

THE HONORABLE MARSHALL L. FERGUSON  
Department 31  
No Oral Hearing: February 21, 2025, at 10:00 a.m.  
With Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

COUNTY OF KING

JOSHUA KING, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

BEACON SALES ACQUISITION, INC., a Delaware  
corporation,

Defendants.

Case No.: 22-2-14226-0 SEA

**CLASS ACTION**

**DECLARATION OF DOUGLAS HAN IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT,  
ATTORNEYS' FEES AND COSTS, AND  
SETTLEMENT CLASS REPRESENTATIVE  
SERVICE AWARD**

1 I, **DOUGLAS HAN**, hereby declare as follows:

2 **A. Background and Experience**

3 1. I am an attorney duly licensed to practice law before all courts of California and  
4 Washington. I am also a member in good standing of the bars in California and Washington. I  
5 am the founding member of Justice Law Corporation. I am one of the attorneys of record for  
6 Plaintiff Joshua King (“Plaintiff”) and the Class in the instant action alongside Terrel Marshall  
7 Law Group PLLC. Justice Law Corporation and Terrel Marshall Law Group PLLC are collectively  
8 known as “Settlement Class Counsel.” I have personal knowledge of the facts set forth below  
9 and if called to testify I could and would do so competently.

10 2. In May 2004, I graduated from Pepperdine University School of Law with a Juris  
11 Doctor degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a  
12 minor in English from University of Houston.

13 3. Since its inception in 2013, our firm has almost exclusively focused on the  
14 prosecution of consumer and employment class actions involving wage-and-hour claims, unfair  
15 business practices, or consumer fraud. Our firm has successfully litigated to conclusion over  
16 three hundred (300) wage-and-hour class or representative actions. Recently, we have been  
17 expanding into Washington. Currently, we are the attorneys of record in over a dozen  
18 employment-related putative class actions in both state and federal courts in California and  
19 Washington. During this time, in association with other law firms, we have obtained over half a  
20 billion dollars on behalf of thousands of individuals.

21 4. Attached hereto as **Exhibit 1** is a list of some of the class action and  
22 representative matters for which Justice Law Corporation has been appointed to serve as class  
23 counsel. Each of these matters has been granted final approval in California.

24 5. Our firm also has appellate experience that resulted in the following cases being  
25 published that defined and clarified wage and hour law: (a) *Oswald v. Murray Plumbing &*  
26 *Heating Corp.* 82 Cal.App.5th 938 (2022); (b) *Garner v. Inter-State Oil Co.* 52 Cal.App.5th 619  
27 (2020); (c) *Brooks v. AmeriHome Mortgage Co., LLC* 47 Cal.App.5th 624 (2020); (d) *Nieto v.*  
28 *Fresno Beverage Company, Inc.* 33 Cal.App.5th 274 (2019); and (e) *Esparza v. KSI Industries, L.*

1 P. 13 Cal.App.5th 1228 (2017).

2 **B. Qualifications of Other Justice Law Corporation Attorneys**

3 6. Shunt Tatavos-Gharajeh is an Of Counsel at my office. Shunt received his  
4 undergraduate degree from University of California, Los Angeles and earned a Juris Doctor  
5 degree from Southwestern University School of Law. Shunt was admitted to practice in  
6 California in December 2010 and Washington in 2022. Shunt is admitted to practice in the  
7 Courts of California and Washington. The focus of Shunt’s practice is class action wage-and-  
8 hour law. Shunt has worked on multiple class action cases and representative actions that  
9 have been granted approval, including *Keles v. The Art of Shaving – FL, LLC*, Alameda County  
10 Superior Court, Case No. RG13687151; *Esters v. HDB LTD. Limited Partnership*, Kern County  
11 Superior Court, Case No. S-1500-CV-279879; *Guzman v. International City Mortgage, Inc.*, San  
12 Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson v. Lentz Construction*  
13 *General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-  
14 279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No.  
15 BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-CV-  
16 266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court, Case  
17 No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County Superior  
18 Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers, LLC*, San Joaquin  
19 County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v. Renovate America,*  
20 *Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Antoine*  
21 *v. Riverstone Residential CA, Inc.*, Sacramento County Superior Court, Case No. 34-2013-  
22 00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-  
23 1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County Superior Court,  
24 Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern County  
25 Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West, Inc.*, Kern County  
26 Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment, Inc.*, Kern  
27 County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity Brands Lighting, Inc.*,  
28 San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v. Wood Group PSN,*

1 *Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v. Matagrano, Inc.*, San  
2 Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian v. Williston Financial*  
3 *Group, LLC*, Ventura County Superior Court, Case No. 56-2016-004485186-CU-OE-VTA; *Prince*  
4 *v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No. BCV-16-  
5 100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case No. BCV-17-  
6 100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court, Case No. S-  
7 1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC*, Kern County Superior Court, Case No. S-  
8 1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda County Superior Court, Case No.  
9 JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento County Superior Court, Case  
10 No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons Construction, Inc.*, Kern  
11 County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial Solar, Inc.*,  
12 Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis Company, LLC*, Kern  
13 County Superior Court, Case No. BCV-17-102836; and *Castro v. General Production Service of*  
14 *California, Inc.*, Kern County Superior Court, Case No. BCV-15-101164. Shunt was also certified  
15 as class counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-  
16 1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case No.  
17 BC546330; and *Nuncio v. MMI Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-  
18 282534, cases that were certified after a contested class certification. Shunt is handling class  
19 actions pending in California and Washington and has also been intimately involved in  
20 handling the appellate cases listed above.

21 **C. Preliminary Approval of Settlement**

22 7. On October 10, 2024, in Department 31 of the above-entitled court, Honorable  
23 Marshall L. Ferguson preliminarily approved the Settlement Agreement, provisionally certified  
24 the Justice Law Corporation and Terrel Marshall Law Group PLLC as Settlement Class Counsel,  
25 conditionally certified the Settlement Class, and appointed Plaintiff as the class representative  
26 for settlement purposes. The Court ordered the mailing of the Settlement Class Notice. The  
27 Court adopted the notice procedures specified in the Settlement Agreement, which were  
28 outlined in the motion for preliminary approval, and ordered they be implemented. CPT

1 Group, Inc. was appointed by the Court to serve as the Settlement Administrator to administer  
2 the terms of the Settlement Agreement. The Court scheduled the Final Approval Hearing for  
3 February 21, 2025.

4 **D. Work Performed by Justice Law Corporation**

5 8. Justice Law Corporation actively engaged in this litigation since it was initially  
6 filed. Prior to the filing and continuing over the duration of this case, Justice Law Corporation  
7 conducted a thorough investigation of the factual and legal issues. This included Justice Law  
8 Corporation drafting and propounding interrogatories and requests for production of  
9 documents and reviewing the responses. Pursuant to discovery, exchange of information, and  
10 in preparation for early mediation, Justice Law Corporation received, among other things, the  
11 following information and evidence with which to properly evaluate the claims: (a) personnel  
12 records; (b) Settlement Class Members' demographic information (*e.g.*, information bearing on  
13 the Settlement Class size); (c) documents pertaining to Defendant Beacon Sales Acquisition,  
14 Inc.'s ("Defendant") relevant policies, practices, and procedures (*e.g.*, meal and rest breaks,  
15 timekeeping and payroll, reimbursement, etc.), such as employee handbooks, job descriptions,  
16 etc.; and (d) sampling of time and payroll records. Using the information obtained, Justice Law  
17 Corporation determined: (i) Settlement Class Members' average hourly rates of pay; (ii)  
18 number of current and former Settlement Class Members employed during the Class Period;  
19 (iii) number of shifts worked by the Settlement Class Members during the Class Period; (iv)  
20 number of hours generally worked during most shifts; (v) number, length, and timing of breaks  
21 taken; and (vi) number of workweeks and pay periods within the Class Period.

22 9. Justice Law Corporation analyzed numerous documents produced from  
23 Defendant and other sources. Justice Law Corporation also located, interviewed, and obtained  
24 statements from putative settlement class members. These interviews enabled Justice Law  
25 Corporation to determine the extent and frequency of the alleged violations, as well as learn  
26 more about the day-to-day circumstances giving rise to the violations. This information better  
27 prepared Justice Law Corporation for mediation, thereby increasing the likelihood of  
28 negotiating a settlement. By the time the Parties began settlement negotiations, they

1 understood the strengths and weaknesses of our respective claims and defenses and the  
2 potential range of class-wide damages.

3 10. The documents analyzed provided a critical understanding of the nature of the  
4 work performed by the Settlement Class Members and the policies, practices, and procedures  
5 in place. The documents were used in analyzing liability and damages in connection with all  
6 phases of the litigation and mediation process. The extensive document and data exchanges  
7 allowed Justice Law Corporation to determine the strengths and weaknesses of the claims and  
8 defenses. This included, among other things: (a) determining Plaintiff's suitability as the  
9 putative class representative through interviews and analyses of employment documents and  
10 related records; (b) evaluating the potential claims and applicable defenses; (c) researching  
11 wage-and-hour class actions similar to the claims alleged, nature of the positions, and type of  
12 employer in the instant case; (d) locating and interviewing putative settlement class members  
13 to obtain corroboration for the legal theories developed; (e) reviewing Defendant's answer to  
14 the operative complaint; (f) drafting and propounding the formal discovery requests and  
15 reviewing the responses; (g) frequently communicating and coordinating with co-counsel to  
16 successfully settle this matter; (h) analyzing the labor policies, practices, and procedures in  
17 place pursuant to the documents produced; (i) researching class certification and  
18 manageability in similar cases; (j) estimating and calculating potential damages for settlement  
19 purposes; (k) assisting with drafting the mediation brief and damages analysis; (l) preparing for  
20 and participating in full day of mediation; and (m) assisting with drafting, updating, and  
21 finalizing the Settlement Agreement (and exhibits).

22 11. After the exchange of relevant information and evidence, the Parties remotely  
23 participated in mediation on March 25, 2024. The mediator helped to manage the Parties'  
24 expectations and provided a useful, neutral analysis of the issues and risks to both sides.  
25 Under the auspices of the mediator, the Parties reached a settlement of this case. At all times,  
26 the negotiations were adversarial and non-collusive.

27 ///

28 ///

1           12.       Following preliminary approval, Defendant provided the Settlement Class Data  
2 to the Settlement Administrator. The Parties then reviewed and approved the preliminary  
3 calculations and Settlement Class Notice provided by the Settlement Administrator after the  
4 latter had reviewed the Settlement Class Data. Once the Settlement Class Notice was mailed to  
5 the Settlement Class Members, the Parties continued to touch base with the Settlement  
6 Administrator to stay up to date on the responses received by the Settlement Class Members.

7 **E.       Attorneys' Fees and Costs**

8           13.       Settlement Class Counsel seek attorneys' fees of \$326,250 (30% of the  
9 Settlement Amount). This percentage award is commensurate with the: (a) risks undertaken;  
10 (b) immense time, effort, and expense dedicated to this matter; (c) skill and determination  
11 displayed along with the quality of work; (d) results achieved; and (e) other cases turned down  
12 to devote time and efforts to this matter. This was not a clear-cut case because several factors  
13 made this case challenging. These factors include, among others: (i) difficulties in pinning down  
14 job responsibilities, wages paid, and meal and rest breaks taken; (ii) myriad of documents that  
15 had to be reviewed and analyzed prior to mediation; (iii) shifting wage-and-hour laws overlaid  
16 by the risks of class certification being denied; (iv) drafting and propounding the formal  
17 discovery requests and reviewing the responses; (v) coordinating with co-counsel to effectively  
18 settle this matter; and (vi) Defendant's initial resistance to the relief requested.

19           14.       I am aware the common and acceptable rate for contingency representation in  
20 wage-and-hour class action litigation is normally forty percent (40%) before trial, with the  
21 range being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).

22           15.       Justice Law Corporation incurred many hours of work in connection with this  
23 case that the fee request is also justified under a lodestar analysis. The total hours worked by  
24 Justice Law Corporation totals 206.6 hours (99.8 hours for Douglas Han and 106.8 hours for  
25 Shunt Tatavos-Gharajeh). These hours do not include the additional administrative oversight  
26 during the payment period, preparation of the final report, and reporting before the Court  
27 regarding final disbursement. Justice Law Corporation put a fair amount of work into this  
28 matter with no guarantee of being compensated.

- 1           16.     Some of the work done by Justice Law Corporation are as follows:
- 2                   a.     Locating and interviewing several putative settlement class members;
- 3                   b.     Regularly corresponding with Plaintiff about the lawsuit;
- 4                   c.     Corresponding with co-counsel about the status of the lawsuit and the next
- 5                         steps to take to move the lawsuit forward;
- 6                   d.     Drafting and propounding formal discovery requests and regularly following
- 7                         up with Defendant to provide responses;
- 8                   e.     Gathering the necessary documents to properly prepare for mediation,
- 9                         drafting the mediation brief, and attending mediation;
- 10                  f.     Reviewing, updating, and finalizing the settlement documents;
- 11                  g.     Reviewing the various orders that were issued by the Court;
- 12                  h.     Corresponding with the Settlement Administrator following preliminary
- 13                         approval to ensure there were no delays with the notice process; and
- 14                  i.     Assisting with the drafting and finalization of the Motion for Preliminary
- 15                         Approval and Motion for Final Approval.

16           17.     Based upon the total of 206.6 hours worked and utilizing reasonable hourly

17 rates commensurate with the attorneys' experience, our base lodestar fees calculation is

18 \$164,930. The hourly rates are \$850 per hour for myself and \$750 per hour for my associate

19 Shunt Tatavos-Gharajeh. These hourly rates are commensurate with our individual

20 backgrounds, background of our firm, and our training and experience in litigating class

21 actions, particularly wage-and-hour matters.

22           18.     The attorneys' fees is consistent with the market rates. Justice Law Corporation

23 have been routinely awarded at least thirty-five percent (35%) fee requests or more in similar

24 class action and representative matters throughout California. (See *Caraway v. Gar*

25 *Laboratories Inc.*, Riverside County Superior Court, Case No. CVRI2100812 [Consolidated With

26 Case No. CVRI2204893], final approval granted on October 4, 2024, granting 35% fee request;

27 *Renteria v. Camfil USA, Inc.*, Kings County Superior Court, Case No. 23CU0143, final approval

28 granted on July 19, 2024 granting 35% fee request; *Rodriguez v. Central Valley Opportunity*



1 *Center Incorporated*, Merced County Superior Court, Case No. 22CV-01358, final approval  
2 granted on May 2, 2024 granting 35% fee request; *Medrano v. G & J Heavy Haul, Inc.*, Tulare  
3 County Superior Court, Case No. VCU292423 [Consolidated With Case No. VCU292424], final  
4 approval granted on March 22, 2024 granting 35% fee request; *Salinas v. Claremont*  
5 *Retirement Management Services, Inc.*, Sacramento County Superior Court, Case No. 34-2021-  
6 00294807, final approval granted on March 1, 2024 granting 35% fee request; *Wilcox v.*  
7 *Eggleton Trucking, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2000764, final  
8 approval granted on January 16, 2024 granting 35% fee request; *Carlton v. Waxie Way, LLC, et*  
9 *al.*, San Diego County Superior Court, Case No. 37-2021-00026158-CU-OE-CTL, final approval  
10 granted on November 6, 2023 granting 35% fee request; *Park v. Brenda's LLC dba Brenda's*  
11 *French Soul Food*, San Francisco County Superior Court, Case No. CGC-22-599371, final  
12 approval granted on September 26, 2023 granting 35% fee request; *Fuentes v. Apex*  
13 *Contracting and Restoration, Inc.*, San Diego County Superior Court, Case No. 37-2022-  
14 00001417-CU-OE-CTL, final approval granted on August 23, 2023 granting 35% fee request;  
15 *Sailas v. Health-Ade LLC*, Los Angeles County Superior Court, Case No. 22TRCV00881, PAGA  
16 approval granted on July 19, 2023 granting 35% fee request; *Johnson v. Trumpet Behavioral*  
17 *Health, LLC, et al.*, Merced County Superior Court, Case No. 21CV-01505, final approval  
18 granted on May 30, 2023 granting 38% fee request; *Vargas v. Spates Fabricators, Inc.*,  
19 Riverside County Superior Court, Case No. CVRI2100462, final approval granted on April 4,  
20 2023 granting 35% fee request; *Cordova v. Jakks Pacific, Inc.*, Los Angeles County Superior  
21 Court, Case No. 22PSCV00149, PAGA approval granted December 16, 2022 granting 35% fee  
22 request; *McEathron v. Ahern Rentals, Inc.*, Alameda County Superior Court, Case No.  
23 RG17867366, final approval granted November 23, 2022 granting 35% fee request; *Schwarz v.*  
24 *TriWest Healthcare Alliance Corp.*, Sacramento County Superior Court, Case No. 34-2019-  
25 00272292-CU-OE-GDS [Consolidated with Case No. 34-2020-00283283], final approval granted  
26 on November 17, 2022 granting 35% fee request; *Flores v. Rivermaid Trading Company*, San  
27 Joaquin Superior Court, Case No. STK-CV-UOE-2020-0008623, final approval granted on  
28 October 14, 2022 granting 35% fee request; *Pelgrift v. The 21st Amendment Brewery Cafe, LLC*,

1 San Francisco County Superior Court, Case No. CGC-20-585227, final approval granted on  
2 August 4, 2022 granting 35% fee request; *Pena v. San Joaquin Supply dba Ernest Packaging*,  
3 Los Angeles County Superior Court, Case No. 19STCV43500, final approval granted on June 1,  
4 2022 granting 35% fee request; and *Salinas v. Change Healthcare Technology Enabled Services*,  
5 *LLC*, Ventura County Superior Court, Case No. 56-2020-00539300, final approval granted on  
6 January 7, 2022 granting 38% fee request.) The fee request is well within a reasonable range.

7 **F. Settlement Class Representative Service Award**

8 19. The Settlement provides for the Settlement Class Representative Service Award  
9 of \$10,000 to Plaintiff for the time and effort serving as the class representative. Plaintiff spent  
10 several hours (and days) producing relevant documents and past employment records (*e.g.*,  
11 personnel records), as well as providing the facts and evidence necessary to prove the  
12 allegations (*e.g.*, description of work experience and work environment). Plaintiff was  
13 accessible whenever needed by Settlement Class Counsel and actively tried to obtain and  
14 provide as much information as possible to benefit the Class (*e.g.*, giving the names and  
15 contact information of putative class members, discussing applicable legal theories, gathering  
16 information from putative class members). Plaintiff even assisted Settlement Class Counsel  
17 with reviewing the documents produced by Defendant and other sources, developing a  
18 strategy to obtain additional documents, determining the importance of the documents  
19 produced, and reviewing the operative complaint, Defendant's answer to the operative  
20 complaint, and formal discovery requests and responses. Plaintiff prepared for and made  
21 himself available to remotely attend mediation, provided his input on the negotiations, and  
22 reviewed and approved the Settlement Agreement (and exhibits). Plaintiff was also made  
23 aware of and accepted the risks and sacrifices associated with serving as the class  
24 representative (*e.g.*, providing a broader release, risking an adverse judgment for attorneys'  
25 fees and costs, losing a potential source of income). Overall, Plaintiff's contributions were  
26 instrumental to the eventual settlement of this matter. For these reasons, it is appropriate and  
27 just for Plaintiff to receive the Settlement Class Representative Service Award, in addition to  
28 the settlement payment, for the services on behalf of the Class Members.

1 **G. Attorneys' Costs**

2 20. Justice Law Corporation incurred \$2,687.47 in costs and litigation expenses as  
3 reflected in **Exhibit 2**. These costs and expenses were reasonable and necessary, and Justice  
4 Law Corporation incurred these costs and expenses with no guarantee of being compensated.

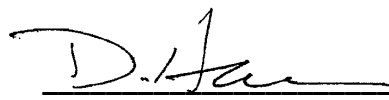
5 **H. Conclusion**

6 21. There has been no collusion or bad faith throughout the settlement process.  
7 The settlement is the result of extensive, arm's-length negotiations between experienced  
8 attorneys who are familiar with wage-and-hour class action litigation and legal and factual  
9 issues of this case. At all times, the negotiations leading to the settlement were adversarial,  
10 non-collusive, and at arm's length.

11 22. As the Settlement Class Counsel, we negotiated the settlement with the benefit  
12 of many years of prior experience and solid understanding of the facts and law of this case. We  
13 believe the settlement is fair, reasonable, adequate, and in the best interest of the Settlement  
14 Class as a whole.

15 23. Based on the knowledge and experience of attorneys who have litigated wage-  
16 and-hour class actions and evaluation of the strengths and weaknesses of this case, we believe  
17 that the settlement is a strong result under the circumstances.

18  
19 I declare that under the penalty of perjury under the laws of California the foregoing is  
20 true and correct. Executed on this 20th day of November 2024 at Pasadena, California.

21  
22   
23 Douglas Han

# **EXHIBIT 1**

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfel
Christine Arman v. Circo Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricial Alcantar et al. v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO11327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Pencia v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo

# **EXHIBIT 2**

**JUSTICE LAW CORPORATION CASE COST DETAIL**  
**Beacon Sales Acquisition, Inc. adv. King**

<u>Date</u>	<u>Pavee</u>	<u>Activity</u>	<u>Amount</u>
7/6/2022	SignNow	Attorney Services	\$ 5.00
7/7/2022	United States Postal Service	Mailing Correspondence	\$ 8.53
6/12/2023	SignNow	Attorney Services	\$ 5.00
6/19/2023	SignNow	Attorney Services	\$ 5.00
12/5/2023	SignNow	Attorney Services	\$ 5.00
12/5/2023	SignNow	Attorney Services	\$ 5.00
12/15/2023	SignNow	Attorney Services	\$ 5.00
1/8/2024	United States Postal Service	Mailing Correspondence	\$ 10.02
1/25/2024	SignNow	Attorney Services	\$ 5.00
1/25/2024	SignNow	Attorney Services	\$ 5.00
1/26/2024	SignNow	Attorney Services	\$ 5.00
1/29/2024	United States Postal Service	Mailing Correspondence	\$ 17.38
2/9/2024	United States Postal Service	Mailing Correspondence	\$ 19.88
3/4/2024	SignNow	Attorney Services	\$ 5.00
3/5/2024	SignNow	Attorney Services	\$ 5.00
3/8/2024	United States Postal Service	Mailing Correspondence	\$ 19.88
3/25/2024	Steve Festor	Mediation Fees	\$ 1,250.00
4/4/2024	General Logistics System	Mailing Correspondence	\$ 17.20
7/31/2024	United States Postal Service	Mailing Correspondence	\$ 1.73
	LexisNexis	Legal Research	\$ 1,150.00
	Justice Law Corporation (In House)	Photocopies ( 919 @ \$0.15 per page)	\$ 137.85
		<b>Total Cost</b>	<b>\$ 2,687.47</b>