.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016 CA	\$595	8.3	\$4,938.50
Associate	Matthew S Coe-Odess	Gibson Dunn & Crutcher, LLP	2016	2016 CA	\$595	16.9	\$10,055.50
Associate	Katherine A Lau	Gibson Dunn & Crutcher, LLP	2017	2017 CA	\$525	97.7	\$51,292.50
Associate	Tran J L	Jones Day	2015	2015 CA	\$525	60.2	\$31,605.00
Associate	Nicholas A. Koffroth	Venable LLP	2012	2012 CA	\$515	94.9	\$48,873.50
Associate	Liu R Q	Jones Day	2015	2015 CA	\$475	34.2	\$16,245.00
Associate	Stuart B W	Jones Day	2013	2013 CA	\$475	208.6	\$99,085.00
Associate	Doyle A M	Jones Day	2017	2017 CA	\$450	6.5	\$2,925.00
Associate	Udenka Honieh	Brown Rudnick LLP	2017	2017 CA	\$375	1	\$375.00

Exhibit D

Rates Charged by Los Angeles Area Law Firms

Ahdoot & Wolfson		
2019 Rates	Years of Experience	Rate
	25	\$850
	29	\$800
	17	\$695
	9	\$475
	5-7	\$450
	1	\$295
	Paralegal	\$125

Arnold Porter LLP		
2015 Rates:	Level	Rates
	Partners	Up to \$1,085
	Associates	Up to \$710
2014 Rates:	Years of Experience	Rates
	49	\$995
	45	\$720
	39	\$655
2013 Rates:	Level	Rates
	Average Partner	\$815
	Highest Partner	\$950

	Lowest Partner	\$670
	Average Associate	\$500
	Highest Associate	\$610
	Lowest Associate	\$345

The Arns Law Firm LLP		
2020 Rates:	Years of Experience	Rates
	1975	\$950
	2010	\$575
	2013	\$525

Bush Gottlieb		
2019 Rates:	Class Year	Rates
Lawyers:	1980	\$900
	1989	\$900
	1974	\$850
	2002	\$725
	2006	\$625
	2013	\$450
	2014	\$425
	2015	\$400
	2016	\$375
Law Clerks/Support Staff:		\$200

Cooley LLP		
2021 Rates:	Years of Experience	Rates
	27 (Partner)	\$1,415
	27 (Special Counsel)	\$1,210
2020 Rates	Years of Experience	Rates
	26 (Partner)	\$1,275
	26 (Special Counsel)	\$1,140
	12 (Associate)	\$1,120
2017 Rates:	Years of Experience	Rates
	22	\$905
2014 Rates:	Years of Experience	Rates
	31	\$1,095
	17	\$770
	9	\$685
2013 Rates:	Years of Experience	Rates
	30	\$1,035
	16	\$710
	8	\$645
Crowell & Moring		
2020 Rate:	Years of Experience	Rate
	27	\$1,090
Law Offices of James DeSimone		
2020 Rate:	Years of Experience	Rate
	33	\$1,000

Duane Morris LLP		
2018 Rates:	Bar Admission Year	Rates
	1973	\$1,005
	2008	\$605
	2011	\$450
	2017	\$355
	Sr. Paralegal	\$395
2016 Rates:	Years of Experience	Rates
	43	\$880
	41	\$880
	26	\$720
	25	\$695
Galipo, Law Offices of		
2019 Rates:	Bar Admission Year	Rates
	1989	\$1,000

Gibson Dunn & Crutcher LLP		
2020 Rates:	Level	Rates
	Senior Partners	\$1,395 – 1,525
	Senior Associate	\$960
	Mid-level Associate	\$740
	Paralegals	\$480
2017 Rates:	Bar Admittance or Law School Graduation	Rates
	1987	\$956
	1987	\$944
	1997	\$960
	2006	\$736
	2008	\$*592/\$696

	2013	\$600
	2015	\$520
	2016	\$472
Non-Attorney		\$216-\$335
2016 Rates	Bar Admittance	Rates
	1987	\$852
	2010	\$540
	2013	\$404
2015 Rates	Years of Experience	Rates
	37	\$1,125
	23	\$955
	3	\$575

Goldstein Borgen Dardarian & Ho		
2020 Rates:	Bar Admission Year	Rates
	1987	\$945
	1992	\$895
	2006	\$750
	2017	\$415
	Senior Paralegal	\$325
	Paralegals	\$265-285
2019 Rates:	Law School Graduation	Rates
	1987	\$925
	2006	\$710
	2008	\$595
	2013	\$475
	2015	\$450

	2017	\$400
	Law Student	\$300
	Sr. Paralegals	\$325
	Paralegals	\$275-\$295

Hadsell, Stormer, Richardson & Renick		
2019 Rates:	Years of Experience	Rates
	46	\$1,150
	17	\$750
	10	\$575
	7	\$500
	6	\$475
2015 Rates:	Years of Experience/Level	Rates
	42	\$1,050
	20	\$750
	26	\$700
	16	\$650
	13	\$600
	5	\$425
	4	\$375
	Law Clerks	\$225
	Paralegals	\$175-250
2012 Rates:	Years of Experience	Rates
	38	\$825
	33	\$775

	22-23	\$625
	17	\$600
	12	\$525
	10	\$425
	4	\$275
	3	\$250

Hagens Berman Sobol Shapiro LLP		
2017 Rates:	Levels	Rates
	Senior Attorney	\$950
	Other Partners	\$578-\$760
	Associates	\$295-\$630

Hausfeld LLP		
2014 Rates:	Years of Experience	Rates
	45	\$985
	37	\$935-895
	15	\$610-510
	14	\$600
	7	\$490
	3	\$370
	Paralegals	\$300-320
	Law Clerks	\$325

Hooper, Lundy & Bookman		
2019 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815
	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440
2018 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570

Jones Day		
2020 Rates:	Years of Experience e	Rates
	1 st	\$413.25
2018 Rates:		
	30+	\$1,025
2016 Rates:	Bar Admission Year	Rates
	2001	\$900

	2004	\$850 (partner)
	2004	\$657.70 (assoc.)
	2014	\$450
2015 Rates:	Bar Admission Year	Rates
	2001	\$875
	2014	\$400

Kaye, McLane, Bednarski & Litt		
2019 Rates:	Graduation Year	Rates
	1969	\$1,200
	1993	\$800
	2008	\$600-\$700
	2006	\$700
	Paralegals	\$125-360
	Law Clerks	\$225
2017 Rates:	Graduation Year	Rates
	1969	\$1,150
	1992	\$750
	1993	\$765
	2008	\$730
	Sr. Paralegal	\$335
	Jr. Paralegal	\$150
	Law Clerk	\$200
2014 Rates:	Years of Experience	Rates

	45	\$975
	28	\$700-775
	26	\$775
	10	\$600
	6	\$500
	Senior Paralegal	\$295
	Other Paralegal	\$175-235
	Law Clerk	\$250

Kirkland & Ellis		
2017 Rates:	Years of Experience	Rates
	20	\$1,165
	9	\$995
	8	\$965
	5	\$845
	4	\$845
	3	\$810
	2	\$555

Latham & Watkins		
2016 Rates:	Average Partner	\$1,185.83
	Highest Partner	\$1,595
	Lowest Partner	\$915
	Average Associate	\$754.62

	Highest Associate	\$1,205
	Lowest Associate	\$395

Lieff Cabraser Heimann & Bernstein, LLP		
2020 Rates:	Law School Grad. Year	Rates
	1972	\$1,075
	1998	\$950
	1993	\$900
	1984	\$850
	2000	\$775
	2001-2002	\$700
	2005	\$650
	2007	\$590
	2008	\$560
	2012	\$480-\$510
	2015	\$440
	2017	\$395
	Law Clerk	\$375-\$395
	Paralegal/Clerk	\$345-390
	Litigation Support/Research	\$345-495
2017 Rates:	Years of Experience	Rates
	11-16	\$510-\$675
	2-6	\$370-\$455
	0-13 (Contract Atty)	\$415
	Paralegals	\$360
2015 Rates:	Year of Bar Admission	Rates
	1972	\$975
	1989	\$850
	2001	\$625

	2006	\$435
	2009	\$435
2014 Rates:	Year of Bar Admission	Rates
	1998	\$825
	2001	\$600
	2006	\$435
	2009	\$415
	2013	\$325
	Paralegal/Clerk	\$305
2013 Rates:	Year of Bar Admission	Rates
	1975	\$925
	1998	\$800
	2001	\$525
	2003	\$490
	2006	\$415
	2009	\$395
	2013	\$320
	Paralegal/Clerk	\$285

Michelman & Robinson LLP		
2018 Rates:	Bar Admission Date	Rates
	Partners	\$995
	Senior Associate	\$580
	Associate	\$480

Milbank, Tweed, Handley & McCloy LLP		
2016 Rates:	Bar Admission Date	Rates
	1983	\$1,025
	1984	\$1,350
	1992	\$1,350
	2002 (Associate)	\$915

Morrison Foerster LLP		
2018 Rates:	Years of Practice	Rates
	40	\$1,050
	22	\$950
	11	\$875
	3	\$550
	Paralegal	\$325
2017 Rates:	Bar Admission Date	Rates
	2007	\$608
	2012	\$575
2016 Rates:	Bar Admission Date	Rates
	1975	\$1,025
	1999	\$975
	1993	\$975
2013 Rates:	Level	Rates
	Average Partner	\$865
	Highest Partner	\$1,195

	Lowest Partner	\$595
	Average Associate	\$525
	Highest Associate	\$725
	Lowest Associate	\$230

Munger, Tolls & Olson		
2021 Rates	Law School Grad. Year	Rate
	1991	\$1,725
	2009	\$995
	2016	\$825
	Paralegal (43 years' experience)	\$365
2020 Rates:		
	1991	\$1,610
	2001	\$950
	2009	\$920
	2016	\$725
	Paralegal (42 years' experience)	\$345
2016 Rates (unless otherwise noted):	Bar Admittance or Law School Graduation	Rates
Partners:	1966	\$1,000 (2015); 1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-885

	1995	\$910
	2002	\$750
Of Counsel:	1976	\$705
Associates:	2009	\$615 (2015); \$660 (2016)
Non-Attorneys Timekeepers:		\$380-90

O'Melveny & Myers		
2019 Rates:	Level	Rate
	Senior Partner	\$1,250
	Partner (1998 Bar Admittee)	\$1,050
	3rd Year Associate	\$640
	2nd Year Associate	\$565
2016 Rates:	Bar Admission Date	Rates
	1985	\$1,175
	2004	\$895
	2005	\$780
	2007	\$775
	2010	\$725
	2011	\$700
	2012	\$655
	2013	\$585
	2014	\$515
	2015	\$435

2013 Rates:	Level	Rates
	Average Partner	\$715
	Highest Partner	\$950
	Lowest Partner	\$615

Orrick Herrington & Sutcliffe		
2014 Rates:	Level	Rates
	Average Partner	\$845
	Highest Partner	\$1,095
	Lowest Partner	\$715
	Average Associate	\$560
	Highest Associate	\$710
	Lowest Associate	\$375

Paul Hastings LLP		
2020 Rates:	Years of Experience	Rates
	25	\$1,425
	7	\$885
	5	\$775
	3	\$645
	Research assistant	\$335
2016 Rates:	Bar Admission Date	Rates
	1973	\$1,175
	1997	\$895
	1990	\$750

2014 Rates:	Level	Rates
	Average Partner	\$815
	Highest Partner	\$900
	Lowest Partner	\$750
	Average Associate	\$540
	Highest Associate	\$755
	Lowest Associate	\$350

Pearson Simon & Warshaw LLP		
2019 Rates:	Years of Experience	Rates
	23-38	\$1,150
	10	\$900
	Of Counsel	\$825
	6	\$500
	4	\$450
	Paralegals	\$225
2018 Rates:	Years of Experience	Rates
	22-37	\$1,050
	9	\$650
	Of Counsel	\$725
	5	\$450
	3	\$400
2017 Rates:	Years of Experience	Rates
	35-36	\$1,035

	8	\$520
	4	\$400
	2	\$350

Proskauer Rose LLP		
2016 Rates:	Bar Admission Date	Rates
	1974	\$1,475
	1983	\$1,025
	1979	\$950
	2007	\$850
	2013	\$495
	2015	\$440-445

Quinn Emanuel Urquhart & Sullivan		
2018 Rates:	Law School Graduation Yr.	Rates
	1980	\$1,135
	2016	\$630
2013 Rates:	Level	Rates
	Average Partner	\$915
	Highest Partner	\$1,075
	Lowest Partner	\$810
	Average Associate	\$410
	Highest Associate	\$675
	Lowest Associate	\$320

Reed Smith LLP		
2020 Rates:	Years of Experience	Rates
	22	\$930
	16	\$780
	14	\$840
	Paralegals	\$250
2014 Rates:	Years of Experience	Rates
	37	\$830
	18	\$695
	15	\$585
	6	\$485
	5	\$435
2013 Rates:	Years of Experience	Rates
	Partners	
	36	\$830
	30	\$805
	17	\$610-615
	14	\$570
	Associates	
	8	\$450-535
	6	\$495

Ropes & Gray		
2016 Rates:	Level	Rates

	Partner	\$880-1,450
	Counsel	\$605-1,425
	Associate	\$460-1050
	Paralegals	\$160-415

Schonbrun, DeSimone, Seplow, Harris & Hoffman		
2019 Rates:	Years of Experience	Rates
	43	\$1,050
2014 Rates:	Years of Experience	Rates
	29	\$750
	24	\$700
2012 Rates:	Years of Experience	Rates
	27	\$695
	22	\$630

Shegarian Law		
2018 Rates:	Years of Experience	Rate
	29	\$1,100
	10	\$675
	6	\$500
Skadden, Arps, Slate, Meagher & Flom		
2013 Rates:	Level	Rates
	Average Partner	\$1,035
	Highest Partner	\$1,150

	Lowest Partner	\$845
	Average Associate	\$620
	Highest Associate	\$845
	Lowest Associate	\$340

Law Office of Carol Sobel		
2020 Rate:	Years of Experience	Rate
	42	\$1,050
2019 Rate:	Years of Experience	Rate
	41	\$1,000
2015 Rates:	Years of Experience	Rate
	37	\$875

Wilson Sonsini Goodrich & Rosati PC		
2017 Rates:	Bar Admission Date	Rates
	2000	\$950

Winston & Strawn		
2019 Rates:	Level	Rates
	Partners:	
		\$1,515
		\$1,245
		\$1,105
		\$1,025

	Associates:	
		\$825
		\$660
		\$615
2018 Rates:	Level	Rates
	Partners:	
		\$1,445
		\$1,185
		\$1,050
		\$820
	Associates:	
		\$765
		\$585
	Paralegals:	\$170-340
	Litigation Support Mgr.	\$275
	Review Attorneys	\$85
2017 Rates:	Level	Rates
	Partners:	
		\$1,365
		\$1,120
		\$990
	Associates:	
		\$760
		\$690

		\$645
		\$520
		\$495
	Paralegals:	\$165-295
2016 Rates:	Level	Rates
	Partners:	
		\$1,290
		\$1,095
		\$965
		\$960
		\$885
	Associates:	
		\$715
		\$615
		\$575
		\$470
	Paralegals:	\$170-280
	Litigation Support Mgr.:	\$250

The Graves Firm
Report of All Hours Worked
Saunders v. DoorDash - Class Action & PAGA

Date	Billor	Activity	Hours
6/11/2020	AG	Phone conference with client regarding [REDACTED] 0.5; Research arbitration issues 1.4; Research public records with regard to potential defendant 2.4.	4.3
6/17/2020	AG	Phone conference with client regarding [REDACTED] 0.6; Research DoorDash treatment of idle time and return trip time for drivers 0.9; Research history of DoorDash arbitration policies and changes to clickwrap process over time 1.4.	2.9
6/30/2020	AG	Phone conference with client regarding [REDACTED] 1.1; Review pleadings and dockets from prior pending litigation against DoorDash 1.3; Draft outline of complaint and initial discovery plan 1.3.	3.7
7/1/2020	AG	Draft class action complaint 3.5; Exchange emails with client regarding [REDACTED] 0.3; Phone conference with client regarding [REDACTED] 0.7; Review client documents 2.2.	6.7
7/1/2020	AG	Draft PAGA complaint 2.9.	2.9
7/1/2020	JT	Draft fee agreement 0.2.	0.2
7/2/2020	JG	Proofread PAGA complaint 1.1; Draft LWDA filing letters 0.3.	1.4
7/2/2020	JG	Proofread class action complaint 0.9.	0.9
7/2/2020	JY	Conduct research regarding arbitration opt out procedures 0.8; Compose email to client regarding [REDACTED] 0.2.	1.0
7/4/2020	AG	Review email from client regarding [REDACTED] 0.1; Phone conference with client regarding [REDACTED] 0.6.	0.7
7/7/2020	JY	Compose email to client regarding [REDACTED] 0.2.	0.2
7/7/2020	AG	Review emails from client regarding [REDACTED] 0.3; Phone conference with client regarding [REDACTED] 0.5.	0.8
7/14/2020	AG	Edit PAGA complaint 0.6.	0.6
7/14/2020	JT	Revise class action complaint 2.3.	2.3
7/16/2020	JY	Draft first set of discovery 3.0; Exchange emails with client regarding [REDACTED] 0.2.	3.2
7/17/2020	JG	Edit LWDA filing letter and proof of service 0.3; Proofread Class Action and PAGA complaint 0.9; Finalize and file PAGA notice and draft complaint with LWDA 0.4.	1.6
7/17/2020	JG	Revise class action complaint and case initiating documents 0.5; Finalize and send complaint and initiating documents to courier for filing 0.4.	0.9
7/17/2020	JT	Finalize complaint for PAGA notice to LWDA 2.2; Review and revise LWDA submission 0.6.	2.8
7/17/2020	JY	Draft first set of discovery 4.6; Follow up with client regarding [REDACTED] 0.2.	4.8

Date	Billor	Activity	Hours
7/21/2020	JY	Draft first set of discovery 1.3; Conduct docket research 1.7.	3.0
7/22/2020	JY	Docket research 5.0; Draft first set of discovery 0.4; Draft notice of deposition of Person Most Knowledgeable 0.8.	6.2
7/23/2020	JG	Calculate and calendar first day to serve discovery, deposition notice, and Defendant's answer deadline 0.5.	0.5
7/29/2020	JG	Proofread Plaintiff's Special Interrogatories, Requests for Production, and Requests for Admission 1.2.	1.2
7/30/2020	AG	Exchange emails with Defendant's counsel regarding request for extension of time to respond to complaint 0.2; Phone conference with client regarding [REDACTED] 0.3.	0.5
7/30/2020	JG	Prepare exhibits to Requests for Admission 0.2; Proofread Notice of Deposition of Person Most Knowledgeable 0.3; Finalize and file Proof of Service of Summons 0.3.	0.8
8/3/2020	AG	Edit application for complex designation 1.0; Edit Discovery Requests 1.4.	2.4
8/3/2020	JG	Update exhibits to Requests for Admission 0.2.	0.2
8/3/2020	JT	Draft application for complex designation 1.1.	1.1
8/4/2020	JG	Proofread revised Special Interrogatories, Requests for Admission, and Requests for Production, Set One 0.7; Prepare Proofs of Service 0.3; Finalize PDFs of Discovery 0.3; Proofread Application for Complex Designation 0.7; Proofread Declaration of Graves in Support of Application for Complex Designation 0.4; Prepare exhibits to Declaration of Graves 0.2.	2.6
8/4/2020	JT	Review and revise discovery, Set One 0.4.	0.4
8/5/2020	JG	Finalize and file electronically Application for Complex Designation and Declaration of Graves 0.5.	0.5
8/6/2020	AG	Review emails from client regarding [REDACTED] 0.2; Review client documents 0.8; Research impact of account deactivation on arbitration issue 2.6.	3.6
8/18/2020	JG	Revise Proofs of Service for Application for Complex Designation 0.2; Finalize and file Application for Complex Designation and Declaration in Support 0.3; Calculate and calendar deadline to file motion to remand 0.1.	0.6
8/19/2020	AG	Review Notice of Removal 0.7; Review Declaration of Aughney in Support of Removal 1.0; Review additional documents regarding removal 0.4; Research amount in controversy issue 1.7; Research home state exception issue 2.2; Draft outline of motion to remand 1.6.	7.6
8/20/2020	AG	Research remand issues 2.3; Exchange emails with defense counsel regarding potential remand 0.3.	2.6
8/20/2020	JG	Review Northern District local rules and standing orders 0.5; Calendar Initial Case Management Conference and related deadlines 0.4.	0.9

Date	Biller	Activity	Hours
8/25/2020	JT	Review Defendant's Motion to Stay Proceedings 0.5.	0.5
8/25/2020	AG	Exchange emails with Defendant regarding possible motion to stay 0.2; Research stay issues 1.1.	1.3
8/26/2020	AG	Draft correspondence to Defendant's counsel regarding motion to stay 0.4.	0.4
8/26/2020	JT	Review Defendant's Motion to Dismiss 0.6.	0.6
8/28/2020	JG	Draft statement regarding consenting to magistrate judge 0.4.	0.4
8/28/2020	AG	Review email from Defendant's counsel regarding Defendant's motion to stay 0.1.	0.1
8/31/2020	JG	Proofread Statement Regarding Consent to Magistrate Judge 0.2; Finalize, file and serve statement electronically 0.2.	0.4
8/31/2020	JT	Draft Consent to Magistrate Judge 0.6.	0.6
8/31/2020	AG	Review and revise Consent to Magistrate Judge 0.2.	0.2
9/2/2020	JT	Draft memorandum concerning cases examining request for preliminary injunction prohibiting misclassification 1.0.	1.0
9/3/2020	AG	Exchange emails with Defendant's counsel regarding stipulation on pleading dates 0.2; Draft Stipulation on Pleading Dates 0.7.	0.9
9/3/2020	JG	Draft and revise Stipulation and Proposed Order to Extend Pleading Deadlines for Defendant's Motion to Stay and Motion to Dismiss 0.5.	0.5
9/4/2020	AG	Exchange emails with Defendant's counsel regarding Stipulation on Pleading Dates 0.2; Review revised Stipulation and Proposed Order 0.3.	0.5
9/4/2020	JG	Create blackline comparisons of Stipulation and Proposed Order to Extend Pleading Deadlines 0.2; Finalize, file, and serve electronically Stipulation and Proposed Order 0.3; Exchange emails with courier regarding chambers copy delivery 0.4.	0.9
9/6/2020	AG	Draft Opposition to Defendant's Motion to Stay 3.9.	3.9
9/7/2020	AG	Edit Opposition to Defendant's Motion to Stay 1.6.	1.6
9/7/2020	JT	Revise Opposition to Defendant's Motion to Stay 4.5.	4.5
9/8/2020	AG	Edit Opposition to Defendant's Motion to Stay 1.5; Edit Declaration of Graves in Support of Opposition 0.3; Draft Amended Complaint 2.2.	4.0
9/8/2020	JG	Proofread Opposition to Motion to Stay 1.8; Prepare Table of Authorities 0.4; Proofread Request for Judicial Notice 0.3; Proofread Declaration of Graves 0.2; Review and update exhibits to Declaration and Request for Judicial Notice 0.5; Finalize, file, and serve electronically Opposition and Supporting Documents 0.3; Prepare chambers copies for mail service 0.1.	3.6
9/8/2020	JT	Draft supporting documents to Opposition to Motion to Stay 1.8; Revise and finalize Opposition for filing 2.4.	4.2
9/9/2020	JT	Revise Amended Class Complaint 0.7.	0.7

Date	Biller	Activity	Hours
9/11/2020	JT	Draft memorandum regarding grounds for removal and preliminary injunction 2.3.	2.3
9/12/2020	JT	Draft memorandum regarding grounds for removal and preliminary injunction 1.7.	1.7
9/13/2020	AG	Draft Memorandum of Points and Authorities in Support of Motion for Remand 6.6.	6.6
9/13/2020	JT	Draft memorandum regarding grounds for removal and preliminary injunction 3.1.	3.1
9/14/2020	AG	Edit amended complaint 1.1; Edit discovery requests 0.3; Draft email to Defendant's counsel regarding remand 0.3.	1.7
9/14/2020	JG	Proofread initial draft of Motion for Remand 1.9; Proofread First Amended Complaint 1.5; Finalize, file and serve First Amended Complaint 0.3; Prepare chambers copy for mailing 0.1.	3.8
9/14/2020	JT	Draft special interrogatories (jurisdictional discovery) 0.8; Revise Amended Class Complaint 0.2.	1.0
9/15/2020	JT	Email correspondence with court clerk regarding order erroneously entered by court 0.3.	0.3
9/16/2020	AG	Edit Motion to Remand 4.2; Edit Declaration of Graves in Support of Remand 0.1.	4.3
9/16/2020	JG	Proofread Declaration of Graves in Support of Remand 0.2; Update exhibits to Declaration 0.1; Begin draft of Request for Judicial Notice in Support of Remand 0.4.	0.7
9/16/2020	JT	Revise Motion for Remand 4.6; Draft Declaration of Allen Graves in support of Motion for Remand 0.3.	4.9
9/17/2020	AG	Review and shepardize multiple cases for Motion to Remand 1.3; Edit Motion to Remand 2.2.	3.5
9/17/2020	JG	Proofread revised draft of Motion for Remand 1.5; Prepare Table of Authorities 0.7; Proofread Request for Judicial Notice 0.3; Revise exhibits to Request for Judicial Notice 0.2; Finalize, file and serve Motion for Remand and supporting documents 0.4; Prepare chambers copies for mailing 0.2.	3.3
9/17/2020	JT	Revise and finalize Motion for Remand 3.5.	3.5
9/18/2020	JG	Proofread Proposed Order Granting Motion for Remand 0.1; Finalize, file and serve electronically Proposed Order 0.2; Email word version to judges' chambers 0.1; Prepare courtesy copy for mailing 0.1.	0.5
9/18/2020	JT	Draft Proposed Order on Remand 0.3.	0.3
9/21/2020	JT	Draft PAGA-only complaint 0.4.	0.4

Date	Billor	Activity	Hours
9/22/2020	AG	Exchange emails with Defendant regarding background check company 0.2; Research background check company and scope of data collected 0.7; Research criteria for domicile with regard to home state exception 1.8; Phone conference with client regarding [REDACTED] 0.3.	3.0
9/23/2020	AG	Review and revise stipulation to extend time for Defendant to respond to First Amended Complaint 0.3; Exchange emails with Defendant regarding stipulation 0.2; Draft email to Defendant regarding addresses for Dashers 0.1; Phone conference with client regarding [REDACTED] 0.4.	1.0
9/24/2020	AG	Edit PAGA complaint 1.1.	1.1
9/24/2020	JG	Proofread PAGA complaint 0.9.	0.9
9/25/2020	AG	Review email from Defendant's counsel regarding production of class member address information 0.1.	0.1
9/25/2020	JG	Prepare Summons and Civil Case Coversheet 0.4; Finalize Complaint, Coversheet, and Summons for filing and send to courier 0.3.	0.7
9/25/2020	JT	Finalize PAGA complaint and case-initiating documents 0.5.	0.5
9/30/2020	AG	Review email from Defendant regarding addresses for Dashers 0.1.	0.1
10/2/2020	JT	Draft Reply on Motion for Remand 2.8.	2.8
10/3/2020	JT	Draft Reply on Motion for Remand 1.6.	1.6
10/5/2020	AG	Edit Reply in Support of Remand 3.2.	3.2
10/5/2020	JT	Draft Reply on Motion for Remand 4.2.	4.2
10/6/2020	JG	Proofread Reply in Support of Preliminary Approval 1.8; Draft Supplemental Declaration of Graves 0.5; Prepare exhibits to Declaration 0.5.	2.8
10/7/2020	AG	Edit Reply in Support of Remand 2.9; Phone conference with client regarding [REDACTED] 0.5.	3.4
10/7/2020	JG	Update exhibits to Supplemental Graves Declaration in Support of Remand 0.3.	0.3
10/7/2020	JT	Review and revise Reply on Motion for Remand 5.3.	5.3
10/8/2020	JG	Proofread revised Reply in Support of Remand 0.8; Prepare table of Authorities 0.4; Proofread revised Supplemental Declaration of Graves 0.2; Edit exhibits to Supplemental Declaration 0.2; Finalize, file, and serve electronically Reply and supporting documents 0.4.	2.0
10/8/2020	JT	Finalize reply on Motion for Remand and supporting documents 2.4; Email correspondence with client regarding [REDACTED] 0.2.	2.6
10/9/2020	JG	Prepare chambers copies of Reply and Declarations in support of Remand and send to courier 0.3; Follow up with courier regarding delivery 0.2.	0.5

Date	Billor	Activity	Hours
10/14/2020	JG	Finalize Proof of Service of Summons and documents to serve and email to courier 0.4.	0.4
10/20/2020	JG	Exchange emails with courier regarding filing of complaint 0.2.	0.2
10/20/2020	JG	Review judge's standing orders and court website for information regarding tentative rulings 0.3.	0.3
10/21/2020	JG	Calls to department clerk regarding tentative ruling 0.1.	0.1
10/22/2020	JG	Calendar jurisdictional discovery deadlines 0.3; Review secretary of state information for Check, Inc. 0.2.	0.5
10/22/2020	AG	Attend hearing on Motion for Remand 0.6; Phone conference with client regarding [REDACTED] 0.4.	1.0
10/22/2020	JT	Attend hearing on Motion for Remand 0.6; Draft Subpoena and attachment to Subpoena to Checkr, Inc. 0.7	1.3
10/23/2020	AG	Edit Special Interrogatories (jurisdictional discovery) 1.3.	1.3
10/23/2020	JG	Finalize and file proof of service of summons 0.2.	0.2
10/26/2020	JG	Draft Proof of Service for Jurisdictional Discovery and Subpoena to Checkr Inc. 0.1; Proofread Special Interrogatories, Set One (jurisdictional) 0.3; Review and revise subpoena to Checkr 0.2; Finalize Special Interrogatories and Subpoena 0.2; Email to Defendants and courier for personal service 0.1.	0.9
10/27/2020	JT	Draft Stipulation and Proposed Order to Continue [26(f)] Conference 0.5.	0.5
10/27/2020	AG	Phone conference with counsel for background check company regarding subpoena 0.2. Exchange emails with Defendant regarding Stipulation to Continue [26(f)] Conference 0.2; Phone conference with client regarding [REDACTED] 0.3.	0.7
10/28/2020	AG	Edit Stipulation to Continue [26(f)] Conference 0.2; Draft email to Defendant's counsel regarding stipulation to continue 0.2.	0.4
10/28/2020	JG	Finalize, file and serve electronically stipulation and proposed order to Continue [26(f)] Conference 0.4.	0.4
11/2/2020	AG	Exchange email with Defendant's counsel regarding request for extension of time to respond to complaint 0.2.	0.2
11/3/2020	AG	Exchange voicemails with counsel for subpoenaed background check company regarding production 0.2.	0.2
11/5/2020	AG	Review email from Defendant regarding discovery and protective order 0.2; Draft email to Defendant regarding protective order 0.2.	0.4
11/6/2020	AG	Review Defendant's Discovery Responses 0.8; Exchange emails with background check company regarding subpoena 0.3.	1.1
11/9/2020	AG	Review data produced by Defendant 1.2; Draft email to counsel for background check company and Defense counsel regarding data issue 0.3.	1.5

Date	Billor	Activity	Hours
11/10/2020	AG	Review Defendant's Discovery Responses and create initial data analysis rubric 1.9; Draft Joint Statement regarding Jurisdictional Discovery 1.1; Exchange email with counsel for background check company regarding subpoena and production 0.3; Research Door Dash data collection on driver signup 1.3; Research additional domicile issues for remand 2.1.	6.7
11/11/2020	AG	Edit joint statement regarding status of jurisdictional discovery 0.6; Draft email to Defendant's counsel regarding Joint Statement 0.1.	0.7
11/11/2020	JG	Proofread Joint Statement regarding Jurisdictional Discovery 0.4.	0.4
11/12/2020	AG	Exchange emails with Defendant's counsel regarding Defendant's refusal to file Joint Statement Regarding Jurisdictional Discovery 0.3; Revise Joint Statement to reflect separate filing as required by Defendant 1.7; Review Defendant's statement regarding jurisdictional discovery 0.4.	2.4
11/12/2020	JG	Proofread Plaintiff's Statement regarding Jurisdictional Discovery 0.3; Prepare exhibits to statement 0.2; Finalize, file, and serve statement 0.2; Prepare chambers copy and transmit to courier 0.2.	0.9
11/13/2020	AG	Exchange email with Defendant's counsel regarding data production 0.2; Review data produced by Defendant 1.2.	1.4
11/16/2020	AG	Review additional production from Defendant 0.9; Design supplemental analysis rubric 1.4.	2.3
11/25/2020	JT	Telephonic meet and confer with opposing counsel regarding Demurrer to Complaint 0.6.	0.6
11/27/2020	JT	Email correspondence with opposing counsel regarding e-service agreement 0.2.	0.2
12/1/2020	JT	Review Defendant's submission regarding status of jurisdictional discovery 0.3.	0.3
12/2/2020	JT	Review Defendant's demurrers and motions to strike 0.3.	0.3
12/14/2020	JY	Research requirements for ADR Certification 0.3; Draft correspondence to client regarding [REDACTED] 0.2.	0.5
12/15/2020	AG	Phone conference with client regarding [REDACTED] 0.5.	0.5
12/15/2020	JT	Draft joint case management conference statement 2.5.	2.5
12/16/2020	AG	Draft outline for Rule [26(f)] statement including complex litigation tools and electronic discovery protocols 1.4; Exchange multiple emails with Defendant regarding Rule [26(f)] conference and stipulation to continue initial status conference 0.4; Review and revise stipulation and order 0.5; Draft email to Defendant's counsel regarding revised stipulation 0.2; Exchange emails with client regarding [REDACTED] 0.2.	2.7

Date	Billor	Activity	Hours
12/23/2020	JY	Review and analyze <i>Marciano</i> documents related to request for preliminary approval and objections previously filed 3.5; Draft Objection to Preliminary Approval 0.5.	4.0
12/24/2020	JY	Review and analyze <i>Marciano</i> documents related to request for preliminary approval and objections previously filed 3.0.	3.0
1/4/2021	AG	Exchange emails with Defendant's counsel regarding joint statement 0.3; Draft Plaintiff's portion of joint statement 2.4.	2.7
1/4/2021	JG	Draft joint letter regarding jurisdictional discovery 0.4.	0.4
1/4/2021	JY	Analyze supplemental filings regarding revised settlement agreement and in support of preliminary approval 3.0; Draft objection 0.5; Review and analyze jurisdictional data 3.0.	6.5
1/4/2021	JG	Proofread joint letter regarding jurisdictional discovery 0.4.	0.4
1/5/2021	AG	Edit joint statement regarding jurisdictional discovery 1.1; Exchange multiple emails with Defendant's counsel regarding joint statement 0.8; Research regarding payment allocation to Class members with heterogeneous claim values including disparate arbitration status 2.4; Research requirements for presentation of maximum potential value of claims in seeking approval 1.1; Research release of unknown claims in class context 0.9; Research use of claims made settlements 0.7; Draft outline of objection to preliminary approval of settlement 1.3.	8.3
1/5/2021	JG	Proofread Plaintiff's statement regarding jurisdictional discovery 0.5; Prepare exhibits to statement 0.1; Review and revise joint letter 0.4; Finalize, file, and serve joint letter regarding jurisdictional discovery 0.3.	1.3
1/5/2021	JY	Review and analyze jurisdictional data 3.0.	3.0
1/6/2021	JT	Draft Opposition to Defendant's Motion to Stay 5.3.	5.3
1/6/2021	JY	Draft Objection to <i>Marciano</i> settlement 0.5.	0.5
1/7/2021	JT	Draft Opposition to Defendant's Motion to Stay 6.5.	6.5
1/7/2021	JY	Draft Objection to <i>Marciano</i> settlement 6.6.	6.6
1/8/2021	JT	Draft First Amended Complaint 0.8.	0.8
1/8/2021	JY	Draft Objection to settlement 1.9; Draft declaration of Saunders in support of objection to <i>Marciano</i> settlement 0.3.	2.2
1/10/2021	AG	Edit opposition to motion to stay 3.9; Edit revised complaint 1.4; Phone conference with client regarding [REDACTED] 0.5.	5.8
1/11/2021	JT	Revise and finalize opposition to motion to stay 2.4.	2.4

Date	Billor	Activity	Hours
1/11/2021	JG	Review rules and deadlines regarding e-filing 0.3; Proofread opposition to motion to stay 1.2; Prepare table of authorities 0.3; Draft declaration of Graves in support of opposition 0.4; Prepare exhibits to declaration of Graves 0.2; Finalize, file, and serve opposition and declaration of Graves 0.4; Proofread first amended PAGA complaint 0.7; Finalize, file, and serve first amended complaint 0.3; Calls and emails with courier regarding courtesy copy of first amended complaint 0.2.	4.0
1/19/2021	JY	Research into settlement administration estimate in <i>Marciano</i> settlement 0.3.	0.3
1/19/2021	AG	Edit Objection to preliminary approval of <i>Marciano</i> settlement 3.8.	3.8
1/20/2021	JY	Conduct legal research and analysis regarding adequacy of sample size for data analysis in damages estimates 3.8.	3.8
1/20/2021	AG	Edit Objection to preliminary approval of <i>Marciano</i> settlement 1.9.	1.9
1/21/2021	JT	Email correspondence with clerk regarding filing status of First Amended Complaint 0.2.	0.2
1/21/2021	AG	Edit objection to <i>Marciano</i> settlement 2.0; Phone conference with client regarding [REDACTED] 0.6; Edit Declaration of client 0.2.	2.8
1/21/2021	JG	Draft and revise Declaration of Saunders in support of objection to <i>Marciano</i> preliminary approval 0.5; Prepare and revise exhibits to declaration of Saunders 0.5; Draft Request for Judicial Notice in support of objection 0.4; Prepare exhibits to Request for Judicial Notice 0.7; Proofread objection to preliminary approval 1.1.	3.2
1/21/2021	JG	Calls and emails to e-filing provider and court regarding status of first amended complaint 0.7; Gather documents and prepare index of documents for hearing on Defendant's motion to stay 0.3.	1.0
1/21/2021	JY	Conduct research on average payment size update in preliminary approval pleadings 1.0; Conduct research regarding complaints and claims related to <i>Marciano</i> settlement 1.0; Conduct legal research regarding allowable unknown claim releases in class actions 1.7; Review client declaration in support of objection 0.4; Conduct legal research regarding standing orders that prohibit future releases 0.4; Draft exhibit to objection to <i>Marciano</i> 2.0; review and revise Objection to <i>Marciano</i> settlement 1.0.	7.5
1/22/2021	AG	Edit Objection to <i>Marciano</i> preliminary approval 2.2; Edit Declaration of Graves in support of objection 0.6; Edit request for judicial notice 0.7.	3.5

Date	Billr	Activity	Hours
1/22/2021	JG	Draft declaration of Graves in support of objection to <i>Marciano</i> preliminary approval 0.3; Review and revise exhibit to Objection 0.2; Calls to <i>Marciano</i> clerk regarding reserving hearing date for petition to intervene 0.3; Continue proofreading objection to preliminary approval 1.4.	2.2
1/22/2021	JY	Draft exhibit to objection to <i>Marciano</i> regarding valuation of claims 3.3; Review and revise Objection to <i>Marciano</i> settlement 2.5; Draft motion to intervene 0.4.	6.2
1/23/2021	JY	Draft chart for exhibit to objection 1.0; Draft motion for intervention 1.8.	2.8
1/24/2021	JY	Draft Motion to Intervene 3.0	3.0
1/25/2021	AG	Edit memorandum of points and authorities in support of petition to intervene in <i>Marciano</i> matter 2.8; Draft email to client regarding [REDACTED] 0.1; Phone conference with client regarding [REDACTED] 0.4.	3.3
1/25/2021	JG	Proofread revised objection to <i>Marciano</i> preliminary approval 0.9; Prepare table of authorities 0.4; Finalize, file, and serve objection and supporting documents 0.7; Calls to <i>Marciano</i> clerk regarding reserving hearing for petition to intervene 0.4.	2.4
1/26/2021	JY	Review and revise Petition for Intervention 2.9; Draft exhibit chart regarding comparison between complaint in intervention and complaint filed 0.5.	3.4
1/26/2021	JG	Review and cite check memorandum in support of petition to intervene 1.1; Proofread complaint in intervention 0.8; Draft declaration of Graves in support of intervention 0.4; Proofread declaration of Saunders in support of intervention 0.2.	2.5
1/26/2021	AG	Draft email to counsel regarding intervention in <i>Marciano</i> 0.2.	0.2
1/27/2021	JT	Telephone conference with court clerk regarding upcoming Case Management Conference and Case Management Conference statement 0.3.	0.3
1/28/2021	AG	Draft email to Defendant's counsel regarding scheduling of hearing on motion to intervene 0.2.	0.2
1/28/2021	JG	Calls to <i>Marciano</i> clerk regarding scheduling hearing on intervention 0.3.	0.3
1/28/2021	JY	Revise chart comparing complaints in exhibit to motion to intervene 0.4; Revise Complaint in Intervention 0.3.	0.7
1/29/2021	JG	Proofread memorandum of points and authorities in support of petition to intervene in <i>Marciano</i> 1.6; Prepare table of authorities 0.3; Call with <i>Marciano</i> clerk regarding scheduling hearing date 0.1; Update declaration of Saunders in support of intervention 0.1.	2.1
1/29/2021	AG	Edit petition to intervene in <i>Marciano</i> 3.8.	0.0
2/1/2021	AG	Edit complaint in intervention 0.8.	0.8

Date	Billor	Activity	Hours
2/1/2021	JG	Call with <i>Marciano</i> clerk regarding reservation for petition to intervene 0.1; Calendar hearing pleading deadlines 0.4; Revise petition to intervene documents 0.6.	1.1
2/2/2021	JG	Finalize, file, and serve petition to intervene and supporting documents 0.9.	0.9
2/3/201	AG	Review email from Defendant regarding demurrer to first amended complaint 0.1.	0.1
2/3/2021	JG	Calculate and calendar briefing deadlines for <i>Marciano</i> petition to intervene 0.2.	0.2
2/4/2021	AG	Draft memorandum of points and authorities in support of ex parte application regarding scheduling of motion to intervene 4.7.	4.7
2/4/2021	JG	File plaintiff's opposition to Saunders' objection to <i>Marciano</i> preliminary approval 0.1; Review local and department rules regarding ex parte applications 0.3; Call to department clerk regarding ex parte procedures 0.1; Proofread ex parte regarding <i>Marciano</i> intervention 1.5; Draft declaration of Graves in support of ex parte 0.4; Prepare exhibits to declaration of Graves 0.3.	2.7
2/4/2021	JT	Revise ex parte application and supporting declaration regarding intervention in <i>Marciano</i> 2.3.	0.0
2/5/2021	AG	Exchange emails with counsel in <i>Marciano</i> matter regarding ex parte 0.4; Phone conference with client regarding [REDACTED] 0.3.	0.7
2/5/2021	JG	File conformed first amended complaint 0.1; Submit complaint to LWDA 0.1; Draft notice of order 0.2; Calendar status conference and joint statement deadline 0.3.	0.7
2/5/2021	JG	Proofread revised ex parte regarding <i>Marciano</i> intervention 0.9; Proofread revised declaration of Graves 0.3; Draft request for judicial notice 0.2; Draft proposed order 0.2; Revise exhibits to declaration of Graves 0.3; Prepare exhibit to request for judicial notice 0.1.	2.0
2/5/2021	JT	Meet and confer call regarding Defendant's anticipated demurrer to First Amended Complaint 0.4; Revise ex parte application regarding intervention in <i>Marciano</i> 3.2; Draft Request for Judicial Notice 0.4; Revise declaration in support of ex parte 0.3; Review order from court setting case management conference 0.2.	1.3
2/6/2021	AG	Edit declaration of Graves in support of ex parte application regarding motion to intervene in <i>Marciano</i> matter 0.4; Edit proposed order granting ex parte application 0.3; Edit request for judicial notice in support of ex parte 0.2.	0.9

Date	Billor	Activity	Hours
2/8/2021	AG	Edit Declaration of Graves in support of ex parte application regarding motion to intervene 0.6; Review documents to be filed 0.3.	0.9
2/8/2021	JG	Finalize and serve notice of order regarding complex designation 0.2.	0.2
2/8/2021	JG	Proofread revised ex parte regarding <i>Marciano</i> intervention 0.6; Prepare table of authorities 0.2; Proofread declaration of Graves in support of ex parte 0.4; Prepare exhibits to declaration of Graves 0.3; Proofread request for judicial notice 0.1; Finalize, file and serve electronically ex parte and supporting documents 0.7.	2.3
2/8/2021	JT	Email correspondence with opposing counsel regarding stipulation to extend time to respond to complaint 0.2; Review stipulation and proposed order 0.2.	0.4
2/10/2021	JG	Exchange emails with File & ServeXpress regarding electronic service list 0.2.	0.2
2/10/2021	AG	Review emails from Defense counsel and department clerk regarding stipulation to extend deadline to respond to first amended complaint 0.2.	0.2
2/10/2021	JG	Exchange emails with <i>Marciano</i> clerk regarding hearing dates 0.1.	0.1
2/16/2021	JG	Set up CourtCall for <i>Marciano</i> preliminary approval hearings 0.2.	0.2
2/17/2021	AG	Review tentative ruling 0.4; Review email from counsel regarding scheduling 0.1.	0.5
2/17/2021	JG	Calendar <i>Marciano</i> preliminary approval hearing and Saunders' petition to intervene 0.2; Calendar conference call with defense counsel 0.1.	0.3
2/17/2021	JT	Review tentative ruling denying preliminary approval (<i>Marciano</i>) 0.2.	0.2
2/18/2021	AG	Prepare for phone conference with defense counsel 0.4; Phone conference with defense counsel regarding remand, demurrer and discovery issues 0.3; Phone conference with client regarding [REDACTED] 0.4.	1.1
2/18/2021	JY	Review court's tentative ruling regarding denial of preliminary approval in <i>Marciano</i> 0.5; Identify and analyze claims referenced in tentative ruling 3.0.	3.0
2/23/2021	AG	Review prior discovery production 1.8; Draft email to Defendant's counsel regarding discovery responses 0.1.	1.9
2/23/2021	JG	Draft notice of submission of complex fees 0.2; Finalize, file and serve notice electronically 0.4.	0.6

Date	Billor	Activity	Hours
2/24/2021	AG	Exchange email with Defendant's counsel regarding discovery issues and potential stipulation regarding responsive pleadings 0.3.	0.3
2/26/2021	JG	Draft Joint Status Conference Statement 0.7.	0.7
3/3/2021	AG	Research procedural issues for status conference statement 0.8; Draft email to Defendant's counsel regarding joint status conference statement 0.1.	0.9
3/3/2021	JG	Create blackline comparison of joint case management statement 0.1.	0.1
3/5/2021	JG	Draft notice of order 0.2.	0.2
3/8/2021	JG	Finalize and serve notice of order setting case management conference 0.3.	0.3
3/10/2021	JT	Email correspondence with opposing counsel regarding demurrers 0.1	0.1
3/11/2021	JT	Call with Defendant's counsel regarding demurrer to First Amended Complaint 0.7.	0.7
3/15/2021	JT	Email correspondence with opposing counsel regarding demurrer 0.2.	0.2
3/17/2021	JT	Email correspondence with opposing counsel regarding e-service agreement 0.2.	0.2
3/19/2021	AG	Phone conference with <i>Marciano</i> plaintiffs' counsel regarding revised settlement 0.2; Phone conference with client regarding [REDACTED] 0.6.	0.8
3/22/2021	AG	Draft case management statement 1.8.	1.8
3/23/2021	JG	Proofread and revise plaintiff's case management statement 0.4; Finalize, file and serve electronically case management statement 0.4.	0.8
3/23/2021	JT	Review and revise case management conference statement 0.2; Research and draft memorandum regarding fee issues 4.4.	4.6
3/25/2021	AG	Phone conference with counsel for other objectors regarding possible resolution 0.4; Research assigned judge with regard to objection 0.8; Phone conference with <i>Marciano</i> plaintiffs' counsel regarding objection issues 0.2.	1.4
3/25/2021	JT	Email correspondence with counsel for objector Cho regarding court's tentative denial of settlement 0.1.	0.1
3/26/2021	JG	Create index of documents produced 1.0.	1.0
3/29/2021	JG	Create index of documents produced 0.6.	0.6
3/29/2021	JY	Draft Reply in support of Intervention 7.7.	7.7
3/30/2021	AG	Edit reply in support of intervention 2.8; Phone conference with plaintiff's counsel regarding potential settlement 0.2; Phone conference with client regarding [REDACTED] 0.4.	3.4
3/30/2021	JY	Analyze timeline of class period changes in <i>Marciano</i> 's multiple proposed settlements and briefings 0.8.	0.8

Date	Billor	Activity	Hours
3/31/2021	AG	Phone conference with counsel in related case regarding potential Settlement 0.2; Exchange multiple emails with counsel in related case regarding potential settlement 0.3.	0.5
3/31/2021	JY	Revise Reply in support of Intervention 2.5; Conduct legal research regarding intervention rights with regard to objections to proposed release 2.0.	4.5
4/1/2021	AG	Edit reply in support of intervention 2.2; Edit request for judicial notice 0.3; Phone conference with Plaintiff's counsel regarding settlement issues 0.3; Exchange email counsel in related case regarding settlement issues 0.3.	3.1
4/1/2021	JG	Proofread and revise reply in support of petition to Intervene in <i>Marciano</i> matter 1.6; Prepare table of authorities 0.4; Draft supplemental request for judicial notice 0.3; Prepare exhibits to supplemental request for judicial notice 0.2; Finalize, file and serve electronically reply and supplemental request for judicial notice 0.4.	2.9
4/4/2021	AG	Exchange multiple emails with counsel in related case regarding settlement 0.3; Review blackline comparisons of multiple revisions to settlement agreement with regard to disputed terms 1.3.	1.6
4/5/2021	AG	Phone conference with Defendant's counsel regarding settlement issues 0.2; Phone conference with client regarding [REDACTED] 0.6; Review settlement documentation 2.8; Exchange emails with other plaintiffs' counsel regarding settlement and review of documentation 0.2.	3.8
4/6/2021	AG	Exchange multiple (more than forty) emails with counsel in related case regarding potential withdrawal of objection to settlement 2.8; Review data provided by counsel in related case with regard to evaluation of settlement and create crosscheck analysis 3.1; Research requirements with regard to documentation of fee sharing and disclosure to clients and court 1.3; Review revised final settlement agreement and black line comparison with prior settlement versions 2.3; Phone conference with client regarding [REDACTED] 0.4.	9.9
4/7/2021	JG	Prepare materials for <i>Marciano</i> hearings 0.3.	0.3
4/7/2021	JT	Draft notice of withdrawal of motion to intervene 0.3.	0.3
4/13/2021	JY	Draft stipulation to stay in PAGA matter 1.1; Draft proposed order granting stay 0.3.	1.4
4/13/2021	JY	Draft stipulation to stay in class action matter 1.2; Draft proposed order granting stay 0.3.	1.5
4/14/2021	AG	Edit stipulation and proposed order to stay 0.4; Draft email to Defendant's counsel regarding stipulation for stay 0.2.	0.6

Date	Billor	Activity	Hours
4/14/2021	JG	Proofread stipulation and proposed order to stay and continue hearings 0.4.	0.4
4/14/2021	JG	Proofread stipulation and proposed order to stay and stipulation and proposed order to continue case management conference 0.6; Call with department clerk regarding stipulations and respective departments 0.1.	0.7
4/14/2021	JY	Review stipulation to stay and proposed order 0.3.	0.3
4/16/2021	AG	Exchange email with co-counsel regarding preliminary approval briefing and fee split agreement 0.3; Review preliminary approval filings 1.6.	1.9
4/16/2021	AG	Exchange emails with Defendant's counsel regarding stipulation to stay proceedings 0.2.	0.2
4/16/2021	JG	Create blackline comparison of Defendant's revisions to stipulation and proposed order to stay 0.1; Finalize, file and serve electronically stipulation and proposed order 0.4.	0.5
4/16/2021	JY	Revise stipulations to stay and proposed orders 0.7.	0.7
4/20/2021	AG	Edit Stipulations and Proposed Order to Stay 0.8; Draft email to Defendant's counsel regarding stipulations 0.1.	0.9
4/20/2021	JG	Draft notice of order 0.2; Finalize and serve notice of order 0.2.	0.4
4/21/2021	AG	Review multiple revised stipulations and proposed orders from Defendant 0.6; Exchange emails with Defendant regarding revised stipulations 0.3.	0.9
4/21/2021	JG	Prepare blackline comparisons of stipulations and proposed orders to stay 0.3; Finalize, file and serve electronically stipulation and proposed order to stay and stipulation and proposed order to continue case management conference 0.6.	0.9
4/22/2021	JG	Draft notice of order 0.2; Finalize and serve notice of order 0.2.	0.4
5/4/2021	AG	Draft email to Defendant's counsel regarding settlement 0.1.	0.1
5/10/2021	AG	Exchange emails with Defendant's counsel regarding count of terminated drivers following opt out from arbitration and potential Settlement 0.4.	0.4
5/11/2021	AG	Exchange email with Defendant's counsel regarding data on account shutdowns following opt out from arbitration 0.3.	0.3
5/12/2021	AG	Phone conference with client regarding [REDACTED]; Review documents from Defendant regarding client's purported individual account 0.3; Draft email to client regarding [REDACTED] 0.2; Review documents from client regarding account suspension 0.3; Draft email to Defendant regarding client's account suspension and potential Settlement 0.3.	1.1
5/20/2021	AG	Draft Status Conference statement 0.8.	0.8
5/20/2021	JG	Calls to clerk regarding stipulation to continue case management conference 0.1; Proofread and revise case management statement 0.7.	0.8

Date	Billor	Activity	Hours
5/20/2021	JT	Revise case management conference statement 0.2.	0.2
5/21/2021	JG	Calls to department regarding stipulation to continue case management conference 0.1; Finalize, file and serve electronically plaintiff's case management statement 0.3.	0.4
5/28/2021	JG	Draft notice of order 0.2; Finalize and serve notice of order 0.2.	0.4
6/4/2021	AG	Review order 0.2; Exchange emails with Defendant's counsel regarding potential settlement 0.3.	0.5
6/4/2021	JY	Draft Declarations in Support of Settlement Approval 0.9.	0.9
6/7/2021	AG	Exchange emails with Defendant regarding settlement 0.3.	0.3
6/7/2021	JG	Review and update declaration of Graves and declaration of Saunders regarding <i>Marko</i> preliminary approval 0.6.	0.6
6/8/2021	AG	Phone call with Defendant's counsel regarding settlement 0.3.	0.3
6/8/2021	JG	Draft stipulation and proposed order to extend stay of proceedings 0.6.	0.6
6/8/2021	JG	Draft stipulation and proposed order to extend stay of proceedings 0.5.	0.5
6/8/2021	JY	Review and revise Stipulations to Extend Stay 0.6.	0.6
6/9/2021	JY	Correspondence with opposing counsel regarding stipulations to continue stay and other hearings and deadlines 0.7.	0.7
6/10/2021	AG	Exchange emails with Defendant's counsel regarding sample methodology for analysis of account terminations of Drivers that opted out of arbitration 0.3.	0.3
6/10/2021	JG	Finalize, file, and serve electronically stipulation and proposed order to extend stay of proceedings in PAGA matter 0.4.	0.4
6/10/2021	JG	Finalize, file, and serve electronically stipulation and proposed order to extend stay of proceedings in class action matter 0.4.	0.4
6/11/2021	JG	Draft notice of order 0.2.	0.2
6/13/2021	AG	Draft email to client regarding [REDACTED] 0.3; Phone conference with client regarding [REDACTED] 0.5.	0.8
6/14/2021	AG	Exchange messages with client regarding [REDACTED] 0.4; Exchange emails with co-counsel regarding declarations 0.2; Revise draft declaration of Allen Graves 0.6; Review email from Defendant regarding opt out statistics 0.1.	1.3
6/14/2021	JG	Docket research regarding <i>Marko v. Doordash</i> 0.7; Finalize and serve notice of order extending stay 0.3; Exchange emails with client regarding [REDACTED] 0.4.	1.4
6/14/2021	JY	Review and analyze filings in <i>Marko</i> 2.1.	2.1
6/15/2021	JG	Finalize and circulate declarations regarding <i>Marko</i> settlement to counsel 0.3.	0.3
6/17/2021	AG	Exchange email with Defendant's counsel regarding settlement 0.2; Exchange email with Defendant's counsel regarding pleading schedule 0.2; Communicate with client regarding [REDACTED] 0.2.	0.6

Date	Billor	Activity	Hours
6/17/2021	JG	Draft notice of order 0.3.	0.3
6/18/2021	JG	Finalize and serve notice of order extending stay 0.3.	0.3
6/18/2021	JG	Calendar call with defense counsel 0.1.	0.1
7/9/2021	AG	Exchange emails with Defendant's counsel and counsel in related case regarding stay issues 0.4; Communicate with client regarding [REDACTED] 0.3.	0.7
7/9/2021	JG	Review case files and emails regarding prior settlement agreement in <i>Marciano v. DoorDash</i> 0.8; Create blackline comparison of revised settlement agreement 0.2; Email to client regarding [REDACTED] 0.1; Prepare materials for <i>Marko</i> preliminary approval hearing 0.3.	1.4
7/12/2021	AG	Prepare for hearing on preliminary approval 0.8; Attend hearing on preliminary approval in <i>Marko v. DoorDash</i> 0.6; Phone conference with Defendant's counsel regarding potential extension of stay and next steps 0.3.	1.7
7/12/2021	JT	Attend hearing on preliminary approval in <i>Marko v. DoorDash</i> 0.6; Phone conference with client regarding [REDACTED] 0.4.	1.0
7/13/2021	AG	Review proposed draft stipulation to extend stay 0.2.	0.2
7/13/2021	AG	Exchange emails with Defendant's counsel regarding proposed stipulations to extend say 0.2; Review proposed draft stipulation 0.2.	0.4
7/13/2021	JG	Proofread notice of ruling regarding <i>Marko</i> preliminary approval 0.1; Prepare proof of service for notice of ruling 0.4; Finalize and serve electronically notice of ruling 0.2; Prepare notices for mail service 0.8.	1.5
7/13/2021	JT	Draft notice of ruling regarding <i>Marko</i> hearing on preliminary approval 0.4.	0.4
7/14/2021	AG	Review draft stipulation and orders regarding stays in PAGA and class action cases 0.5; Exchange emails with Defendant's counsel regarding stipulations 0.3; Further emails to Defendant's counsel regarding stipulation 0.2; Phone conference with Defendant's counsel regarding stipulation 0.1; Phone conference with client regarding [REDACTED] 0.3.	1.4
7/14/2021	JG	Finalize, file and serve electronically stipulation and proposed order to extend stay 0.4.	0.4
7/14/2021	JG	Proofread second amended complaint 0.7; Create blackline comparisons of second amended complaint 0.3; Finalize, file and serve electronically second amended complaint 0.3; Finalize, file and serve electronically stipulation and proposed order to extend stay 0.4.	1.7
7/16/2021	JG	Calls and emails with courier regarding chambers copy of stipulation and order 0.3; Call to department clerk regarding proposed order to extend stay 0.1.	0.4

Date	Biller	Activity	Hours
7/16/2021	JG	Finalize and serve notice of order 0.2.	0.2
7/19/2021	JG	Calls with courier and department clerk regarding proposed order to extend stay 0.2.	0.2
7/22/2021	JG	Draft notice of order 0.1; Finalize and serve notice of order 0.2.	0.3
7/22/2021	JT	Draft case management conference statement 0.3.	0.3
7/23/2021	AG	Exchange emails with Defendant regarding opt-out data 0.2	0.2
7/23/2021	JG	Proofread and revise case management statement 0.3; Finalize, file and serve statement electronically 0.3.	0.6
8/2/2021	AG	Draft email to Defendant regarding additional information on termination of arbitration opt outs 0.2; Phone conference with Defendant regarding data production 0.3.	0.5
8/3/2021	JG	Draft notice of order continuing case management conference 0.2; finalize and serve notice of order 0.1; Recalendar conference and status conference statement deadline 0.2.	0.5
8/8/2021	AG	Exchange multiple emails with Defendant's counsel regarding withdrawal of pending motions pending settlement approval 0.4	0.4
8/9/2021	AG	Exchange emails with Defendant's counsel regarding withdrawal of pending motions 0.3.	0.3
8/13/2021	AG	Draft email to Defendant regarding deadlines pending settlement approval 0.1.	0.1
8/16/2021	AG	Exchange emails with Defendant's counsel regarding stay 0.3.	0.3
8/17/2021	AG	Exchange emails with Defendant's counsel regarding stay 0.2 ; Phone conference with client regarding case [REDACTED] 0.4.	0.6
8/20/2021	AG	Exchange emails with Defendant regarding withdrawal of motion and email to clerk 0.3.	0.3
8/23/2021	AG	Edit Stipulation and Proposed Order to Stay and Continue Deadlines in PAGA matter 0.4.	0.4
8/23/2021	AG	Edit Stipulation and Proposed Order to Stay and Continue Deadlines in class action matter 0.4; Draft email to Defendant's counsel regarding stipulations and proposed orders 0.1.	0.5
8/23/2021	JY	Draft Stipulation and Proposed Order to Stay and Continue Deadlines 1.0.	1.0
8/23/2021	JY	Draft Stipulation and Proposed Order to Stay and Continue Deadlines 0.8.	0.8
8/24/2021	AG	Review emails from defense counsel and department clerk regarding withdrawal of motion to stay 0.2.	0.2
8/25/2021	AG	Exchange emails with Defendant regarding Defendant's demurrer 0.2; Review Defendant's revisions to stipulations and proposed orders to extend stay 0.4.	0.6
8/25/2021	JG	Create blackline comparisons of stipulations and proposed orders to extend stay 0.3.	0.3

Date	Billor	Activity	Hours
8/27/2021	JT	Review notice from court regarding rejection of stipulation to continue deadlines 0.1; Email correspondence with opposing counsel regarding rejection of stipulation to continue deadlines 0.1.	0.2
8/27/2021	AG	Exchange multiple emails with Defendant's counsel regarding timing of responsive pleadings 0.3; Review multiple proposed stipulations and proposed orders 0.5.	0.8
9/1/2021	JT	Telephone conference with opposing counsel regarding case status 0.4; Email correspondence with opposing counsel regarding scheduling of demurrers 0.1.	0.5
9/3/2021	AG	Respond to inquiry from Class Member regarding settlement 0.3; Review email from client regarding [REDACTED] 0.1; Phone conference with client regarding [REDACTED] 0.4.	0.8
9/3/2021	JT	Email correspondence with opposing counsel regarding stipulation to schedule demurrers 0.2.	0.2
9/8/2021	JT	Draft declaration of Saunders in support of final approval of Marko settlement 0.4; Draft declaration of Allen Graves in support of final approval of <i>Marko</i> settlement 1.6.	2.0
9/8/2021	AG	Review order 0.3; Exchange emails with co-counsel regarding fee application 0.2; Edit declaration of client regarding service payment 0.6; Respond to inquiry from Class Member regarding settlement 0.4; Phone conference with client regarding [REDACTED] 0.5.	2.0
9/8/2021	AG	Edit joint status conference statement 0.5; Exchange emails with Defendant's counsel regarding joint status conference statement 0.3; Exchange emails with co-counsel regarding hours and declarations for final approval 0.2.	1.0
9/8/2021	JT	Draft joint case management conference statement 0.5.	0.5
9/9/2021	JT	Email correspondence with opposing counsel regarding joint case management statement 0.4; Finalize statement for filing 0.2.	0.6
9/9/2021	JG	Finalize, file and serve electronically joint case management statement 0.4.	0.4
9/10/2021	AG	Phone conference with client regarding [REDACTED] 0.5.	0.5
9/21/2021	AG	Exchange emails with co-counsel regarding hours and declarations for final approval 0.2; Review documents for final approval declaration 0.8; Edit Declaration of Graves in Support of Final Approval 0.6; Edit Declaration of Saunders 0.3.	1.9
Future	AG	Exchange e-mails with co-counsel regarding potential revisions and coordinated filing 0.7; Communicate with client regarding status 1.0; Prepare for final approval hearing 0.5; Attend final approval hearing 0.5; Oversee disposition of documents and data 2.5; Respond to Class Member inquires 1.0.	6.2

Report of Hours Worked by Biller
Saunders v. DoorDash - Class Action & PAGA

Name	Position	Code	Rate	Total Hours	Total Value
Allen Graves	Attorney	AG	\$ 685	208.8	\$ 143,028.00
Jacqueline Treu	Attorney	JT	\$ 565	88.6	\$ 50,059.00
Jenny Yu	Attorney	JY	\$ 510	98.4	\$ 50,184.00
Justine Gray	Paralegal	JG	\$ 195	93.8	\$ 18,291.00
Total				489.6	\$ 261,562.00

Hours by Biller Type	
Attorney	\$ 243,271.00
Paralegal	\$ 18,291.00
Total	\$ 261,562.00

The Graves Firm, A Professional Corporation
 122 N. Baldwin Ave., Main Floor
 Sierra Madre, CA 91024

Statement of Costs

Dates
Oct 2020 - Present

Saunders v. DoorDash

Case Nos. CGC-20-587051 and CGC-20-585467

Date	Description	Amount	Rate	Total
7/17/2020	USPS - Certified - LWDA Notice			\$6.30
7/17/2020	Court Fee - First Legal - Complaint			\$1,560.41
7/20/2020	Court Fee - Filing Fee - Draft Complaint to LWDA			\$75.00
7/22/2020	Court Fee - First Legal - Serve Complaint			\$144.10
9/4/2020	Court Fee - First Legal - Stipulation			\$75.50
9/25/2020	Court Fee - First Legal - Complaint			\$52.41
10/9/2020	Courier - First Legal - Reply Chambers Copy			\$93.00
10/14/2020	Courier - First Legal - Complaint			\$144.10
10/14/2020	Courier - First Legal - Complaint Chambers Copy			\$40.06
10/20/2020	Courier - First Legal - File Complaint			\$18.00
10/20/2020	Court Fee - Filing Fee - Complaint			\$450.00
10/23/2020	Court Fee - File&ServeXpress - Proof of Service of Summons			\$7.00
10/26/2020	Courier - First Legal - Subpoena			\$172.77
11/13/2020	Courier - First Legal - Statement Chambers Copy			\$86.00
1/11/2021	Court Fee - File&ServeXpress - First Amended Complaint			\$33.60
1/11/2021	Court Fee - File&ServeXpress - Opposition to Motion to Stay			\$34.30
1/11/2021	Courier - First Legal - First Amended Complaint Chambers Copy			\$20.75

Date	Description	Amount	Rate	Total
1/25/2021	Court Fee - File&ServeXpress - Objection to Preliminary Approval			\$43.20
2/2/2021	Court Fee - File&ServeXpress - Petition to Intervene			\$1,504.40
2/8/2021	Court Fee - File&ServeXpress - <i>Ex Parte</i> Application			\$112.80
2/23/2021	Court Fee - File&ServeXpress - Notice Regarding Complex Litigation			\$34.30
3/10/2021	Court Fee - File&ServeXpress - Complex Litigation Fees			\$1,000.00
3/23/2021	Court Fee - File&ServeXpress - Case Management Statement			\$32.60
4/1/2021	Court Fee - File&ServeXpress - Reply on Petition to Intervene			\$37.50
4/2/2021	CourtCall - Remote Appearance A. Graves - Preliminary Approval			\$94.00
4/2/2021	CourtCall - Remote Appearance J. Treu - Preliminary Approval			\$94.00
4/16/2021	Court Fee - File&ServeXpress - Stipulation to Stay			\$54.70
4/21/2021	Court Fee - File&ServeXpress - Stipulation to Stay			\$32.70
4/21/2021	Court Fee - File&ServeXpress - Stipulation to Continue Case Management			\$32.60
5/3/2021	Court Fee - File&ServeXpress - Stipulation			\$20.00
5/21/2021	Court Fee - File&ServeXpress - Case Management Statement			\$32.70
5/28/2021	Court Fee - File&ServeXpress - Proof of Service			\$32.20
6/1/2021	Prints & Photocopies for <i>Saunders v. DoorDash PAGA</i> - May 2021	930	\$0.18	\$167.40
6/1/2021	Photocopies & Prints for <i>Saunders v. DoorDash CA</i> - May 2021	15	\$0.18	\$2.70
6/10/2021	Court Fee - File&ServeXpress - Stipulation to Extend Stay (CA)			\$52.70
6/10/2021	Court Fee - File&ServeXpress - Stipulation to Extend Stay (PAGA)			\$54.70
6/14/2021	Court Fee - Document Fee - <i>Marko</i> Preliminary Approval Documents			\$82.60
7/7/2021	Prints & Photocopies for <i>Saunders v. DoorDash PAGA</i> - June 2021	12	\$0.18	\$2.16
7/7/2021	Photocopies & Prints for <i>Saunders v. DoorDash CA</i> - June 2021	356	\$0.18	\$64.08
7/13/2021	Court Fee - Document Fee - Minute Order Regarding <i>Marko</i> Preliminary Approval			\$3.00

Date	Description	Amount	Rate	Total
7/14/2021	Court Fee - File&ServeXpress - Stipulation to Extend Stay (CA)			\$33.70
7/14/2021	Court Fee - File&ServeXpress - Second Amended Complaint			\$52.70
7/14/2021	Court Fee - File&ServeXpress - Stipulation to Extend Stay (PAGA)			\$54.70
7/16/2021	Courier - First Legal - Stipulation Chambers Copy			\$20.75
7/17/2021	CourtCall - Remote Appearance A. Graves - Preliminary Approval			\$94.00
7/17/2021	CourtCall - Remote Appearance J. Treu - Preliminary Approval			\$94.00
7/23/2021	Court Fee - File&ServeXpress - Case Management Statement			\$32.60
8/1/2021	Prints & Photocopies for <i>Saunders v. DoorDash PAGA</i> - July 2021	263	\$0.18	\$47.34
8/1/2021	Photocopies & Prints for <i>Saunders v. DoorDash CA</i> - July 2021	198	\$0.18	\$35.64
8/3/2021	Court Fee - File&ServeXpress - Proof of Service of Order			\$32.20
8/5/2021	Court Fee - Document Fee - <i>Marko</i> Order Granting Preliminary Approval			\$8.40
8/25/2021	Court Fee - File&ServeXpress - Stipulation to Stay (CA)			\$32.70
8/25/2021	Court Fee - File&ServeXpress - Stipulation to Stay (PAGA)			\$34.70
9/21/2021	Prints & Photocopies for <i>Saunders v. DoorDash PAGA</i> - to September 21, 2021	23	\$0.18	\$4.14
9/21/2021	Prints & Photocopies for <i>Saunders v. DoorDash CA</i> - to September 21, 2021	65	\$0.18	\$11.70
10/13/2021	CourtCall - Remote Appearance A. Graves - Case Management Conference (Projected)			\$94.00
10/13/2021	CourtCall - Remote Appearance J. Treu - Case Management Conference (Projected)			\$94.00
11/30/2021	CourtCall - Remote Appearance A. Graves - <i>Marko</i> Final Approval (Projected)			\$94.00
11/30/2021	CourtCall - Remote Appearance J. Treu - <i>Marko</i> Final Approval (Projected)			\$94.00
			Total	\$7,565.61