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10 ATTORNEYS FOR
Plaintiff Richard MARTIN

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13 **IN THE UNITED STATES DISTRICT COURT**
14 **FOR THE EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

15
16 ROBERT WESTFALL, individually and on
behalf of all others similarly situated;

17
18 Plaintiff,

19 v.

20 BALL METAL BEVERAGE CONTAINER
CORPORATION., a Colorado Corporation,
21 Does 1-20 inclusive.
22
23
24

Case No: 2:16-cv-02632-DAD-CKD
Hon. Dale A. Drozd

DECLARATION OF LEVI LESCHES

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DECLARATION

1 8. I became a member of the State Bar of California in 2015. Since such time, I have
2 been admitted to the Central District of California, the Northern District of California, and the Ninth
3 Circuit Court of Appeals. I have litigated numerous jury trials, bench trials, class actions, appeals
4 and petitions, and arbitrations. I have also litigated numerous plaintiff-side employment cases, and
5 I have obtained significant recoveries for numerous plaintiffs.

6 9. I have acted as counsel in the class action cases of *Doe, John (Newman) vs. Virtu*
7 *Financial Services LLC et al.*, JAMS REF# 122004502 (Overtime/ Meal & Rest/ Pay Stub/ Lab.
8 Code, § 203 violations), where I defeated the defendant’s *Vinole* motion and motion for summary
9 judgment; *Cuellar v. Food Express* (Overtime/ Meal & Rest/ Pay Stub/ Lab. Code, § 203
10 violations); *Paparella v. The Washington Group, LLC*, LASC No. BC594871 (Overtime/ Meal &
11 Rest/ Pay Stub/ Lab. Code, § 203 violations), where I successfully obtained final approval for the
12 class action settlement (\$375,000); *Doe v. University of Southern California*, 2:20-cv-06098, which
13 raised complex class claims challenging an employer practice of compelling mandatory employee
14 arbitration with an allegedly conflicted arbitration provider; *Higgins v. The American Bottling*
15 *Company*, LASC No. 22STCV13127, which was remanded over vigorous opposition in *Higgins v.*
16 *American Bottling Company*, 2022 WL 13811816 (C.D.Cal., 2022), and wherein the Plaintiff
17 recently successfully defeated the defendant’s motion to strike class claims.

18 **B. Summary of the Settlement**

19 10. The named Plaintiffs, Conditionally-Certified Plaintiff-in-Intervention Martin,
20 Objector Bernstein (collectively, “Settling Plaintiffs”) and Defendant Ball Metal Beverage
21 Container Corporation (“BMBCC” or “Defendant”) (collectively, the “Parties”) have entered into
22 a “JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT” (“Settlement
23 Agreement”) resolving the claims of the certified class, as well as the claims of the putative class
24 that have been amended into the May 30, 2024 Second Amended Complaint.

25 11. The Settlement Agreement seeks to fully release and discharge Defendant from the
26 claims brought against it in this case on behalf of 357 current and former non-exempt employees of
27 Defendant as defined in Section 1, ¶¶ 18, 19, and 21 of the Settlement Agreement.

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1 12. In exchange, Defendant will pay the Class the gross settlement amount of **four-**
2 **million five-hundred thousand dollars (\$4,500,000.00).**

3 13. In exchange, Defendant has also implemented certain nonmonetary relief described
4 in ¶ 20 of Section 2 of the Settlement Agreement, which changes in policy and practice reflect no
5 admission of liability or wrongdoing by any Party. Specifically, the Defendant will: (1) continue
6 to de-activate speakers in the Fairfield Plant rest-break area, as previously stipulated between
7 Defendant and Named Plaintiffs Westfall, Ellinger, et al. pursuant to the initial August 5, 2020
8 settlement; and (2) Defendant will provide appropriate training whenever a new hazardous material
9 is introduced to the work area at the Fairfield Plant.

10 14. Plaintiffs have already been certified to represent the Class with respect to claims
11 for: (1) failure to pay wages and/or overtime, California Labor Code §§ 510, 1194 and 1199; (2)
12 failure to provide meal periods, id. §§ 226.7 and 512; (3) failure to allow rest periods, id. § 226.7;
13 (4) wage statement penalties, id. § 226(a); (5) waiting time penalties, id. § 203; (6) unfair
14 competition, Cal. Bus. & Prof. Code § 17200; and (7) civil penalties under the Private Attorneys
15 General Act, Cal. Labor Code § 2698. *See* ECF No. 54 & No. 85.

16 **C. Summary of the Claims to Be Certified for Purposes of Final Approval, and**
17 **Which were Not Previously Certified by Judge Mueller**

18 15. The Settlement Agreement has been further expanded to certify for purposes of
19 settlement, (conditional on the grant of Final Approval and final judgment), the additional claims
20 added in the Second Amendment Complaint. *See* ECF No. 195.

21 16. **Bonus-related regular-rate claims:** The claims added in the Second Amendment
22 Complaint include claims for unpaid overtime predicated on legal theories relating to the interaction
23 between the regular rate and certain bonuses paid by Defendant. *Id.*, ¶ 57.

24 17. The bonus-predicated claims generally raised¹ three issues:

- 25 a. That the tax structuring of Defendant's bonus treated the bonuses as retroactive
26 pay, thereby requiring reissuance of wage statements, ECF No. 157, pp. 16:22–

27 _____
28 ¹ Additional issues were raised with respect to derivative claims: waiting-time penalties, inaccurate pay statements, and contended *Labor Code* § 221 violations.

1 18:9;

2 b. That the bonus cap under the bonus policy invalidated the exemption claimed by
3 Defendant (as Defendant claimed that they calculated the bonus as a straight
4 multiple of earned straight pay and overtime pay), ECF No. 157, pp. 16:22–18:9;

5 c. That under *Weninger v. Gen. Mills Operations LLC*, 344 F. Supp. 3d 1005, 1011
6 (E.D. Wis. 2018), the exemption claimed by Defendant required utilizing a
7 different calculation method. ECF No. 157, pp. 125:2–4.

8 18. All such theories were susceptible of proof common to all members of the Class.
9 After Judge Mueller granted leave to prosecute Objector Discovery, Mr. Blady and I prosecuted
10 extensive discovery relating to the bonus-pay theories. In the course of such discovery, it was my
11 understanding that Defendant produced (under a “Confidential” designation) substantially all
12 bonus-policy documents relating to the bonuses policies pertaining to the Class Members during
13 the Class Period. I personally reviewed those documents, at length. The documents indicated that:

14 a. The bonuses paid to the Class Members were pursuant to Class-wide policy
15 documents, such that if the bonuses were truly paid as retroactive pay, such
16 circumstance would be common to all Class Members;

17 b. The bonus cap was an issue common to all *hourly* Class Members, but not to
18 *salaried* Class Members (if there are any). Nevertheless, under *Olean Wholesale*
19 *Grocery Coop., Inc. v. Bumble Bee Foods LLC*, 31 F.4th 651, 669 (9th Cir.
20 2022), the potential disparity with salaried nonexempt employees does *not*
21 impede certification. Such observation is particularly apt given the low
22 settlement value attributed to such claim, as explained below.

23 c. The two-tiered calculation method implicating *Wenniger* applied to all bonuses
24 paid across the Class Period to all Class Members.

25 19. **HWHFA-based waiting-time penalties; and Premium-Pay-based waiting-time**
26 **penalties:** The claims added in the Second Amendment Complaint include claims contending that
27 Defendant improperly paid sick pay at the straight hourly rate rather than the regular rate. Such
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1 issues were susceptible of proof common to all members of the Class. My review of Martin’s pay
2 statements, as well as the pay data produced in association with mediation, indicated Defendant’s
3 utilization of a uniform practice with respect to the rate utilized for HWHFA pay and mealtime
4 premium pay.

5 20. **Commencement-of-Work Theories:** The claims added in the Second Amendment
6 Complaint include claims contending that employees were required to check into a security gate,
7 and thereafter were required to park, and traverse distances that were more than de minimis, in order
8 to reach locations where the employees could “swipe in” to check in. Such claims were predicated
9 on the physical layout of the Fairfield plant, which necessarily constitutes an issue common to the
10 Class. Based on extensive conversations with Bernstein and Martin, it is further my understanding
11 that the security check-in procedures, and “swipe in” procedures,” were common to all and/or
12 substantially all members of the Class. The data provided by Defendant in association with
13 mediation further corroborated such commonality.

14 21. **Turnover Meetings:** The claims added in the Second Amendment Complaint
15 include claims contending that employees were required to participate in pre-shift turnover
16 meetings, and that such meetings ordinarily occurred off-the-clock. My review of the various
17 policies filed in opposition to the motion for class certification, as well as the policies produced in
18 association with Martin’s individual claims, indicate the *absence* of any particularized policy
19 instructing employees to clock in prior to such meetings (although, to be sure, the policies did
20 prohibit, generically, off-the-clock work). In Martin’s perception, such issues were common to
21 other Class Members, as Martin witnessed other employees engaging in equivalent off-the-clock
22 turnover meetings.

23 22. There was certainly risk that the prosecution of such claims could give rise to
24 oppositional efforts against certification; if, for instance, other employees were to testify that they
25 were scrupulous about swiping in prior to turnover meetings, such individualized testimony could
26 pose challenges to certification. However, it appears unlikely and remote that Defendant’s
27 managerial agents would have given differing instructions to other employees as compared to
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1 Martin and Bernstein, and the natural inference is that the Defendant had a common procedure of
2 engaging in turnover meetings wherein employees were not required to clock in prior to the
3 meeting, and wherein employees regularly participated without clocking in. As stated, the
4 Defendant's policies failed to address the issue.

5 23. **Section 511(b) Theory:** The claims added in the Second Amendment Complaint
6 include claims contending that overtime pay was not correctly paid for employees working more
7 than four consecutive 12-hour shifts. Specifically, Objectors maintain that the structure of section
8 511(b) of the *Labor Code* would appear irrational, absent a legal obligation to pay *all* nonexempt
9 employees (*i.e.*, rather than merely employees that have voted for an alternative workweek)
10 doubletime for hours in excess of eight, with respect to those additional unscheduled days added
11 onto the regular scheduled 12-hour-shift workweek.

12 24. My review of the various policies filed in opposition to the motion for class
13 certification, as well as the policies produced in association with Martin's individual claims, as well
14 as extensive discussion with Martin and Bernstein, demonstrate that such issues were susceptible
15 of proof common to all members of the Class. Defendant's policy provided Defendant utilized,
16 during at least portions of the class period, work schedules consisting of "Four (4) days on/four (4)
17 days off. Twelve (12) hours and includes a one-half (1/2) hour uninterrupted, unpaid lunch break."
18 Such policy was consistent with Martin and Bernstein's experiences.

19 25. Additionally, claims added in the Second Amendment Complaint include allegations
20 relating to workplace-safety statutes and regulations ("Cal-OSHA Claims"), that were alleged by
21 Martin.

22 **D. Summary of Provisions Concerning Counsel's Fees**

23 26. Under the terms of the Settlement Agreement, Defendant will not oppose the Settling
24 Plaintiffs' Attorneys' application for a reasonable award of Plaintiffs' and Objectors' Attorneys'
25 Fees, not to exceed \$1,500,000—one third of \$4,500,000—in an amount of \$1,090,000 to Plaintiffs'
26 Counsel and in an amount of \$410,000 to Martin and Bernstein's attorneys. Settling Plaintiffs'
27 Attorneys' expenses shall not exceed \$45,000, and the settlement administrator payment is \$10,000.
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1 27. The Settling Plaintiffs further seek an incentive award to each named Plaintiff, as
2 well as Martin and Bernstein, in an amount of \$10,000, each, which incentive award is intended in
3 part to compensate the release of certain individual claims by the named Plaintiffs, Martin, and
4 Bernstein. Additionally, the Settlement Agreement contemplates a payment to the LWDA in an
5 amount of \$75,000 as part of the \$100,000 PAGA penalty allocation.

6 28. The Net Settlement Amount will be distributed on a checks-cashed basis (i.e., Class
7 Members are not required to submit claim forms) and is non-reversionary.

8 **E. Factual And Procedural History**

9 29. Plaintiffs filed this action in 2016. After the Plaintiffs obtained Class Certification
10 over the Defendant's opposition, the Plaintiff entered a proposed settlement and Judge Kimberly J.
11 Mueller granted preliminary approval for a class-action settlement in the amount of \$2,450,000.00.
12 ECF No. 104.

13 30. On November 22, 2019, my office submitted a wage-and-hour PAGA notice to the
14 LWDA, and paid the \$75 submission fee. My office further served that PAGA notice on Ball
15 Corporation via certified mail, and thereafter amended to name Defendant Ball Metal Container
16 Corporation, which amendment was served on Defendant via certified mail.

17 31. On November 22, 2019, my office submitted a Cal-OSHA PAGA notice to the
18 LWDA, and paid the \$75 submission fee. My office further served that PAGA notice on Ball
19 Corporation via certified mail, and thereafter amended to name Defendant Ball Metal Container
20 Corporation, which amendment was served on Defendant via certified mail.

21 32. On November 23, 2020, my office filed the case *Martin v. Ball Corporation et al.*,
22 Solano County Case No. FSC055690, alleging various wage-and-hour claims as well as individual
23 wrongful-termination claims.

24 33. The Defendants removed that action to the Eastern District of California. After
25 associating with Mr. Blady, on July 12, 2021, Martin filed an amended complaint, adding PAGA
26 and Class Claims for unpaid overtime, representative PAGA claims arising under the California
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1 Healthy Workplace, Healthy Families Act of 2014 (HWHFA), and adding Cal-OSHA PAGA claims
2 relating to alleged exposures to environmental contaminants.

3 34. On May 25, 2022, I, together with Mr. Blady, filed Objections to Final Approval on
4 behalf of Objectors Martin and Bernstein. ECF No. 122.

5 35. I consulted with Mr. Blady on substantially every significant legal issue relating to
6 the representation of the Objectors. Mr. Blady also acted as lead counsel for Objectors at the
7 August 30, 2023 mediation with Mr. Jeffrey Ross.

8 36. After a response by the Plaintiffs and Defendant herein, Judge Mueller granted
9 leave for Objectors Martin and Bernstein to take discovery regarding the settlement. ECF No. 134.

10 37. In conjunction with Mr. Blady, I prepared numerous interrogatories and request for
11 documents that were served on Plaintiffs' Counsel and Defendant's Counsel. Significant
12 documents were produced in response to those requests, and I also took the deposition of Defendant
13 BMBCC's 30(b)(6) designee regarding various topics related to the Defendant's bonus plan.

14 38. After reviewing the discovery, Mr. Blady and I determined that certain objections to
15 Final Approval were substantiated by the discovery, and Mr. Blady and I vigorously litigated
16 objections to Final Approval. *See generally* ECF Nos. 140–163.

17 39. On January 17, 2023, this Court denied Plaintiffs' motion for final approval
18 of the \$2,450,000.00 settlement. *See* ECF No. 164.

19 40. On March 21, 2023, Objectors, Plaintiffs, and Defendant stipulated that—

20 WHEREAS, on January 17, 2023, this Court denied Plaintiff's Motion
21 for Final Approval of Class Action and PAGA Settlement. This Court
22 also ordered the Parties to meet and confer regarding a further case
23 handling plan, and indicated it would allow the Parties to potentially
24 defer outlining a case handling plan if there was a consensus
25 concerning a further mediation.

26 WHEREAS, the Parties have generally met and conferred concerning
27 mediation and believe a further mediation will likely be productive.
28 The Parties are in the process of exchanging mediator
recommendations, obtaining mediator availability, and conferring
regarding exchange of information in advance of a further mediation.

ECF No. 168.

41. Objectors conditioned participation in mediation on Defendant's provision of
significant documentation, and Objectors extensively negotiated with Defendant regarding the

1 documentation that Objectors required prior to mediation. Defendant thereafter provided Objectors
2 and Plaintiffs with significant documentation in advance of mediation.

3 42. On August 30, 2023, Plaintiffs, Objectors, and Defendant participated in mediation
4 with Mr. Jeffrey Ross from the morning until well into the evening. Mr. Blady served as lead
5 counsel for Objectors at mediation, and I acted as co-counsel for Objectors.

6 43. Mr. Martin and Mr. Bernstein actively participated in the mediation for many hours,
7 and remained on call for the entire mediation.

8 44. Plaintiffs and Objectors negotiated at arms' length, and separately, at the mediation.

9 45. Plaintiffs and Objectors did not sign or enter into any joint-prosecution agreement
10 prior to the mediation.

11 46. Additionally, Plaintiffs and Objectors did not negotiate any agreement regarding
12 fees prior to the Parties' agreement on August 30, 2023, to settle the Class claims for \$4.5 million.
13 As stated, Plaintiffs and Objectors separately reached agreement to that settlement amount, without
14 any direct contact between Plaintiffs and Objectors during the mediation.

15 47. Shortly after the mediation, the Parties collectively commenced working on the
16 Memorandum of Understanding relating to the proposed settlement.

17 48. In late September 2023, Objectors and Plaintiffs reached an agreement, after
18 approximately two weeks of internal negotiations negotiation, regarding the allocation of fees.

19 49. In September 2023, significant differences arose between Martin and Defendant
20 regarding the scope of the releases to provide under the proposed settlement. Ultimately, Martin
21 agreed to expand the scope of claims that he would release in his individual capacity.

22 50. Additionally, significant differences arose between Martin and Defendant regarding
23 the resolution of Martin's PAGA Cal-OSHA claims.

24 51. After extensive negotiations with significant involvement by the mediator, Mr.
25 Ross, Defendant and Objectors ultimately agreed to the structure described below at greater length,
26 providing for nonmonetary relief in the form of policy changes in exchange for the release for
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1 Defendant of only contended “regulatory violations,” “general violations,” and “repeat violations,”
2 as defined in 8 C.C.R. § 334, but not any “serious violation” or “willful violation.”

3 52. After continuous ongoing negotiations throughout September 2023 and October
4 2023, Objectors and Defendant reached resolution of the issue on or about November 17, 2023.

5 53. On December 4, 2023, Defendant circulated a version of the Memorandum of
6 Understanding reflecting the updated agreement. The Parties continued to negotiate the
7 Memorandum of Understanding through December 28, 2023. After numerous redlines and draft
8 versions, the Parties reached a final draft of the Memorandum of Understanding on or about
9 December 28, 2023.

10 54. Due to unresolved points relating to the method for allocating the settlement
11 proceeds between the Class Members, the Memorandum of Understanding only enumerated the
12 factors that would be considered in determining the allocation methodology and left the ultimate
13 allocation determination for future resolution.

14 55. On February 20, 2024, all Parties completed countersigning the Memorandum of
15 Understanding.

16 56. In March 2024, Objectors and Plaintiffs prepared and submitted amended PAGA
17 letters with the LWDA. Objectors served its amendments on Defendant by certified mail.
18 Thereafter, Objectors and Plaintiffs collaborated on revising and redlining the Second Amended
19 Complaint, which the Objectors and Plaintiffs filed on May 30, 2024, after waiting the 65-day
20 waiting period provided for under section 2699.3 of the *Labor Code*. See ECF No. 195.

21 57. In April 2024, the Parties agreed to ILYM as the Settlement Administrator.

22 58. On or about March 27, 2024, Objectors’ Counsel and Plaintiffs’ Counsel
23 participated in an extensive zoom meet and confer regarding the proposed allocation. Objectors’
24 Counsel and Plaintiffs’ Counsel continued to confer regarding the allocation method through April
25 and May 2024, with Objectors and Plaintiffs reaching an agreement on or about June 6, 2024.

1 59. During such negotiations, Plaintiffs circulated an initial version of the Long Form
2 Settlement Agreement during May 2024. On July 15, 2024, Defendant circulated its proposed
3 revisions to the Long Form and Class Notice.

4 60. On August 20, 2024, Objectors circulated to Plaintiff the Objectors' proposed
5 revisions to the Long Form and Class Notice. The August 20, 2024 constituted the initial
6 integration of the other settlement provisions with the allocation method that had been negotiated
7 between Objectors and Plaintiffs between March and May of 2024.

8 61. The Parties continued working through early September 2024 towards reaching a
9 final approved version of the Long Form Settlement Agreement.

10 62. Between September 5, 2024, it became clear that a misunderstanding had arisen as
11 to Defendant's and Objectors' positions with respect to the release of PAGA HWHFA claims.

12 63. Defendant objected to language included by Objectors limiting the scope of the
13 release associated with the PAGA HWHFA claims. Previously, the Martin FAC, and Martin's
14 PAGA notice, had proceeded on the theory—since rejected in *Wood v. Kaiser Found. Hosps.*, 759,
15 305 Cal. Rptr. 3d 112, 123 (2023), *modified* (Mar. 23, 2023)—that the HWHFA authorized
16 utilizing PAGA as a means for litigating representative wrongful-termination claims.

17 64. Accordingly, Martin insisted that the release could not release the HWHFA PAGA
18 claims to the full extent alleged in the Martin FAC, because: (1) such claims had been neither
19 investigated nor compensated; and (2) in Objectors' understanding, under *Wood*, Martin lacked any
20 capacity to represent such claims, and such claims could only be represented by the Attorney
21 General and/or district attorneys, and Martin therefore could not release claims that he lacked
22 capacity to represent.

23 65. Conversely, Defendants objected to the narrowing of the release. Such issues
24 generated significant controversy, which were resolved in late September 2024.

25 66. Between October 8, 2024 and October 24, 2024, the Parties worked on making final
26 changes and revisions to the Long Form Settlement Agreement.

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1 67. On October 28, 2024, Defendant provided the number of anticipated class members
2 as well as the anticipated number of class members with Labor Code section 203 claims. After
3 reviewing the allocation methodology with reference to the anticipated number of participating
4 class members, and updating the class notice and long form agreement with specific definitions of
5 the participating class positions, and to provide information regarding the *Aguirre* lawsuit, the
6 Counsel for all Parties approved the final agreement on January 6, 2025.

7 68. Between January 6, 2025 and January 14, 2025, all Parties signed the Long Form
8 Settlement Agreement.

9 **F. The Settlement Agreement is Fair and Reasonable**

10 69. The Settlement Agreement is an amalgamation of the settlement of what can be
11 characterized generally as: (1) rest-break and meal-break violations for the period between
12 September 6, 2012 (four years prior to the filing of the lawsuit) through the date of operational
13 changes to Defendant's paging system (which occurred in approximately January 2020, but was
14 defined for ease of settlement administration as occurring) on December 31, 2019; (2) *Labor Code*
15 section 203 penalties; (3) de minimis wage-and-hour violations throughout the class period; (4)
16 PAGA claims; (5) Cal-OSHA PAGA claims. Each component is treated separately in the
17 Settlement Agreement.

18 A. Objectors Acted in the Capacity of Objectors During the Mediation

19 70. At the time of the mediation, there was no joint-prosecution agreement. The
20 Plaintiffs and Objectors neither shared mediation briefs, nor caucused at the mediation, nor reached
21 any agreement or understanding, at the time of mediation, as to whether Objector Martin would be
22 conditionally certified. Plaintiffs and Objectors reached no understanding, on or prior to August
23 30, 2023, regarding an allocation of fees.

24 71. Objectors position at the mediation was to communicate the terms of settlement it
25 would deem unreasonable and that would result in renewed objections.

26 72. In staking positions at the mediation, Objectors were mindful that: (1) Plaintiffs had
27 participated in fact discovery, and had plenary access to the factual record, whereas Objectors were
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1 limited to certain discovery relating to the bonus plans and mediation-shared information; (2)
2 Plaintiffs were certified to act in the best interests of the Class; and (3) Plaintiffs, rather than
3 Objectors, were the Counsel charged with trying the case, including fronting expert fees, if
4 settlement efforts failed.

5 73. With respect to settling the claims that Martin “brought to the table”—namely,
6 EVA-bonus-predicated regular-rate claims, § 203 theories, and Cal-OSHA claims—Objectors
7 sought to ensure that those claims, which Martin had investigated, were settled on terms that were
8 fair, reasonable, and adequate.

9 B. The Settlement Represents the Maximum Non-Litigated Recovery

10 74. The August 30, 2023 mediation was Defendant’s third mediation in this action.
11 Opposing Defendant was a very extensive and vigorous Plaintiff’s bench.

12 75. The mediation lasted into the evening, and came to resolution when Objectors
13 formed the conclusion that the proposed terms represented the practical maximum that could be
14 accomplished through a pre-trial-stage settlement.

15 C. The \$2.5 Million Augustus Allocation Represents a Reasonable Non-Litigated
16 Recovery

17 76. The *Augustus* allocation, approximately \$2,500,000 of the gross settlement amount,
18 is sufficiently non-objectionable as a fair, reasonable, and adequate recovery.

19 77. The *Augustus* allocation seeks to compensate the Class Members for “wages and/or
20 overtime pay for the time they spent taking on-duty meal breaks because they were required to
21 monitor the pages during this time.” *Westfall*, 2018 WL 705534, at *4.

22 78. Plaintiffs litigated the claim that employees were obligated to keep an ear out for
23 paging announcements, thereby rendering meal and/or rest breaks as “on duty” and requiring the
24 payment of a meal-premium obligation (in addition to triggering further overtime liability and
25 invalidating meal-period waivers on the days where shifts stretched past 12 hours). *Augustus v.*
26 *ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 270 (2016), *as modified on denial of reh’g* (Mar. 15, 2017)
27 (“ABM’s policy required plaintiffs to keep radios and pagers on, remain vigilant, and respond if
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1 the need arose”); see also *Westfall v. Ball Metal Beverage Container Corp.*, 2018 WL 705534, at
2 *1 (E.D. Cal. Feb. 5, 2018), *on reconsideration*, 2019 WL 202677 (E.D. Cal. Jan. 15, 2019)
3 (“Plaintiffs allege they were required to monitor pages that sounded over an intercom system at
4 defendant's plant at all times while they were working, including during their meal and rest breaks,
5 a practice they say constitutes a failure to provide breaks under California labor law”); *see also*
6 ECF No. 111, p. 11:14–18 (“Plaintiffs’ theory of the case is that Defendant failed to provide breaks
7 by having a paging system . . . and requir[ing] the Class Members to remain vigilant in listening to
8 those pages for instructions”).

9 79. As stated, Plaintiffs and Objectors negotiated at arms’ length at the mediation,
10 including, without limitation, Plaintiffs not sharing their mediation briefs with Objectors, and the
11 Parties not sharing discovery with Objectors.

12 80. Accordingly, the estimates contained below represent the Objectors’ estimate of
13 liability.

14 81. Objectors estimated *Augustus* meal break liabilities predicated on the Benson
15 declaration, reflecting an approximate 145 positions held by Class Members. Estimating 18 shifts
16 per month for Class Members, Objectors estimate that the Class Members worked approximately
17 31,320 shifts a year that would have required at least one rest and one meal break.

18 82. The Class Members’ hourly rate of pay varied from \$26 an hour at the lower end
19 and \$48 an hour on the higher end, with the Class Members’ rate of pay for the majority of
20 employees appearing to be in the range of approximately \$30 to \$37 an hour.

21 83. Because Defendant changed its paging practices in January 2020, *August* liability
22 was assumed to terminate on that date.

23 84. In terms of settlement value, Objectors take no issue with Plaintiffs’ good-faith
24 judgment to settle such claims on the terms described herein. Objectors have no reason to doubt
25 Plaintiffs’ judgment that \$2.5 million constitutes a reasonable compromise of that claim.

1 85. Ultimately, ILYM has communicated that the allocation formula resulted in the
2 allocation of \$1,866,258.08 in *net* proceeds to the paging-practices claim. Accordingly, the *gross*
3 allocation to such claim is in excess of \$2.8 million.

4 86. Reviewing the Defendant's opposition to Plaintiffs' motion for class certification, it
5 appears that the *Augustus* claims may prove difficult for the Class Members to litigate on an
6 individual basis.

7 87. Defendant's opposition to Plaintiffs' motion for class certification might be
8 characterized as arguing that the paging system was not a requirement for the Class Members to
9 listen to, but rather constituted a convenient means for on-shift employees to send an alert (*i.e.*,
10 rather than utilizing direct cellphone calls or the like.)

11 88. Defendant asserted in opposition to certification that if a Class Member was called
12 back from a break, such Class Members were thereafter allowed to restart the break and/or were
13 paid a meal-break premium—for which substantial corroborating evidence supports Defendants'
14 position was provided.

15 89. Accordingly, efforts to litigate such claims on an individual basis would be subject
16 to the risk of failing. Defendant appears to argue that its business inherently required and requires
17 such ability to call employees back from break, and that such ability to recall employees is not
18 inconsistent with *Brinker* or *Augustus*.

19 90. While such positions appear to have constituted an attenuated basis for opposing
20 *class certification*, such positions are suggestive of a substantial substantive defense.

21 91. If a jury were to conclude that the Defendant utilized the paging system solely as a
22 means of convenience, prior to conducting more individualized efforts to contact the sought
23 employee (such as a direct phone call, or sending a messenger to request the employee's return),
24 and that nonresponsive employees were not subject to discipline for ignoring pages while on a
25 break, then the Defendant would likely prevail on such claims.

26 92. Given the absence of evidence in support of the motion for class certification
27 demonstrating a clear policy or clear practice of *disciplining* employees that had ignored a page, it
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1 did not seem altogether clear to Objectors that the Plaintiffs had the necessary evidence to prevail
2 on the claim.

3 93. Moreover, the *Augustus* claim did not appear amenable to individual litigation, and
4 such claims would have likely been inefficient and/or cost-prohibitive to litigate on an individual
5 basis.

6 94. Given an individual plaintiff's potential burden to prove that there was an obligation
7 to "keep an ear out," it could become inefficient and prohibitively burdensome for individual
8 plaintiffs—particularly those that had never been individually disciplined for "missing a page"—to
9 attempt rebutting a contention by Defendant that the pagers existed for the convenience of
10 facilitating callbacks, and to attempt rebutting a defensive contention by Defendant that the
11 prerogative whether to "keep an ear out" lay with the employee and would be respected by
12 Defendant.

13 95. Indeed, given the extensive evidence assembled by Defendant in opposition to the
14 motion for class certification, it is demonstrable that Defendant would likely present such form of
15 opposition to an individual claim.

16 96. Furthermore, in Objectors' view, the *Augustus*-predicated rest-break claims were
17 weaker than the *Augustus*-predicated meal-break claim. The evidence submitted by Defendant in
18 opposition to Plaintiffs' motion for class certification strongly suggests that employees were
19 allowed to leave during rest-breaks and/or restart their rest-breaks. Moreover, the evidence
20 submitted by Plaintiffs in seeking class certification demonstrated that the primary concern
21 stemmed from the paging system in the meal-break room, and Plaintiffs' declarants generally
22 solely addressed meal breaks rather than rest breaks.

23 97. Accordingly, given the practical difficulties that class members were likely to face
24 in attempting to litigate the *Augustus* claim on an individual basis, Objectors took a cautionary
25 approach with respect to pushing back against the proposed \$4.5 million resolution.

26 98. Objectors believe there is substantial basis to defer to the Plaintiffs' approval for a
27 \$2.5 million settlement (under a formula that has yielded the ultimate allocation of slightly-above
28

1 \$2.8 million) to settle the *Augustus* claims. Objectors see no basis for controverting the Plaintiffs’
2 consensus that such resolution was fair, reasonable, and adequate.

3 99. Objectors also note that Defendant denied consent for Plaintiffs to share formal
4 discovery with Objectors. Objectors do not contend that doing so was improper by Defendant.
5 Therefore, with respect to fact-intensive claims, such as the *Augustus* claims, Objectors have
6 deferred to Plaintiffs’ Counsel’s views and positions.

7 100. Additionally, the Class Notice states, with respect to the allocation—

8 The declarations filed with the Court in support of preliminary
9 approval provide an explanation for the allocation, including the
10 explanations as to why different payments are being made for Class
11 Members that have separated during the Class Period; why different
12 payments are being made for the period before December 31, 2019;
13 and why Engineering positions are receiving larger payments for
14 workweeks in the period before December 31, 2019. You can obtain
15 copies of those declarations through a request to Class Counsel or to
16 the Settlement Administrator. Class Counsel can also be contacted for
17 questions you may have regarding such declarations.

18 101. Furthermore, ILYM set up a website containing all relevant information, at
19 <https://www.ilymgroup.com/westfallvballmetalbeverage>. Attached hereto as **Exhibit A** is a true
20 and correct copy of that website as it has appeared since February 6, 2026.

21 102. The website has provided the Class Members significant disclosure of the issues to
22 determine whether they believe, on an individualized basis, that Class participation is within their
23 best interests.

24 103. Moreover, no Class Member has objected to settlement. No Class Member has
25 sought exclusion.

26 D. The Settlement Remedies Concerns Relating to the Allocation Method

27 104. Previously, Plaintiffs sought to allocate the prior proposed settlement differently
28 between Engineering Positions, and non-Engineering Positions, based on the different facts and
circumstances relating to the how the pager-interruptions affected employees in those different
positions.

105. Objectors raised concern that the differential allocation was not workweek sensitive,
thereby risking gross disparity relating to ultimate payouts.

1 106. The present settlement continues to provide a different allocation between the
2 Engineering Positions and non-Engineering Positions, as defined in ¶¶ 18–19 of Section 1 of the
3 Settlement Agreement. Objectors defer to Plaintiffs’ position that such differential allocation was
4 required and warranted by the different facts and circumstances relating to the Engineering
5 Positions and non-Engineering Positions, as defined.

6 107. Given the above-discussed relationship between the merits of the *Augustus* claims,
7 and the issue of whether employees were subject to discipline for ignoring pages, it was
8 appropriate for Objectors—who had not participated in fact discovery—to defer to Plaintiffs’
9 certified representatives on such issues.

10 E. Allocation for Section 203 Claim

11 108. At mediation, Objectors gave settlement value to further additional wage and hour
12 theories.

13 109. Objectors previously opposed the prior settlement on grounds that the prior
14 settlement failed to provide an allocation for the settlement of waiting-time penalties.

15 110. With respect to the waiting-time penalties, Objectors obtained discovery relating the
16 EVA-bonus regular-rate claims (discussed below) had access to their own payroll records.

17 111. Prevailing on a claim for waiting-time penalties requires showing a wage violation
18 that constitutes a violation of “black letter” law. (*See* 6 C.C.R. § 3520 [A "good faith dispute" that
19 any wages are due occurs when an employer presents a defense, based in law or fact which, if
20 successful, would preclude any recover on the part of the employee. The fact that a defense is
21 ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses
22 presented which, under all the circumstances, are unsupported by any evidence, are unreasonable,
23 or are presented in bad faith, will preclude a finding of a "good faith dispute".])

24 112. Objectors considered liability relating to Defendant Ball’s: (1) failure to pay shift-
25 differentials on CHWHFA pay, (which must be paid at the regular rate, *Lab. Code*, § 246(1)); (2)
26 failure to pay shift-differentials on meal-period premiums, (which must also be paid at the regular
27 rate, *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 868 (2021)); (3) failure to pay EVA
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1 percentage-pay on CHWHFA pay (“EVA Eligible Earnings do not include . . . accident and
2 sickness . . . medical leave . . . vacation payback”); (4) failure to pay EVA percentage-pay on
3 *unused* vacation time, *Lab. Code*, § 227.3; and (5) failure to add BBPNCA EVA bonuses to the
4 regular rate prior to calculating “Corporate” EVA bonuses (the “*Weninger* issue”).

5 113. The settlement settles such claims at a 50% litigation discount with respect to the
6 gross allocation for the waiting-time penalties. While the allocation method discusses a 33% net
7 distribution, that net payment is predicated on a 50% gross allocation, as discussed in paragraph
8 27(b) of section 1 of the Settlement Agreement.

9 114. A cautionary \$1,500,000 allocation cap was imposed on the 203 allocation, but that
10 cap was never triggered; accordingly, the 203-claim allocation settles such claim at 50% of the
11 maximum obtainable recovery.

12 115. Participation for all waiting-time allocations is based, for all participating members,
13 on a 360 hour basis. The 203 allocation pays each class member at their last rate of pay for 360
14 hours, equivalent to 12 hours pay for 30 consecutive days. See *Mamika v. Barca*, 68 Cal.App.4th
15 487, 493 (1998) (holding that waiting-time penalties apply for each calendar day, for thirty days).

16 116. The allocation presumes that, under *Mamika*, the 30-consecutive day computation
17 would incorporate pay for 12 hours per day. In the first instance, unpaid lunches could reasonably
18 be excluded from calculating the length of a workday for the purpose of determining waiting-time
19 penalties, which would reduce the waiting-time penalties to 345 hours. The 360-hour estimate is
20 generous in the first instance.

21 117. The settlement discount for waiting-time penalties also accounts for the
22 circumstance that the Settlement Amount is substantially greater than simply providing payment
23 for the exclusive and sole resolution of waiting-time penalties.

24 118. The litigation-risk discount is fair and reasonable. Absent class resolution, the Class
25 Members could risk losing valuable claims. During the seven-year period since the filing of the
26 *Westfall* lawsuit, it appears that Martin, Bernstein, and the *Westfall* plaintiffs are the sole
27 employees that have filed litigation seeking recovery of waiting-time penalties, until the filing of
28

1 the *Aguirre* action in 2024. Moreover, no Class Member has objected to settlement. No Class
2 Member has sought exclusion.

3 119. Given the absence of similar litigation, the Class Members could lose rights if
4 forced to individually litigate their claims, as the absence of other individual suits demonstrates a
5 lack of tendency towards individual prosecution. Additionally, as stated, the *Augustus* claims
6 appear better suited to class prosecution. Additionally, I am familiar that various law firms require
7 a 50% contingency fee for the litigation of individual claims. Additionally, I am familiar that
8 employees encounter difficulties in seeking further employment—and/or harbor the belief that they
9 encounter difficulties in seeking further employment—due to appearing as a plaintiff, in labor
10 litigation, in a “Google” search, which further disincentivizes employees from individually
11 prosecuting wage-and-hour claims.

12 120. Martin first filed his proposed First Amended Complaint in July 2021. It is not
13 clear that, absent resolution, Class Members could recover for waiting-time penalties prior to the
14 statute running for at least some portion of the Class Period.

15 121. Objectors further anticipated that any attempts to amend the pleading in the *Westfall*
16 action would have been vigorously opposed, and that the Defendant would strenuously argue that
17 waiting-time penalties under the *Westfall* FAC needed to remain limited to the issue of *Augustus*-
18 derivate waiting-time penalties. As stated, under 6 C.C.R. § 3520, it would be difficult to obtain a
19 waiting-time-penalty recovery solely predicated on an *Augustus*-derivate theory.

20 122. Accordingly, given the practical difficulties in continuing to litigate the waiting-
21 time penalties on a class basis, and the practical difficulties in separate prosecution of the *Martin*
22 and *Westfall* claims, and the disadvantages that would be faced by Class Members in litigating
23 claims on an individual basis, the proposed litigation discount is fair and reasonable.

24 F. Other Considered Claims

25 123. Martin’s other significant wage-and-hour theory raised in opposition to the prior
26 proposed settlement was Martin’s theory that Defendant needed to include annual performance-
27 based bonuses in calculating the regular rate.

28

1 124. That theory was significantly undercut by the recent published decision of *Lemm v.*
2 *Ecolab*, 87 Cal. App. 5th 159 (2023).

3 125. For Class Members to prevail on Martin’s theory that Defendant needed to include
4 annual performance-based bonuses in calculating the regular rate would require establishing that
5 *Lemm* is distinguishable on account of the bonus-plan in *Lemm* being predicated on *employee*
6 performance (unlike the facts herein, where the bonus plan is predicated on *employer*
7 performance), or that *Lemm* is wrongly decided and that a reasonable estimation of the Supreme
8 Court’s determination of such claim would be favorable to the Class Members.

9 126. Due to the foregoing circumstances, Objectors afforded minimal value to the
10 resolution of the regular-rate claim predicated on the annual performance-based bonuses (“EVA
11 bonuses”).

12 127. Objectors also considered liability under *Ferra v. Loews Hollywood Hotel, LLC*.
13 However, such issues related to marginal payments of 50 cents for scattered violations.

14 128. Objectors also considered liability for sick-pay being paid at straight time rather
15 than the regular rate. However, such issues related to marginal payments of 50 cents for scattered
16 violations.

17 129. Objectors also considered settlement value related to individualized discrepancies
18 and anomalies existing in the pay data provided by Defendant in association with the mediation.

19 130. Objectors also considered liability relating to the process of entering the Fairfield
20 facility. However, minimal value was ascribed to that claim, which estimation was corroborated in
21 the holding of *Huerta v. CSI Elec. Contractors*, 15 Cal. 5th 908, 928, 544 P.3d 1118, 1131 (2024),
22 which largely undercut such theory.

23 131. Objectors also considered settlement value related to Objectors’ own experiences
24 relating to pre-shift “turnover meetings,” which could support potential claims for off-the-clock
25 work. However, in Counsel’s views, such claims would be difficult to certify and would likely be
26 predominated by individualized issues.

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1 132. Objectors also considered settlement value related to Objectors' Counsel's
2 interpretation of section 511(b) as giving nonvoting employees equivalent rights to voting
3 employees. However, given the complete absence of any authority supporting or corroborating
4 that position, minimal value was ascribed to that claim.

5 133. As demonstrated by the foregoing, Objectors considered and investigated any
6 plausible claim supportable on the facts and circumstances of the pay practices utilized with
7 respect to Objectors.

8 134. Objectors had adequate interest in fully and vigorously investigating and
9 prosecuting all viable theories, because Objectors sought full remuneration for all claims.

10 135. Indeed, that was an objective in which Objectors succeeded. The current settlement
11 adds an additional \$2,050,000 in settlement value.

12 136. Given the difficulties of proof associated with such claims, the settlement allocates
13 9% of the settlement—approximately \$400,000—for the settlement of such claims with respect to
14 the approximately 187 Class Members that joined employment after 2020, as disclosed by the
15 Benson Declaration.

16 137. Furthermore, with respect to the approximately 187 Class Members that joined
17 employment after 2020, the approximately 52% separation rate for the overall class suggests that
18 approximately 100 of those Class Members will receive an allocation under the waiting-time-
19 penalty allocation. Accordingly, it is estimated that the approximately 89 Class Members that
20 joined Defendant after January 1, 2020, and have not separated thereafter, are the participants that
21 are anticipated to solely participate in the post-2020 allocation.

22 138. Such estimates have been corroborated by the administration data, which confirms
23 that only eleven (11) Class Members—*i.e.*, three percent—are anticipated to receive payouts of
24 less than \$100.

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1 G. Resolution of PAGA Claim

2 139. The Cal-OSHA PAGA claim alleged that the use of certain aerosolized coatings
3 may have escaped into the ambient air of the workplace that Martin worked in. Martin, however,
4 had never conducted testing regarding such exposures.

5 140. The Cal-OSHA PAGA claim also alleged that Martin had been required to clean
6 spills of “Industrial Coating” without adequate safety equipment.

7 141. The FAC did not allege PAGA penalties relating to the Nineteenth Cause of Action.
8 Rather, the FAC alleged solely injunctive relief, and the opposition to the motion to dismiss
9 acknowledged that, under Ninth Circuit law, Martin lacked standing to seek injunctive relief in the
10 federal forum.

11 142. For Martin to obtain PAGA penalties, Martin would need to succeed in moving to
12 amend; and in establishing relation back.

13 143. Furthermore, Martin would have to prevail in showing that the statute-of-limitations
14 under 6651 of the *Labor Code* would apply to such penalties, which is an issue on which no
15 decisional authority—published or unpublished—appears to exist.

16 144. Relatedly, PAGA penalties are generally never sought under Cal-OSHA, and there
17 is a complete dearth of authority addressing how such penalties might be calculated. Such lack of
18 decisional authority is *additional* to the discretionary nature of PAGA penalties.

19 145. Furthermore, proving unlawful exposures in air-quality ambience generally requires
20 environmental testing over a number of days, which likely would not occur absent a court order.
21 Additionally, such testing would require the outlay of tens of thousands of dollars in costs.

22 146. Furthermore, the *Labor Code* creates *nondiscretionary* duties for the LWDA to
23 investigate information regarding Cal-OSHA violations. Accordingly, to the extent that the
24 settlement of the Cal-OSHA PAGA claims could affect the *private-plaintiff* recovery of PAGA
25 penalties, such concerns are reduced with respect to Cal-OSHA violations, because 75% of
26 recovered penalties go to the LWDA. The LWDA, however, likely completed its mandatory
27 investigation and concluded without imposing any penalties.

28

1 147. Accordingly, for the foregoing reasons, Objectors agreed that nonmonetary relief
2 would adequately redress contended “regulatory violations,” “general violations,” and “repeat
3 violations,” as defined in 8 C.C.R. § 334, but not “serious violation” or “willful violation.”

4 148. Under 8 C.C.R. § 334, a rebuttable presumption of a serious violation arises where
5 there “is a realistic possibility that death or serious physical harm could result from the actual
6 hazard created by the violation.” Accordingly, to the extent that any violation resulted in a
7 “realistic possibility [of] . . . serious physical harm,” such issues are not released.

8 149. Of note, Objectors vigorously opposed any release that would release any form of
9 liability associated with “serious violations”—a category that includes any serious injury—and
10 there were extensive negotiations between Objectors and Defendant due to such refusal to consent
11 to such an overbroad release. (For avoidance of the doubt, it is not contended that serious
12 violations did occur, or that Defendant acted improperly with respect to settlement negotiations.)

13 150. Under 8 C.C.R. § 334, a willful violation occurs where “evidence shows that the
14 employer committed an intentional and knowing” violation. Accordingly, to the extent that any
15 violation was committed intentionally and knowingly, such issues are not released.

16 151. In exchange for the release of claims relating to contended “regulatory violations,”
17 “general violations,” and “repeat violations,” Defendant has agreed to provide appropriate training
18 whenever a new hazardous material is introduced to the work area at the Fairfield Plant.

19 152. Such relief is significant, because 8 C.C.R. § 5194(h) provides that, as part of such
20 training, significant and substantial information must be communicated to the relevant affected
21 employees.

22 153. In essence, the nonmonetary relief that is being stipulated to is reasonably
23 calculated to ensure that employees will be timely provided relevant information relating to
24 workplace environmental exposures prior to being subjected to those exposures. Such relief
25 ensures that employees have the information necessary for addressing their concerns and that
26 employees have access to the means and information for addressing and escalating any concerns
27 that they might have.

28

1 154. Such relief is broad-based and addresses concerns relating to practically all forms of
2 chemical-based environmental exposures, rather than simply the limited chemicals that Martin
3 worked with, and rather than simply the specific issues that Martin encountered.

4 155. Such relief is fair and reasonable in light of the above-described considerations,
5 including the circumstance that such issues are generally handled by the LWDA directly, and the
6 circumstance that only regulatory and/or technical violations are being released, and serious
7 violations and willful violations have been excluded from the scope of any release.

8 156. The relief was part of a carefully crafted compromise that limited the scope of the
9 release, and provided the Class with material workplace protections in exchange for limited
10 releases.

11 157. As a general matter, Counsel reviewed the release to guard against the risk of
12 inadvertent release of un-litigated claims. For instance, a draft document under circulation
13 inadvertently included a reference to a release of “Labor Code § 2802” claims; that error was
14 caught and remedied due to the focused review that was afforded to the scope of the release.

15 **G. OBJECTORS’ COUNSEL’S ATTORNEY FEES ARE FAIR AND REASONABLE**

16 158. I believe the attorney’s fees of \$410,000 for Objectors’ Counsel are fair and
17 reasonable given the circumstances of this case.

18 159. Objectors have added an additional \$2,050,000 in settlement value.

19 160. Accordingly, Objectors’ proposed fees are **less than** benchmark fees for class-
20 action settlements, as Objectors’ fees amount to 20% of the increased settlement value.

21 161. Objectors’ Counsel has spent a significant number of hours investigating,
22 researching, and litigating this matter.

23 162. Of significant note, until the Objections were sustained, Objectors’ Counsel had
24 incurred hundreds of hours of attorney time under significant litigation risk, given the circumstance
25 that the Objectors’ efforts would be eliminated if the Court found the objections unhelpful to the
26 resolution of the proposed prior settlement. The degree of risk incurred by Objectors’ Counsel is a
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1 factor that must be considered with respect to a fee award. *See, e.g., Vizcaino v. Microsoft Corp.*,
2 290 F.3d 1043, 1048 (9th Cir. 2002).

3 163. Moreover, Lesches Law must pay—absent specific disapproval or disallowance by
4 the Court—10% of its fees to Abramson Law Group, APC, the referring firm with whom Lesches
5 Law has a written referral agreement.

6 164. Moreover, Objectors’ Counsel took this matter on contingency. Lesches Law has
7 represented Plaintiff Martin since 2019, and filed suit in 2020. Mr. Blady has been active on the
8 representation of this matter since the filing of the FAC in July 2021.

9 165. Of note, Lesches Law engages in a significant degree of hourly work, and the time
10 dedicated to the prosecution of this case constitutes time that had to be diverted away from paying
11 work.

12 166. I have reviewed the time spent in the prosecution of this matter. My lodestar hours
13 are 464.6 hours, comprising of:

- 14 a. 222.3 hours relating to the filing of pleadings and briefs
- 15 b. 81 hours relating to correspondence
- 16 c. 51.2 hours relating to calls with Martin, Bernstein, Mr. Blady, Plaintiffs’
17 Counsel, and Defendants’ Counsel;
- 18 d. 13.4 hours relating to court time;

19 167. A detailed itemization of time is attached hereto as **Exhibit B**.

20 168. The Laffey Matrix is a pre-fixed formula used by federal courts to determine
21 reasonable hourly rates. *See Rubsenstein, 5 Newberg on Class Actions*, §15:43, p. 148 (5th Ed.
22 2015). *See* <http://www.laffeymatrix.com/see.html>.

23 169. The Matrix for the dates of June 1, 2024, to May 31, 2025, reflects attorneys’ rates
24 with experience commiserate to my years of experience as billing upwards of \$839 per hour.

25 170. My calculations a lodestar amount for my fees would be \$839 x 393 hours =
26 \$389,799.4in total fees for my work on this matter.

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1 171. This means that lodestar multiplier for the agreed upon fee amount represents a
2 *downward* adjustment for fees incurred. The lodestar would equal to \$441 an hour.

3 172. Objectors' costs are \$10,435. True and correct invoices are attached hereto as
4 **Exhibit C.**

5 173. The proposed enhancement awards are also fair and reasonable.

6 174. With respect to Mr. Martin, Mr. Martin's ability to prosecute his individual case has
7 been significantly delayed by his diligent prosecution of objections. Furthermore, Mr. Martin has
8 needed to release certain individual claims—including a bounced-check waiting-time-penalty
9 claim—as a condition of the class settlement. Accordingly, the enhancement award for Mr. Martin
10 represents fair compensation for relinquished rights.

11 175. Furthermore, Mr. Martin actively participated in the prosecution of this matter,
12 including attending the mediation, providing documents, reviewing and signing declarations, and
13 being available to confer with Counsel regarding factual matters and issues.

14 176. Similarly, Mr. Bernstein has needed to release certain individual claims as a
15 condition of the class settlement. Importantly, it appeared that Bernstein had viable claims relating
16 to the facts of his separation, and Mr. Bernstein agreed to release those claims in association with
17 his capacity as a Class Representative. Accordingly, the enhancement award for Mr. Martin
18 represents fair compensation for relinquished rights.

19 177. Furthermore, Mr. Bernstein actively participated in the prosecution of this matter,
20 including attending the mediation, providing documents, reviewing and signing declarations, and
21 being available to confer with Counsel regarding factual matters and issues.

22
23 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that I have read
24 the foregoing declaration and the facts stated in it are true.

25 Dated: March 30, 2026

26 _____
27 Levi Lesches
28

1 171. This means that lodestar multiplier for the agreed upon fee amount represents a
2 *downward* adjustment for fees incurred. The lodestar would equal to \$441 an hour.

3 172. Objectors' costs are \$10,435. True and correct invoices are attached hereto as
4 **Exhibit C.**

5 173. The proposed enhancement awards are also fair and reasonable.


6 174. With respect to Mr. Martin, Mr. Martin's ability to prosecute his individual case has
7 been significantly delayed by his diligent prosecution of objections. Furthermore, Mr. Martin has
8 needed to release certain individual claims—including a bounced-check waiting-time-penalty
9 claim—as a condition of the class settlement. Accordingly, the enhancement award for Mr. Martin
10 represents fair compensation for relinquished rights.

11 175. Furthermore, Mr. Martin actively participated in the prosecution of this matter,
12 including attending the mediation, providing documents, reviewing and signing declarations, and
13 being available to confer with Counsel regarding factual matters and issues.

14 176. Similarly, Mr. Bernstein has needed to release certain individual claims as a
15 condition of the class settlement. Importantly, it appeared that Bernstein had viable claims relating
16 to the facts of his separation, and Mr. Bernstein agreed to release those claims in association with
17 his capacity as a Class Representative. Accordingly, the enhancement award for Mr. Martin
18 represents fair compensation for relinquished rights.

19 177. Furthermore, Mr. Bernstein actively participated in the prosecution of this matter,
20 including attending the mediation, providing documents, reviewing and signing declarations, and
21 being available to confer with Counsel regarding factual matters and issues.

22
23 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that I have read
24 the foregoing declaration and the facts stated in it are true.

25 Dated: March 30, 2026
26  Digitally signed by Levi
Lesches
Date: 2026.03.30
17:28:49 -07'00'

27 Levi Lesches
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EXHIBIT “A”



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A grayscale background image showing a group of people, likely a diverse group of young adults, looking upwards and to the right. The image is slightly blurred and has a dark, muted color palette.

Robert Westfall v. Ball Metal Beverage Container Corporation





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Important Dates

Final Approval Hearing Date: May 4, 2026 at 1:30 p.m.

Important Documents

- [*Ball Metal Statement of Nonobjection*](#)
- [*Blady Declaration in Support*](#)
- [*Del Castillo Declaration in Support*](#)
- [*Eason Declaration in Support*](#)
- [*FRCP 23\(E\)\(3\) Statement*](#)
- [*Lesches Declaration in Support*](#)
- [*Long Form Settlement Agreement*](#)
- [*Notice of Motion for Preliminary Approval*](#)
- [*Order Granting Preliminary Approval*](#)
- [*PAGA Letter - OSIIA*](#)
- [*Amended PAGA Letter*](#)
- [*Points and Authorities in Support*](#)
- [*Second Amended Complaint*](#)
- [*Westfall v. Ball - Final Proposed Class Notice*](#)





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ILYM Group, Inc. has become the go to firm that delivers accountability, cost driven and customer focused service, proven results, reliability and cutting edge technologies.

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EXHIBIT “B”

Detailed time report

Lesches Law

Timeframe	05/27/2019 – 03/29/2026	2 Clients	Martin Individual, Richard Martin
Total	464.60 Hours	2 Projects	Martin Individual, Martin v. Ball Corp.
		Tasks	All tasks
		Team	Everyone

Client	Project	Task	Person	Hours
05/27/2019				1.00
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.00
	Consultation with Client.			
05/30/2019				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Client engagement correspondence.			
06/03/2019				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence regarding intake-related matters.			
06/17/2019				1.50
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.50
	Client Intake Call			
06/19/2019				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email Richard Martin list of documents to assemble.			
06/27/2019				0.20
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review employment-related documents provided by Client.			
07/24/2019				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various correspondence with Client about arranging a copier service for collecting client documents.			
07/25/2019				0.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Further correspondence and phone calls with vendors, and Client, about arranging a copier service for collecting client documents.			
07/26/2019				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various correspondence with vendor, and Client, about arranging a copier service for collecting client documents.			
08/29/2019				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Further correspondence with Client about arranging a copier service for collecting client documents.			
11/21/2019				3.00
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	3.00
	Research of client documents and legal issues and claims for administrative exhaustion.			
11/22/2019				3.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.00
	Research and investigate claims for PAGA exhaustion; draft PAGA letter; submit electronically and hard copy service.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.00
			Total	464.60

Client	Project	Task	Person	Hours
		Legal research regarding Cal-OSHA; identify violations and draft Cal-OSHA PAGA letter.		
06/08/2020				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Martin regarding case status.			
08/23/2020				0.70
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.50
	Legal research regarding wage and hour claims.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Martin regarding case status.			
11/22/2020				5.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	5.00
	Research of claims, and draft and file complaint, case initiation documents, and arrange for Solano County filing.			
11/23/2020				2.40
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.40
	Review and download conformed copies, correspondence with Client regarding the same.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	2.00
	Draft, electronically submit, and serve LWDA amendments.			
06/14/2021				1.60
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	1.60
	Review notice of removal; legal research regarding potential bases for remand.			
06/15/2021				0.40
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Various meet and confer correspondence (inc. 6/16/21) regarding removal.			
06/17/2021				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Aaron M. Cargain, Esq. regarding meet and confer scheduling.			
06/18/2021				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Meet and confer with Aaron M. Cargain, Esq. regarding settlement; and regarding potential settlement.			
06/21/2021				1.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.80
	Phone call with Martin re: settlement position.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence to Aaron M. Cargain, Esq. regarding settlement offer.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Initial review and download of motion to dismiss filed by Defendants.			
06/22/2021				0.10
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review correspondence from Fisher Phillips LLP.			
06/23/2021				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Martin regarding case status.			
06/24/2021				0.10

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding co-counseling on Martin Class Action pleading.			
06/28/2021				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Follow-up correspondence with Aaron M. Cargain, Esq. regarding settlement.			
07/12/2021				7.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	6.30
	Research legal issues relating to bonus claim; research filings in the Westfall action; review personnel file documents; draft and file First Amended Complaint.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails with I. Benjamin Blady, Esq. regarding strategy regarding potential intervention.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
	Phone calls with Richard Martin regarding facts relating to pay practices.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding class allegations.			
07/13/2021				0.70
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with I. Benjamin Blady, Esq. regarding First Amended Complaint class claims, filed July 12, 2021.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Various follow-up phone calls with I. Benjamin Blady, Esq. regarding strategy.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding class FAC.			

Total 464.60

Client	Project	Task	Person	Hours
07/26/2021				0.10
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
Download and review Defendants' Motion to Dismiss the FAC.				
08/02/2021				0.10
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
Review Minute Order.				
08/13/2021				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Review Standing Order; Meet and Confer correspondence with Aaron M. Cargain, Esq. regarding Rule 26(f) conference.				
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
Download and calendar motion to dismiss.				
08/16/2021				0.40
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
Phone call with Aaron M. Cargain, Esq. regarding Rule 26(f) Conference.				
08/30/2021				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Meet and Confer correspondence with Aaron M. Cargain, Esq. regarding Rule 26(f) conference.				
09/05/2021				1.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.80
Commence drafting opposition to motion to dismiss.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
			Total	464.60

Client	Project	Task	Person	Hours
		Phone call with I. Benjamin Blady, Esq. regarding tolling issues.		
09/09/2021				7.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	6.90
	Continue drafting opposition to motion to dismiss.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Various phone calls with I. Benjamin Blady, Esq. regarding opposition to motion to dismiss.			
09/10/2021				2.00
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Various phone calls with I. Benjamin Blady, Esq. regarding opposition to motion to dismiss.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.70
	Continue drafting opposition to motion to dismiss.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.70
	Email correspondence with I. Benjamin Blady, Esq. regarding draft opposition to motion to dismiss; review and incorporate redlines by IBB.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.30
	Finalize opposition; generate TOC and TOA; file to ECF.			
09/13/2021				0.30
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding late-filing declaration.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Aaron M. Cargain, Esq. agreeing to extend reply dates.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
			Total	464.60

Client	Project	Task	Person	Hours
		Correspondence with Martin regarding filing of opposition papers.		
09/14/2021				1.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.10
	Legal research regarding untimely filing; draft and file declaration regarding untimely filing.			
09/19/2021				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Download and review Replies in support of Motion to Dismiss and Motion to Stay; correspondence with I. Benjamin Blady, Esq. regarding the same.			
11/25/2021				0.50
Richard Martin	[11] Martin v. Ball Corp.	Business Development	Levi Lesches	0.50
	Meeting with I. Benjamin Blady, Esq. regarding Martin FAC.			
12/16/2021				17.40
Richard Martin	[11] Martin v. Ball Corp.	Travel	Levi Lesches	17.00
	Travel to Vacaville, CA to meet with Client and discuss cases, collect documents, and relationship structure with Blady firm.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone calls and email correspondence with I. Benjamin Blady, Esq. regarding retainer structure and retainer agreement drafts.			
02/06/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Martin as to whether a Class Notice had been received in the mail.			
03/28/2022				0.40
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.40
	Review Class Notice mailed by Aaron M. Cargain, Esq.			
03/30/2022				0.30

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone calls with I. Benjamin Blady, Esq. regarding class notice and objections.			
04/01/2022				5.30
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone calls with Andre Bernstein regarding objections.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	5.00
	Draft and serve, via certified mail, objections to Class Notice.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding objections to Class Notice.			
04/24/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.20
	Review Westfall docket, and tracking information for Objections.			
04/25/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding status of Westfall.			
05/23/2022				4.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
	Various phone calls with I. Benjamin Blady, Esq. regarding objections to Motion for Final Approval in Westfall.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.60
	Legal research regarding issues raised in objections, and Draft objections to Motion for Final Approval in Westfall.			
05/24/2022				11.00
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	11.00
	Complete drafting objections to motion for final approval; draft supporting declarations of Levi Lesches, Andre Bernstein, and Richard Martin; correspondence and calls with declarants regarding the same (through 3:30 a.m. 3/25).			
05/25/2022				0.90
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding objections.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Meet and Confer correspondence with Aaron M. Cargain, Esq. regarding issues raised in the objections.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding the objections.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.40
	Draft and file notices of related cases.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Richard Martin and Andre Bernstein about objections.			
05/26/2022				0.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review Judge Mueller's Minute Order and email correspondence with I. Benjamin Blady, Esq. regarding the same.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Andre Bernstein and Richard Martin regarding Judge Mueller's minute order.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Meet and Confer correspondence with Plaintiffs' Counsel and Defendant's Counsel.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Follow up Meet and Confer correspondence with Aaron M. Cargain, Esq. regarding phone conference scheduling.			
05/27/2022				1.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Meet and Confer phone call with Aaron M. Cargain, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.60
	Draft IWC Sec. 7(a)(6) Demand; correspondence with Andre Bernstein regarding demand.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding IWC Sec. 7(a)(C) Demand.			
05/30/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding IWC Sec. 7(a)(C) demand.			
06/01/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email service of IWC Sec. 7(a)(C) demand.			
06/10/2022				0.60
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.50
	Download and review response to Objections by Defendant.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with I. Benjamin Blady, Esq. regarding the Defendant's response.			
06/12/2022				3.00
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.00
	Legal research relating to response to objections; research regarding publicly available information relating to Ball EVA plans; commence drafting response.			
06/13/2022				2.40
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with I. Benjamin Blady, Esq. regarding objections.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.00
	Continue drafting response in support of objections.			
06/16/2022				5.30
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	5.30
	Continue research, and drafting of reply in support of objections to Final Approval.			
06/17/2022				7.70
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	7.70
	Complete drafting, and file, reply in support of objections.			
06/20/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding case administration issue.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.10
	Draft proposed communication relating to settlement offer.			
06/21/2022				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Draft email case update to Richard Martin and I. Benjamin Blady, Esq.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Andre Bernstein relating to termination-related issues.			
07/06/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review court order.			
07/12/2022				1.80
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.40
	Review reply filed by Ball Metal; commence research and drafting for response to OSC, and Motion for Rule 11 Sanctions against Defendant.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Various phone calls with I. Benjamin Blady, Esq. regarding Defendant's supplemental response, and whether to seek sanctions against Defendant.			
07/15/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence from I. Benjamin Blady, Esq. regarding proposed discovery.			
08/01/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence regarding remote appearance by Matthew Eason, Esq.			
08/17/2022				0.50
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.30
	Review order granting discovery; correspondence with Martin, Bernstein, and I. Benjamin Blady, Esq. regarding the same.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding issues relating to intervention and strategies for discovery.			
			Total	464.60

Client	Project	Task	Person	Hours
08/18/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
Phone call with I. Benjamin Blady, Esq. regarding discovery to Ball.				
08/19/2022				4.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	4.40
Legal research regarding SOX ICFR documents for purposes of identifying documents sufficient to identify goals and objectives of the SHIP Plans; legal research regarding other lawsuits against Ball; draft and serve Interrogatories and DFPs to Ball.				
08/22/2022				1.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Correspondence with Aaron M. Cargain, Esq., and I. Benjamin Blady, Esq. regarding scheduling a Meet and Confer call.				
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.20
Legal research regarding bonus plans under Code of Federal Regulations.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.10
Phone call with I. Benjamin Blady, Esq. regarding legal issues pertaining to bonus-plan regular-rate calculation.				
08/23/2022				1.30
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.20
Phone call with I. Benjamin Blady, Esq. in preparation for Meet and Confer with Ball; and discussion regarding payroll records.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Provide I. Benjamin Blady, Esq. updated copy of payroll records.				
08/24/2022				1.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
Conference call with Ball's Counsel.				

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.80
	Post-call follow-up calls, (three), with I. Benjamin Blady, Esq. regarding legal theories to focus on, and issues to seek in second-wave discovery.			
08/25/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with I. Benjamin Blady, Esq. regarding case reassignment.			
08/26/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review email correspondence from I. Benjamin Blady, Esq. regarding discovery strategies.			
08/29/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review Ninth Circuit case sent by I. Benjamin Blady, Esq.			
09/01/2022				4.90
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review email correspondence from I. Benjamin Blady, Esq. regarding additional legal issue.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	4.40
	Review file, court order, and payroll records for issues to be sought in discovery; draft interrogatories and DFPs to Ball; draft interrogatories and DFPs to Plaintiffs; email to I. Benjamin Blady, Esq. for review.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone calls with I. Benjamin Blady, Esq. regarding issues to seek in discovery against Plaintiffs.			
09/02/2022				2.50
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with I. Benjamin Blady, Esq. regarding discovery drafts.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.90
	Revise draft discovery pursuant to conversation with I. Benjamin Blady, Esq., complete drafting discovery, serve electronic copy.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.20
	Sign and transmit agreement to be bound (IBB and LL).			
09/04/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.20
	Legal research relating to issues pertaining to Bernstein's individual claims.			
09/06/2022				1.90
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	1.50
	Serve hard copies of written discovery; arrange for service with various couriers and process servers, and update proofs of service.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Plaintiffs and Ball regarding discovery response date.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with I. Benjamin Blady, Esq. regarding intervention.			
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.10
	Research regarding CKD discovery procedures.			
09/07/2022				2.00
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.70
	Review filings from class-certification motion, and opposition thereto, for purposes of preparing 30(b)(6) notice and further objections.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding Crandall report.			

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Aaron M. Cargain, Esq. regarding draft 30(b)(6) categories.			
09/08/2022				1.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails with process servers for payment of service costs and preparation of proofs of service.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails relating to Aaron M. Cargain, Esq. objections to proposed categories, and regarding scheduling of meet and confer.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with I. Benjamin Blady, Esq. regarding deposition notice.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
	Phone call with I. Benjamin Blady, Esq. regarding Ball's response, deposition scheduling, and whether to confer prior to serving deposition notice.			
09/13/2022				0.80
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.30
	Legal research regarding FLSA treatment of bonus plans.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Aaron M. Cargain, Esq. regarding deposition scheduling.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Phone call with I. Benjamin Blady, Esq. regarding bonus plans under the FLSA.			
09/19/2022				3.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Meet and Confer correspondence (various) with Aaron M. Cargain, Esq. regarding deposition scheduling.			

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.40
	Review discovery responses by Ball.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.50
	Review incentive-bonus plan terms and wage implications.			
09/20/2022				2.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.30
	Review research file sent by I. Benjamin Blady, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.90
	Phone calls with I. Benjamin Blady, Esq. regarding his research file and principal cases, and facts learned in discovery.			
09/21/2022				1.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with I. Benjamin Blady, Esq. regarding Wenigar issue.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.00
	Phone call with I. Benjamin Blady, Esq. regarding specifics of incentive bonus plan details, and regular rate implications.			
09/22/2022				1.50
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.30
	Legal research regarding seeking status of Lemm.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.90
	Conference call with Aaron M. Cargain, Esq., Jason Geller, Esq. and John Skousen, Esq. regarding settlement; and depositions.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with I. Benjamin Blady, Esq. regarding Defendant's position regarding settlement.			

Total 464.60

Client	Project	Task	Person	Hours
09/28/2022				2.00
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Meet and Confer correspondence with Aaron M. Cargain, Esq. relating to outstanding issues and deficiencies in discovery responses.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.00
	Complete drafting and serve 30(b)(6) deposition notice.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.30
	Review meet and confer correspondence from Aaron M. Cargain, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.40
	Review additional documents produced by Defendant.			
09/30/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding deposition logistics.			
10/03/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Meet and Confer correspondence with Erin M. Sharg, Esq. regarding discovery-response date.			
10/04/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.20
	Arrange court reporter.			
10/06/2022				1.70
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.60
	Review documents produced by Ball, and Plaintiffs, in preparation for deposition.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding deposition outline.			
10/07/2022				3.00
Richard Martin	[11] Martin v. Ball Corp.	Court Time	Levi Lesches	3.00
	Take deposition of Ball's 30(b)(6) designee.			
10/12/2022				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Review various correspondence with Aaron M. Cargain, Esq. regarding Ball's leave to file a further response.			
10/13/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Meet and Confer correspondence with Aaron M. Cargain, Esq. regarding 30(b)(6) deposition.			
10/19/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Download 30(b)(6) transcript, and circulate copy to I. Benjamin Blady, Esq.			
10/20/2022				8.60
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.00
	Review Bergland deposition.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	7.60
	Legal research regarding treatment of incentive plans under Internal Revenue Code, and facts specific to the SHIP plans, "breakage" issues under the Bergland deposition, and commence drafting further opposition to final approval.			
10/21/2022				3.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.40
			Total	464.60

Client	Project	Task	Person	Hours
		Continue drafting objections in opposition to final approval.		
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.30
		Draft and file declaration regarding late filing.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
		Meet and Confer correspondence with Ball's Counsel regarding seeking extension to file objections.		
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
		Phone call with I. Benjamin Blady, Esq. regarding delayed opposition papers.		
	10/22/2022			3.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.40
		(After conclusion of Shabbat). Continue drafting objections in opposition to final approval; and research issues relating to accommodation relating to delayed filing.		
	10/23/2022			12.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	12.10
		Continue drafting objections to final approval.		
	10/24/2022			1.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
		Email correspondence with Aaron M. Cargain, Esq. regarding briefing schedule.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
		Correspondence with Aaron M. Cargain, Esq. regarding sealing.		
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
		Phone call with I. Benjamin Blady, Esq. regarding sealing issue.		
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.60
			Total	464.60

Client	Project	Task	Person	Hours
	Complete drafting Objections in Opposition to Final Approval.			
10/25/2022				0.40
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review opposition to declaration filed by Ball.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails with Courtroom Assistant, and opposing counsel, to schedule IDC with Judge Delaney.			
10/26/2022				1.40
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.50
	Phone calls with I. Benjamin Blady, Esq. regarding sealing issues.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.70
	Draft Plaintiff's IDC position; and correspondence with Plaintiffs' Counsel, and Ball's Counsel, regarding IDC statement.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Further correspondence regarding whether Plaintiffs would participate in the designation hearing.			
10/27/2022				2.70
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails relating to scheduling and appearances for October 28, 2022 Hearing.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails with I. Benjamin Blady, Esq. regarding sealing dispute and issues relating to the objections to Final Approval.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
	Phone call with I. Benjamin Blady, Esq. regarding sealing dispute.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.60

Total 464.60

Client	Project	Task	Person	Hours
		Draft declaration regarding designation dispute [ECF No. 146], assemble exhibits, and file.		
10/28/2022				0.70
Richard Martin	[11] Martin v. Ball Corp.	Court Time	Levi Lesches	0.40
	Appear at telephonic IDC.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with I. Benjamin Blady, Esq. regarding outcome of hearing.			
10/31/2022				4.30
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.00
	Draft proposed motion for administrative relief, and Meet and Confer with Aaron M. Cargain, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Review correspondence by Aaron M. Cargain, Esq., research legal issues, and email Objectors' responsive position.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further correspondence regarding Ball's intent to move for sealing.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with I. Benjamin Blady, Esq. regarding how to best respond to Ball's positions regarding sealing.			
11/03/2022				0.60
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review motion to seal filed by Ball.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Numerous emails with Aaron M. Cargain, Esq. demanding the retraction of Defendant's position regarding sealing.			
11/05/2022				2.90
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.90
	(After Shabbat). Draft ex parte application for relief relating to delayed response filing.			
11/06/2022				8.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	8.40
	Draft opposition to motion for seal and request for OSC re: Sanctions.			
11/07/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding sealing opposition.			
11/09/2022				3.60
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.30
	Continue drafting opposition to motion for seal and request for OSC re: Sanctions; supporting documents.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with I. Benjamin Blady, Esq. regarding sealing dispute.			
11/10/2022				5.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	5.40
	Complete drafting opposition to motion to seal and supporting documents; email copy to I. Benjamin Blady, Esq.			
11/11/2022				1.60
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.40
	Finalize and file cross-motion to unseal, and supporting exhibits, and download conformed copies.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Judge Drozd's judicial assistant transmitting unredacted documents.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Aaron M. Cargain, Esq. regarding designation challenge.			
11/14/2022				1.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.20
	Various emails with Aaron M. Cargain, Esq. relating to the designation challenge.			
11/15/2022				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Continued correspondence with Aaron M. Cargain, Esq. relating to the designation challenge, and initiating an additional challenge.			
11/16/2022				0.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Further correspondence with Aaron M. Cargain, Esq. regarding briefing schedule and procedure on designation dispute; and second designation challenge.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.40
	Draft stipulation, proposed order, and amended notice of motion relating to designation and sealing dispute.			
11/17/2022				0.90
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.50
	Profile Ball's Counsel through Westlaw dockets.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with Aaron M. Cargain, Esq. regarding sealing dispute.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Email correspondence with Aaron M. Cargain, Esq. regarding designation and sealing dispute.			
11/21/2022				0.30
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review proposed stipulation from Ball.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review reply filed by Defendant Ball.			
11/23/2022				0.50
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review opposition by Ball.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further correspondence with Aaron M. Cargain, Esq., resolving designation challenge to BMBC20589-590.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding resolving designation challenge.			
11/28/2022				1.30
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	1.30
	Review status of Lemm, and review latest FLSA cases regarding bonuses.			
11/29/2022				2.10
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	1.70
	Legal research regarding proceeding in intervention.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Meet and Confer with Westfall Parties about proceeding in intervention.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding intervention.			
			Total	464.60

Client	Project	Task	Person	Hours
11/30/2022				3.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.10
	Draft reply in support of motion to unseal.			
12/01/2022				9.90
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	9.80
	Continue drafting reply in support of motion to unseal.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Meet and Confer regarding conference relating to Objectors' intent to move in intervention.			
12/05/2022				1.90
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.90
	Download exhibits, and additional legal research regarding sealing in the context of class actions, for reply in support of motion to unseal.			
12/06/2022				5.00
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Meet and Confer correspondence with Matthew Eason, Esq. and Erin M. Scharg, Esq. regarding intervention.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review Plaintiffs' Opposition to Motion to Unseal.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.50
	Finalize, prepare tables, and file reply in support of motion to unseal, errata, and supporting exhibits.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding reply in support of motion to unseal.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.90

Total 464.60

Client	Project	Task	Person	Hours
		Phone calls with I. Benjamin Blady, Esq. regarding reply in support of motion to unseal.		
12/08/2022				0.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review order on motion to seal, and correspondence with I. Benjamin Blady, Esq. regarding the same.			
12/09/2022				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Follow-up correspondence with the Westfall Parties regarding intervention.			
12/12/2022				1.30
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.30
	Revise and finalize amended Final Objections, and assemble exhibits thereto, and serve on Ball's Counsel.			
12/13/2022				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.60
	Email correspondence with Aaron M. Cargain, Esq., regarding exhibits proposed to be filed by Martin.			
12/14/2022				1.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.40
	Continued email correspondence with Aaron M. Cargain, Esq., regarding exhibits proposed to be filed by Martin.			
12/15/2022				4.60
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	4.60
	Revise and update Final Objections in conformity with stipulation, file, and download conformed copies.			
12/22/2022				0.60
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.40
	Review responses by Ball Metal and Plaintiffs in opposition to Objections.			

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
		Phone call with I. Benjamin Blady, Esq. regarding opposing party's responses.		
01/03/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.50
		Review decision in Ecolab; email Plaintiffs' Counsel in Ecolab.		
01/06/2023				0.60
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
		Phone call with I. Benjamin Blady, Esq. regarding Ecolab decision.		
01/12/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Court Time	Levi Lesches	0.20
		Review email from Mr. Buzo regarding courtroom procedures.		
01/16/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
		Review statement filed by Ball regarding Ecolab decision.		
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.70
		Draft and file response regarding Ecolab decision.		
01/17/2023				3.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.70
		Review filings in preparation for hearing.		
Richard Martin	[11] Martin v. Ball Corp.	Court Time	Levi Lesches	1.10
		Attend hearing on denial of final approval.		
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding denial of final approval.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding denial of Final Approval.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Richard Martin regarding denial of Final Approval.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Parties regarding denial of Final Approval.			
01/31/2023				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with the Parties regarding further case handling.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Phone calls with I. Benjamin Blady, Esq. regarding engaging for further case handling.			
02/06/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.50
	Conference call regarding further case handling.			
02/09/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Aaron M. Cargain, Esq. regarding follow-up call.			
02/10/2023				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
			Total	464.60

Client	Project	Task	Person	Hours
		Further email correspondence with Aaron M. Cargain, Esq. regarding follow-up call.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Matthew Eason, Esq. and Erin M. Scharg, Esq. regarding further case handling.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone calls with I. Benjamin Blady, Esq. regarding mediation.			
02/14/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding proposed mediators.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails with Matthew Eason, Esq. and Aaron M. Cargain, Esq. regarding further case handling and mediator proposals.			
02/16/2023				1.00
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Various emails with the Westfall Parties regarding further case handling.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review and approve joint status report.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone calls with I. Benjamin Blady, Esq. regarding case handling.			
02/17/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further correspondence regarding case handling.			
02/28/2023				0.70
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.70
	Research regarding mediator availability, and correspondence regarding Jeffrey Ross, Esq. availability.			
03/01/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails regarding mediation scheduling with Jeffrey Ross, Esq.			
03/02/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review correspondence from Jeffrey Ross Mediation regarding unavailability for selected dates, and follow-up correspondence.			
03/06/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Aaron M. Cargain, Esq. regarding alternative mediation options.			
03/10/2023				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails rejecting Ball's proposal for mediation in November.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review email correspondence between Matthew Eason, Esq. and Aaron M. Cargain, Esq.			
03/17/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Erin M. Scharg, Esq. regarding mediation scheduling.			
03/20/2023				1.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.30
			Total	464.60

Client	Project	Task	Person	Hours
		Draft redlines to Plaintiffs' draft status report.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Various email correspondence regarding Defendant's non-consent to Objectors' proposed redlines.			
03/21/2023				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with I. Benjamin Blady, Esq. regarding status report.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Further email correspondence with Erin M. Scharg, Esq. and Aaron M. Cargain, Esq. regarding Objectors' proposed revisions to Joint Status Report.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Various emails regarding authorization to file status report.			
03/24/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various correspondence regarding proposed mediator HB.			
03/27/2023				1.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.00
	Research regarding alternative mediators; phone calls with I. Benjamin Blady, Esq. regarding the same; and send email inquiries, and phone inquiries, regarding availability.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Research regarding proposed mediator HB, and email Aaron M. Cargain, Esq. rejecting proposal.			
03/28/2023				1.00
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.00
	Further correspondence regarding Mediators Judge Lichtman and Steven Serratore; and place phone and email inquiries for Judge Kramer, Gig Kyriacou, and Lisa Klerman.			
			Total	464.60

Client	Project	Task	Person	Hours
04/03/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further correspondence regarding scheduling mediation with Jeffrey Ross, Esq.				
04/14/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further correspondence regarding scheduling mediation with Jeffrey Ross, Esq.				
04/16/2023				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
Discuss availability dates with I. Benjamin Blady, Esq., and Martin and Bernstein, and advise Aaron M. Cargain, Esq. regarding unavailability dates.				
04/24/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Review proposed Joint Status Report, and email correspondence with Westfall Parties regarding the same.				
05/02/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Review Notice of Mediation hearing and calendar.				
05/05/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Review proposed Joint Status Report and approve.				
05/15/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
Review Case Scheduling Order.				
05/16/2023				0.10
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Jeffrey Ross assistant regarding invoice payment.			
06/15/2023				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Email correspondence with Aaron M. Cargain, Esq. regarding documents required prior to mediation.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review correspondence regarding Westfall Parties' stipulation to amend the case schedule.			
06/21/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with I. Benjamin Blady, Esq. regarding mediation documents.			
06/22/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Aaron M. Cargain, Esq. regarding document exchange prior to mediation.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Further phone call with I. Benjamin Blady, Esq. regarding mediation documents.			
07/03/2023				5.00
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.50
	Docket research regarding other cases pending against Ball Metal.			
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.40
	Research regarding exposure limits for Valspar.			
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.70
			Total	464.60

Client	Project	Task	Person	Hours
		Further research regarding Cal-OSHA PAGA claims.		
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	3.40
		Further research regarding penalty structure under Cal-OSHA; particular violations; particular environmental contaminants		
	07/04/2023			0.90
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.90
		Further legal research regarding Cal-OSHA PAGA claims, and draft exposure analysis.		
	07/05/2023			1.50
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	1.50
		Research industrial environmental study consultants, and obtain quotes for on-site airborne-exposure testing.		
	07/06/2023			4.90
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	4.90
		Draft section of Initial Disclosures relating to Martin's Class and PAGA claims.		
	07/07/2023			1.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
		Email correspondence with Matthew R. Eason, Esq. regarding inquiry from Class Member.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
		Correspondence with I. Benjamin Blady, Esq. regarding Initial Disclosures.		
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
		Phone calls with I. Benjamin Blady, Esq. regarding draft Initial Disclosures.		
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	1.00
		Prepare for production documents relating to Class-PAGA Initial Disclosures.		
			Total	464.60

Client	Project	Task	Person	Hours
07/09/2023				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Legal research regarding Quackenbush/Burford Abstention on Cal-OSHA PAGA claims, and Meet and Confer with Aaron M. Cargain, Esq. regarding the same.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
Phone call with I. Benjamin Blady, Esq. regarding Quackenbush/Burford Abstention relating to Cal-OSHA PAGA Claims.				
07/10/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Review response of Aaron M. Cargain, Esq. regarding Quackenbush/Burford Abstention.				
07/12/2023				0.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
Review, and respond to, correspondence from Aaron M. Cargain, Esq. relating to documents to be shared with Objectors prior to mediation.				
07/13/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Further correspondence with Aaron M. Cargain, Esq. regarding mediation documents.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
Further correspondence with Aaron M. Cargain, Esq. regarding mediation documents relating to Citigroup claims.				
07/18/2023				2.50
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.50
Commence drafting motion for leave to amend and for discretionary abstention and remand of claims, and supporting declaration.				
07/20/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10

Total 464.60

Client	Project	Task	Person	Hours
		Further email correspondence relating to sharing documents prior to mediation.		
07/30/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further email correspondence regarding delays in provision of documents prior to mediation.			
08/03/2023				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Email correspondence with Aaron M. Cargain, Esq. regarding delays in providing data prior to mediation.			
08/04/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Preliminary review of data and email correspondence with I. Benjamin Blady, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.50
	Preliminary review of produced data.			
08/07/2023				1.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with I. Benjamin Blady, Esq. regarding produced data.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Phone calls with I. Benjamin Blady, Esq. regarding produced data.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.30
	Review data produced by Defendant.			
08/08/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
			Total	464.60

Client	Project	Task	Person	Hours
		Further correspondence with Aaron M. Cargain, Esq. regarding supplemental data.		
08/09/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Further correspondence with Aaron M. Cargain, Esq. regarding supplemental data.			
08/11/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further correspondence regarding production of supplemental data.			
08/14/2023				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Mediation Assistant regarding participant information.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review Mediation instructions from Jeff Ross Mediation.			
08/17/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.50
	Review documents in preparation for mediation.			
08/20/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.90
	Review class data.			
08/21/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with Richard Martin regarding issues relating to airborne contaminants at plant.			
08/23/2023				1.60
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	1.60
	Review class data for wage/hour violations.			
08/24/2023				5.70
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	1.20
	Continue reviewing class data for wage/hour violations.			
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.70
	Further review of class data.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Mediator regarding contact information for participants.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	2.50
	Continue review of Class Data.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with Richard Martin regarding wage and hour issues and clocking in.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.70
	Phone call with Ben Blady, Esq. regarding wage and hour data.			
08/25/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.50
	Draft mediation brief.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Jeffrey Ross, Esq. regarding mediation brief and participant information.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
			Total	464.60

Client	Project	Task	Person	Hours
	Correspondence with Aaron M. Cargain, Esq. regarding class data.			
08/27/2023				10.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	10.00
	Continue reviewing data provided in association with mediation, and continue drafting mediation brief.			
08/28/2023				3.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with Andre Bernstein regarding mediation.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.00
	Complete drafting mediation brief and submit to Mediator.			
08/29/2023				2.40
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.70
	Phone call with Tim Castillo, Esq. regarding mediation.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
	Phone call with Ben Blady, Esq. regarding call with Tim Castillo, Esq. relating to mediation.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with Jack Gindi, Esq. regarding anticipated cost of representing class members as mass individual cases for purposes of maximizing recovery.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.60
	Further phone call with Tim Castillo, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with Richard Martin regarding preparing for mediation.			
08/30/2023				15.00
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	15.00
	Mediation with Jeff Ross, Esq.			
08/31/2023				0.70
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with Andre Bernstein regarding mediation conclusion and resolution.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Various emails with Aaron M. Cargain, Esq., I. Benjamin Blady, Esq., and Tim Del Castillo, Esq. regarding scheduling a conference call regarding MOU.			
09/01/2023				3.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Further emails with Aaron M. Cargain, Esq., I. Benjamin Blady, Esq., and Tim Del Castillo, Esq. regarding scheduling a conference regarding MOU.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.00
	Conference call with Plaintiffs' Counsel regarding revisions to MOU.			
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	0.50
	Review MOU with I. Benjamin Blady, Esq. prior to conference call.			
Richard Martin	[11] Martin v. Ball Corp.	Client Meeting	Levi Lesches	0.70
	Various emails with Plaintiffs' Counsel regarding redlines to MOU.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.00
	Objectors' redlines to MOU.			
09/08/2023				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails regarding stipulation to vacate dates.			

Total 464.60

Client	Project	Task	Person	Hours
09/11/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email correspondence with I. Benjamin Blady, Esq. regarding redlines to MOU by Defendant.				
09/12/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further email correspondence with I. Benjamin Blady, Esq. and Tim Del Castillo, Esq. regarding redlines to MOU by Defendant.				
09/14/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
Phone call with I. Benjamin Blady, Esq. regarding Ball's revisions.				
09/15/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
Further correspondence with Tim Del Castillo, Esq. regarding MOU.				
09/18/2023				1.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.30
Review redlines to Memorandum of Understanding; research OSHA retaliation; draft correspondence to Plaintiff's Counsel regarding improper OSHA release issues.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email correspondence with Richard Martin regarding issues with MOU revisions.				
09/19/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Further correspondence with Defense Counsel regarding objections to scope of release.				
09/20/2023				1.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50

Total 464.60

Client	Project	Task	Person	Hours
		Research PAGA claims and pleadings, and further correspondence with the Mediator (Jeff Ross) regarding the issues with a broad release for the PAGA claims.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further correspondence with Plaintiff's Counsel regarding issues with Ball settlement.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Phone call with Richard Martin regarding settlement complications.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with Jeff Ross, Esq. (mediator) regarding issue with scope of release.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Follow up phone call with Richard Martin with issue relating to OSHA PAGA release.			
09/22/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Follow up correspondence with Jeff Ross, Esq., Mediator, regarding Martin's willingness to abandon individual prosecution of the PAGA claim.			
09/28/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Tim Del Castillo, Esq. regarding Joint Prosecution Agreement and allocation issues.			
10/01/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Jeff Ross, Esq. regarding issue with release.			
10/02/2023				0.60
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20

Total 464.60

Client	Project	Task	Person	Hours
		Phone call with Jeffrey Ross, Esq. regarding MOU.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
		Correspondence with Jeffrey Ross, Esq. and Plaintiffs' Counsel regarding MOU.		
10/05/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
		Correspondence reviewing and approving the Joint Status Report.		
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
		Phone call with I. Benjamin Blady, Esq. regarding conversation with Ross.		
10/09/2023				1.80
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	1.60
		Research regarding retaliation against OSHA whistleblowers; whether Defendant's mediation position constituted OSHA retaliation; whether EDCA mediation privilege would be effective against OSHA whistleblower rights.		
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
		Phone call with I. Benjamin Blady, Esq. regarding retaliation issue.		
10/10/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
		Phone call with Benjamin Blady, Esq. regarding Defendant's mediation position, and concerns relating to extortion.		
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.70
		Further research regarding OSHA whistleblower rights.		
10/12/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
		Correspondence with Jeffrey Ross, Esq. regarding status of MOU resolution.		

Total 464.60

Client	Project	Task	Person	Hours
10/24/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further correspondence with Jeffrey Ross, Esq. regarding responsive position from Defendant regarding MOU.				
10/31/2023				2.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.00
Review confidential document, legal research, and propose resolution for policy modification.				
11/01/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Various emails relating to Joint Status Report.				
11/02/2023				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further emails relating to Joint Status Report.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
Phone call with I. Benjamin Blady, Esq. regarding impasse relating to MOU.				
11/06/2023				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Review Ball's rejection of proposed resolution, and Ball's counter-proposal; reject Ball's counter-proposal as insufficient resolution.				
11/07/2023				1.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
Further phone call with Jeffrey Ross, Esq. regarding resolution of MOU.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.00
			Total	464.60

Client	Project	Task	Person	Hours
		Review client documents relating to hazardous materials training, and email correspondence with Jeffrey Ross, Esq. regarding proposed resolution.		
11/08/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Email correspondence with Aaron M. Cargain, Esq. reaching resolution of Cal-OSHA PAGA claim.			
11/09/2023				2.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with I. Benjamin Blady, Esq. relating to MOU language.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.40
	Email correspondence relating to other issues pertaining to the MOU language.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Email correspondence clarifying scope of PAGA exhaustion relating to Cal-OSHA PAGA resolution.			
11/13/2023				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with I. Benjamin Blady, Esq. relating to Cal-OSHA PAGA claim.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Aaron M. Cargain, Esq. relating to Cal-OSHA PAGA claim.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.20
	Draft amendment to PAGA letter for Cal-OSHA Claim.			
11/14/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review correspondence from Aaron M. Cargain, Esq. regarding agreement in principle.			
			Total	464.60

Client	Project	Task	Person	Hours
11/22/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Correspondence with Plaintiffs' Counsel regarding the status of the MOU.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
Phone call with I. Benjamin Blady, Esq. regarding the status of the Memorandum of Understanding.				
11/28/2023				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further email correspondence regarding status of MOU.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
Phone call with Richard Martin regarding resolution of MOU issue.				
12/01/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email correspondence regarding the Joint Status Report.				
12/05/2023				1.50
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	1.50
Review and redline MOU from Ball; correspondence with Plaintiff's Counsel regarding the same.				
12/06/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
Email correspondence transmitting to Ball Plaintiffs' redlines to the MOU, and document comparison.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
Phone call with I. Benjamin Blady, Esq. regarding redlines to MOU.				
12/07/2023				2.00

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Review email correspondence from I. Benjamin Blady, Esq. regarding the redline changes by Ball to the MOU.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Review email correspondence from Aaron M. Cargain, Esq. regarding MOU redlines, and attached exhibits.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Draft response to Aaron M. Cargain, Esq. regarding allocation issues.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with I. Benjamin Blady, Esq. regarding allocation issue.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Tim Del Catillo, Esq. regarding allocation issue.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review further response from Aaron M. Cargain, Esq. regarding allocation issues.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.60
	Further correspondence to Tim Del Catillo, Esq. regarding allocation issues.			
12/08/2023				0.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Further correspondence with Aaron M. Cargain, Esq. and Tim Del Castillo, Esq. agreeing to defer final resolution of allocation.			
12/10/2023				0.60
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.50
	Phone call with Richard Martin regarding status of settlement.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with I. Benjamin Blady, Esq. regarding allocation.			
12/11/2023				0.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails with Tim Del Castillo, Esq. regarding finalizing the MOU.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.70
	Phone call with Tim Del Castillo, Esq. regarding resolution of allocation.			
12/12/2023				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Follow-up correspondence regarding allocation method.			
12/27/2023				0.50
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.50
	Review the MOU and approve for Objectors.			
12/28/2023				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails relating to the MOU signature copy.			
01/04/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.10
	Review and approve Joint Status Report.			
01/05/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Various emails regarding MOU and regarding Joint Status Report.			

Total 464.60

Client	Project	Task	Person	Hours
01/16/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email correspondence regarding Plaintiffs' execution of the MOU.				
01/24/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email correspondence regarding Objectors' execution of the MOU.				
02/05/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Various emails with Erin Scharg, Esq. regarding handling of Joint Status Report.				
02/14/2024				2.80
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.10
Review case file and prior engagement agreements, modify Class Action agreement to include Blady Workforce Law Group, and circulate redline for review.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Correspondence with Richard Martin regarding updated retainer agreement.				
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.40
Review proposed Joint Prosecution Agreement, and email Spencer Turpen, Esq. proposed revisions.				
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.10
Prepare updated retainer agreement for electronic signature.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email correspondence circulating Objectors' signatures to the MOU.				
02/20/2024				0.20
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.20
	Review and approve Joint Status Report.			
03/19/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Erin Scharg, Esq. regarding zoom meeting for allocation; and status report.			
03/21/2024				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.60
	Various email correspondence with Plaintiffs' Counsel regarding joint report and conference call.			
03/27/2024				1.00
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	1.00
	Conference call regarding allocation method (reduced - split time).			
04/07/2024				3.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.30
	Review and revised amended class complaint.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Spencer Turpen, Esq. regarding bounceback emails.			
05/03/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence regarding Second Amended Complaint.			
05/05/2024				0.70
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.70
	Review correspondence of April 25, 2024 from Erin Scharg, Esq., and response thereto.			

Total 464.60

Client	Project	Task	Person	Hours
05/07/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Various emails with Matthew Eason, Esq. regarding scheduling call.				
05/08/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Email with Matthew Eason, Esq. regarding scheduling call.				
05/09/2024				1.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Email correspondence with Aaron Cargain, Esq. regarding settlement data, and scheduling issues.				
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
Email correspondence with Plaintiffs' Counsel regarding various issues relating to administration and scheduling.				
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	1.20
Legal research regarding approval timetables in the Eastern District; correspondence with Plaintiffs' Counsel regarding the same; phone call with Matthew Eason, Esq. regarding allocation formula; and follow up correspondence.				
05/15/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
Review response of Aaron Cargain, Esq. regarding proposed Second Amended Complaint.				
05/27/2024				2.50
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	2.50
Various calls with Martin; meeting with Ben Blady, Esq. regarding standing; legal research; and further investigation.				
05/30/2024				0.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
				Total
				464.60

Client	Project	Task	Person	Hours
	Email correspondence with Aron Cargain, Esq. regarding 203 allegation.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.60
	Review, respond to, various emails regarding the stipulation and proposed order for filing of the Second Amended Complaint; and edits and revisions thereto.			
06/04/2024				0.80
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.30
	Review ILYM and Rust quotes.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Download conformed SAC.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails with all counsel regarding draft long form.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Correspondence with Matthew Eason and Erin Scharg, Esq. regarding allocation formula.			
06/06/2024				1.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Meeting with Ben Blady, Esq. regarding settlement allocation formula; follow up correspondence with Erin Scharg, Esq. regarding the same.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Review and respond to Matthew Eason, Esq. regarding settlement allocation.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review and approve the Joint Status Report.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Follow-up correspondence with Erin Scharg, Esq. regarding settlement allocation.			

Total 464.60

Client	Project	Task	Person	Hours
06/07/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.10
Review minute order and calendar date.				
06/18/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Correspondence with Aaron Cargain, Esq. regarding the Answer.				
06/20/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Review various emails relating to approval of stipulation to extend time for Answer.				
07/01/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
Further correspondence with Spencer Turpen, Esq. and Aaron Cargain, Esq. requesting the long form and notice drafts.				
07/08/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Review correspondence relating to Joint Status Report, and review of the same.				
07/24/2024				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
Phone call with Aaron Cargain, Esq. relating to class definitions; email correspondence with Erin Scharg, Esq. and Spencer Turpen, Esq. regarding the same, and regarding handling of long-form edits.				
07/29/2024				0.80
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.80
Legal research relating to res judicata on individual claims, as relating to the long-form agreement.				
08/08/2024				0.20

Total 464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails regarding, and review of, Joint Status Report.			
08/18/2024				4.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	4.00
	Commence revising long-form settlement agreement.			
08/19/2024				6.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.40
	Continue reviewing, and revisions to, long-form settlement agreement.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Correspondence, and meeting, with Ben Blady, Esq. regarding revisions to long-form settlement agreement; review redlines by Ben Blady, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.80
	Incorporate redlines by Ben Blady, Esq.; further review and edits; and email correspondence with Erin Scharg, Esq. regarding long-form.			
08/20/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Erin Scharg, Esq. regarding costs and other issues relating to long-form.			
08/21/2024				1.50
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.10
	Review and redline class notice.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails with Erin Scharg, Esq. regarding long-form settlement agreement.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20

Total 464.60

Client	Project	Task	Person	Hours
		Email with Erin Scharg, Esq. regarding class notice.		
08/26/2024				0.30
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	0.30
	Review notice of related case filed by Defendant; further research, and meeting with Ben Blady, Esq., regarding the same.			
08/27/2024				2.00
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Various emails with Erin Scharg, Esq. regarding allocation method; and meeting with Ben Blady, Esq, regarding 203 allocation.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Various emails with Aaron Cargain, Esq. regarding issues relating to 203 members and class period.			
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.80
	Run document comparison on redlines to long-form, and review changes.			
08/28/2024				0.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails with Erin Scharg, Esq. regarding long-form settlement.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Further correspondence with Aaron Cargain, Esq. regarding class period.			
08/29/2024				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails relating to transmittal of long-form to defendants, and inquiries regarding other cases.			
09/05/2024				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
			Total	464.60

Client	Project	Task	Person	Hours
	Various emails with Aaron Cargain, Esq. regarding HWHFA release; and other issues.			
09/06/2024				1.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.60
	Various emails regarding the Joint Status Report, and estimated timeline for completing the long-form settlement.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.80
	Redlines to Joint Status Report.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Various emails regarding the redlines to the Joint Status Report; and file report.			
09/23/2024				0.40
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Phone call with Ben Blady, Esq. regarding motion for preliminary approval.			
09/27/2024				2.00
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	2.00
	Various emails with Aaron Cargain, Esq. and Erin Scharg, Esq. regarding status of long form; review of prior emails to determine status of the prior communications.			
09/29/2024				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Response to email of Aaron Cargain, Esq. regarding long form.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with Ben Blady, Esq. regarding correspondence with Aaron Cargain, Esq.			
09/30/2024				1.10
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	0.40
			Total	464.60

Client	Project	Task	Person	Hours
		Meeting with Ben Blady, Esq. regarding HWHFA release dispute; correspondence regarding the same.		
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails with Erin Scharg, Esq. and Aaron Cargain, Esq. regarding release language.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Rebuttal emails to Aaron Cargain, Esq. regarding HWHFA release issue.			
	10/01/2024			0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails regarding, and review and approval of, joint status report.			
	10/07/2024			0.30
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with Richard Martin regarding status of settlement.			
	10/08/2024			0.80
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.80
	Review long-form agreement circulated by Aaron Cargain, Esq.; respond with comments and redlines.			
	10/10/2024			0.30
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with Andre Bernstein regarding settlement and B&P rights.			
	10/27/2024			2.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.70
	Run document comparisons of drafts (long form, and class notice) circulated by Aaron Cargain, Esq. on October 23, 2024; create list of comments and issues.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.70
			Total	464.60

Client	Project	Task	Person	Hours
	Email response to Aaron Cargain, Esq. relating to remaining issues; and other correspondence relating to long-form.			
10/28/2024				0.90
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	0.20
	Meeting with Ben Blady, Esq. regarding long-form settlement agreement.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Various emails with Aaron Cargain, Esq. regarding HWHFA release; legal research regarding the same.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review emails from Erin Scharg, Esq. relating to long form; and respond thereto.			
10/29/2024				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Further emails with Aaron Cargain, Esq. regarding HWHFA release issue.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Further emails with Erin Scharg, Esq. regarding HWHFA release issue.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Further emails with Erin Scharg, Esq. and Aaron Cargain, Esq. regarding definitions.			
10/30/2024				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with Erin Scharg, Esq. regarding limiting release language.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Various emails relating to status report, and approval thereof.			
11/04/2024				0.80
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	0.30
	Meeting with Ben Blady, Esq. regarding 203 allocation.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails with Aaron Cargain, Esq. regarding final steps for obtaining signature ready settlement.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call regarding class positions.			
11/05/2024				0.60
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.10
	Review minute order and calendar hearing.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.40
	Further calls regarding class positions.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with Ben Blady, Esq. regarding class positions.			
11/11/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review various emails regarding finalization of the long form.			
11/12/2024				0.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Email correspondence regarding final issues in long form.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.60
	Run document comparison, and perform review of the long-form settlement.			
			Total	464.60

Client	Project	Task	Person	Hours
11/18/2024				0.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Various emails with Erin Scharg, Esq., Aaron Cargain, Esq. and Matthew Eason, Esq. regarding the allocation method and certain definitions.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
Phone call with Ben Blady, Esq. regarding allocation method.				
11/21/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Various emails relating to status of long form.				
11/25/2024				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
Various emails relating to redline by Defendant.				
11/26/2024				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Various emails relating to the Joint Status Report; and finalizing the long form.				
11/27/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Correspondence with Courtroom Deputy regarding appearances.				
12/02/2024				1.60
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.30
Various emails relating to the approval of all parties to the long form.				
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.30
			Total	464.60

Client	Project	Task	Person	Hours
		Run document comparisons relating to draft long form; and review.		
12/03/2024				0.70
Richard Martin	[11] Martin v. Ball Corp.	Court Time	Levi Lesches	0.70
	Prepare for, and appear at, hearing regarding settlement status.			
12/12/2024				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Catch up on emails relating to long-form; and approve last change.			
12/19/2024				2.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Email correspondence with Andre Bernstein regarding status of settlement and B&P provisions.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.00
	Synthesize redlines to long form and class notice; email correspondence to Aaron Cargain, Esq. regarding the redlines.			
12/20/2024				1.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.40
	Numerous emails between all counsel finalizing long form.			
12/22/2024				0.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review class notice and approve.			
12/24/2024				1.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review emails relating to long form.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.60
	Phone calls with Matthew Eason, Esq. regarding long-form allocation.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Phone call with Richard Martin regarding settlement and allocation.			
12/26/2024				1.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Further phone call with Richard Martin regarding positions at Fairfield plant.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.90
	Review correspondence from Matthew Eason, Esq. regarding further changes; respond thereto and circulate redlines.			
12/27/2024				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review correspondence from Matthew Eason, Esq.			
01/06/2025				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review various emails relating to approval of long form.			
01/08/2025				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails regarding signing of long form.			
01/09/2025				2.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Phone call with Ben Blady, Esq. regarding revisions to motion for preliminary approval.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Further phone call with Andre Bernstein regarding motion for preliminary approval; and signatures for long form.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.60
	Finalize signature documents, obtain signatures to long form, and correspondence regarding the same.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.10
	Start drafting declarations in support of motion; redline motion for preliminary approval.			
01/14/2025				0.30
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.30
	Further phone call with Richard Martin regarding motion for preliminary approval.			
01/15/2025				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Review further emails relating to circulation of signatures.			
01/16/2025				3.70
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	3.70
	Continue drafting declarations in support of motion; and review/redline to motion for preliminary approval.			
01/17/2025				2.70
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails with Bryce Fick, Esq. relating to motion for preliminary approval.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.40
	Continue drafting declarations in support of preliminary approval.			
01/21/2025				3.30
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	1.70
	Various emails with Bryce Fick, Esq. regarding motions for preliminary approval.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.40
	Complete drafting declarations and other supporting papers in support of motion for preliminary approval.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
	Various phone calls with Ben Blady, Esq. regarding motion for preliminary approval.			
01/23/2025				0.40
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.40
	Draft errata declaration.			
01/24/2025				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Email correspondence with Tim Del Castillo, Esq. regarding errata declaration.			
07/21/2025				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails relating to status report, and approve the same.			
08/27/2025				0.50
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.50
	Conference call with Aaron Cargain, Esq. and Mediator Ray Kepner, Esq. regarding mediation administration.			
08/28/2025				0.60
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with Aaron Cargain, Esq. about amending case schedule.			
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email with Aaron Cargain, Esq. about stipulation to continue Fierro deposition.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
	Phone call with Richard Martin about stipulation to continue discovery dates.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Class - Email all counsel in Westfall regarding placing further status inquiry with District Court.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Email correspondence with Richard Martin regarding mediation dates.			
09/05/2025				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Follow up communications with Counsel and Judge Drozd chambers regarding status of preliminary approval; follow-up call with Richard Martin.			
09/26/2025				1.00
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.70
	Review order on motion for preliminary approval, and create notes.			
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	0.30
	Meeting with Ben Blady, Esq. regarding order for preliminary approval.			
10/27/2025				1.70
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.50
	Phone call with Richard Martin regarding mediation of individual case.			
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	1.20
	Further phone call with Richard Martin regarding personal harassment.			
			Total	464.60

Client	Project	Task	Person	Hours
10/28/2025				1.50
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	0.30
	Research regarding contact information for Martin.			
Richard Martin	[11] Martin v. Ball Corp.	Other Research	Levi Lesches	1.20
	Review long-form settlement agreement to determine action items for administration; email Plaintiffs' Counsel group regarding allocation of duties.			
10/29/2025				3.00
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	2.90
	Draft mediation brief.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Review responses from Erin Scharg, Esq. and Tim Del Castillo, Esq.			
11/02/2025				4.70
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	4.70
	Complete drafting mediation brief; and email to Mediator and Aaron Cargain, Esq.			
11/04/2025				8.00
Richard Martin	[11] Martin v. Ball Corp.	Court Time	Levi Lesches	8.00
	Mediation attendance and follow-up calls.			
11/05/2025				0.80
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.80
	Follow-up call with Mediator Ray Kepner, Esq.			
11/06/2025				4.00
Richard Martin	[11] Martin v. Ball Corp.	Legal Research	Levi Lesches	4.00
			Total	464.60

Client	Project	Task	Person	Hours
		Start preparing to proceed on Martin 132a petition; object to progressive subpoena; phone calls with Richard Martin regarding next steps; send final mediation offer.		
11/18/2025				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various emails regarding class data.			
11/19/2025				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Email correspondence with Plaintiffs' Counsel regarding instructions to ILYM.			
11/20/2025				0.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.10
	Correspondence with ILYM.			
11/25/2025				0.10
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.10
	Correspondence with Garvin Brown regarding preliminary calculations.			
01/14/2026				0.30
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Various emails relating to Class Notices.			
01/19/2026				0.40
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Emails to ILYM and Counsel relating to calculations and workweeks.			
01/21/2026				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
	Various follow-up emails relating to calculations and workweeks.			

Total 464.60

Client	Project	Task	Person	Hours
01/22/2026				0.80
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
Various emails regarding LWDA allocation.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
Phone call with Ben Blady, Esq. regarding LWDA allocation.				
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
Phone call with Gavin Brown regarding LWDA allocation.				
Richard Martin	[11] Martin v. Ball Corp.	Meeting	Levi Lesches	0.20
Meeting with Ben Blady, Esq. regarding LWDA allocation.				
01/23/2026				0.20
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.20
Review further emails regarding LWDA allocation.				
01/29/2026				0.10
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.10
Phone call with Andre Bernstein regarding status.				
01/30/2026				0.20
Richard Martin	[11] Martin v. Ball Corp.	Phone Call	Levi Lesches	0.20
Review Martin Class Notice; phone call with Richard Martin regarding the same.				
02/05/2026				2.50
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.60
Review long form, and email correspondence with Gavin Brown regarding implementation of web publication.				
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	1.20
	Draft stipulation regarding amendment.			
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	0.70
	Draft proposed joint report.			
02/06/2026				0.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review website for class settlement.			
02/09/2026				0.90
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.40
	Review response regarding stipulation and respond to Aaron Cargain, Esq.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.50
	Follow-up correspondence regarding stipulation relating to LWDA allocation.			
02/10/2026				1.10
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.30
	Respond to Garvin Brown regarding Clawson dispute.			
Richard Martin	[11] Martin v. Ball Corp.	Correspondence	Levi Lesches	0.80
	Review long form relating to inquiries by Garvin Brown; respond regarding "Chemical Processors" issue.			
03/23/2026				0.20
Richard Martin	[11] Martin v. Ball Corp.	Review	Levi Lesches	0.20
	Review Brown declaration, and correspondence relating thereto.			
03/29/2026				6.00
			Total	464.60

Client	Project	Task	Person	Hours
Richard Martin	[11] Martin v. Ball Corp.	Draft	Levi Lesches	6.00
Review and revise Motion for Final Approval; and for Fees; and Draft Declarations in Support.				
			Total	464.60

EXHIBIT “C”

Veritext, LLC - California Region

Tel. 877-955-3855 Email: calendar-la@veritext.com
 Fed. Tax ID: 20-3132569



Bill To: Levi Lesches
 Lesches Law
 5757 Wilshire Boulevard
 Suite 535
 Los Angeles, CA, 90036

Invoice #: 6109382
Invoice Date: 10/18/2022
Balance Due: \$2,103.10

Case: Westfall, Robert v. Ball Metal Beverage Container Corporation (2:16cv02632KJMGGH) **Proceeding Type: Depositions**

Job #: 5514556 | Job Date: 10/7/2022 | Delivery: Expedited

Location: Denver, CO

Billing Atty: Levi Lesches

Scheduling Atty: Levi Lesches | Lesches Law

Witness: Michael James Bergeland, 30(b)(6), PMQ	Quantity	Amount
Original with 1 Certified Transcript	158.00	\$1,493.10
Veritext Virtual Primary Participants	1.00	\$295.00
Litigation Package-Secure File Suite	1.00	\$55.00
Production & Processing	1.00	\$50.00
Attendance (Half Day)	1.00	\$175.00
Hosting & Delivery of Encrypted Files	1.00	\$35.00

Notes:	Invoice Total:	\$2,103.10
	Payment:	\$0.00
	Credit:	\$0.00
	Interest:	\$0.00
	Balance Due:	\$2,103.10

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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 P.O. Box 71303
 Chicago IL 60694-1303
 Fed. Tax ID: 20-3132569

Pay By ACH (Include invoice numbers):
A/C Name: Veritext
Bank Name: BMO Harris Bank
Bank Addr: 311 W. Monroe Chicago, IL 60606
Account No: 4353454 **ABA:** 071000288
Swift: HATRUS44

Invoice #: 6109382
Invoice Date: 10/18/2022
Balance Due: \$2,103.10

Pay by Credit Card: www.veritext.com

JEFFREY A. ROSS
 P.O. Box 52122,
 Pacific Grove, CA 93950
 9258760812
 jeff@jeffrossmediation.com

Invoice 2425

BILL TO
 Blady Workforce Law
 Group LLP

DATE 05/02/2023	PLEASE PAY \$0.00	DUE DATE 05/16/2023
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MATTER
 Westfall v. Ball Metal Beverage

DATE	SERVICE	AMOUNT
08/30/2023	Mediation Objectors Portion (1/3 total fee)	8,333.34
PLEASE NOTE: We accept payment only by ACH through Quickbooks (you do not need to have Quickbooks to pay through the Quickbooks link on your invoice). We do not accept credit cards or paper checks.		PAYMENT 8,333.34
		TOTAL DUE \$0.00

THANK YOU.

The mediation fee is non-refundable unless the mediation is cancelled or rescheduled by AUGUST 9, 2023.
 TAX ID: 27-1343105

PAID

Pay invoice