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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

GUSTAVO DIAZ, an individual, on behalf of
the State of California, as a private attorney
general,

PLAINTIFF,

v.

TFORCE FINAL MILE, LLC; BEAVEX,
INC.; TFORCE LOGISTICS, LLC; TFORCE
CRITICAL; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 30-2021-01209725-CU-OE-CXC

[Case Assigned for All Purposes to Hon.
William Claster in Dept. CX104]

**SECOND SUPPLEMENTAL
DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

Date: December 10, 2021

Time: 9:00 a.m.

Dept.: CX104

Complaint Filed: July 9, 2021

Trial Date: None Scheduled

1 **SECOND SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY**

2 I, Liane Katzenstein Ly, declare as follows:

3 1. I am an attorney licensed to practice before all of the courts of the State of California.
4 I am the attorney of record for Plaintiff in the above-entitled action. I have personal knowledge of
5 the facts set forth herein, and if called upon as a witness, I could and would testify competently
6 thereto.

7 2. I make this second supplemental declaration in support of Plaintiff's Motion for
8 Approval of Representative Action in the above-captioned case.

9 3. I graduated from Florida State University in 2005 with a degree in English. I
10 graduated from University of California, Davis School of Law in 2008. I am admitted to practice
11 before the following Courts: United States District Court, Northern, Southern, Eastern, and Central
12 of California; all of California State Courts.

13 4. I have been involved in all of the settlement discussions leading to the present
14 settlement as embodied in the Settlement and Release Agreement ("Settlement Agreement"). The
15 Parties have amended the Settlement Agreement to address the Court's changes. A true and correct
16 copy of the Amended Settlement Agreement is attached hereto as Exhibit "1".

17 **LABOR CODE SECTION 2800**

18 5. Plaintiff pled the Labor Code Section 2800 claims to address the fact that the
19 aggrieved employees were responsible for all business-related expenses. Labor Code Section 2800
20 is the first statute in the Labor Code Provision entitled: "Obligations of Employer [2800 - 2810.8]."
21 The aggrieved employees paid for the use of their vehicles, mileage, cell phones, car accidents, any
22 losses related to T-Force's negligence, etc. The aggrieved employees were responsible for all
23 business expenses and absorbed all losses without indemnity from Defendants. Labor Code Section
24 2800 is commonly pled along with Labor Code Section 2802, because they all flow from the same
25 primary right. This section was in the letter to the LWDA.

26 **BILLING RECORDS**

27 6. Attached as Exhibit "2" are the un-redacted billing records for both firms.

28 ///

1 **THE COSTS**

2 7. The law firm Jose Garay, APLC, initially filed this action on January 13, 2020.
3 Subsequently, the case was removed. Upon removal, Defendant initiated the arbitration pursuant to
4 the arbitration agreement. This occurred prior to the period in which Plaintiff could amend to add
5 his PAGA claim.

6 8. Kingsley & Kingsley, APC entered the case shortly after the initiation of the
7 arbitration.

8 9. Ultimately, Kingsley & Kingsley determined it was in the State's and the aggrieved
9 employees best interest to file the PAGA claim by itself in State court. Kingsley & Kingsley, APC
10 incurred the second filing fee when it initiated this Action. State court is where Jose Garay, APLC
11 believed the case should have been heard prior to removal, and Kingsley & Kingsley agreed.

12 10. Counsel for Plaintiff and the aggrieved employees determined it was worth the
13 additional filing fee to have the PAGA action heard in Orange County Superior Court. At all times,
14 Counsel acted in the best interest of the State and aggrieved employees in incurring costs.

15 11. Additionally, with the filing of this second supplemental declaration, Kingsley &
16 Kingsley will have incurred \$6,271.24 in costs. There will likely be a supplemental declaration filed
17 with this Court to inform the Court about the status of funding of this Settlement if approved. As
18 such, Kingsley & Kingsley will likely incur upwards of \$7,000.00 in costs by the time this case is
19 closed. A true and correct copy of Kingsley & Kingsley's cost ledger is attached hereto as Exhibit
20 "3".

21 **CLASS NOTICE**

22 12. The retaliation language has been included in the Class Notice in bold in the second
23 to last paragraph. A true and correct redlined copy of the Class Notice indicating this revision is
24 attached hereto as Exhibit "4" for ease of review by the Court and a clean and final copy of the Class
25 Notice incorporating the change is attached hereto as Exhibit "5".

26 13. The Parties do not believe that the class notice should be translated into any other
27 language as the most common language amongst the aggrieved employees is English.

28 ///

1 **SUBMISSION TO THE LWDA**

2 14. As with Plaintiff's Motion for Approval of Representative Action Settlement and
3 supplemental declaration, this second supplemental declaration and all Exhibits and supporting
4 documents thereto is also being submitted to the LWDA. A true and correct copy of the proof of
5 submission of this supplemental fling to the LWDA is attached hereto as Exhibit "6".

6 **EXHIBITS**

7 15. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed
8 Amended Settlement Agreement and Release.

9 16. Attached hereto as Exhibit "2" is a true and correct copy of Kingsley & Kingsley's
10 and Jose Garay APLC's unredacted billing records, respectively.

11 17. Attached hereto as Exhibit "3" is a true and correct copy of Kingsley & Kingsley's
12 cost ledger.

13 18. Attached hereto as Exhibit "4" is a true and correct copy of the redlined Class Notice
14 for ease of the Court's review.

15 19. Attached hereto as Exhibit "5" is a true and correct copy of the clean Class Notice.

16 20. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission
17 of this second supplemental declaration and all exhibits and supporting documents thereto to the
18 LWDA.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct.

21 This second supplemental declaration was executed this 1st day of December, 2021, in Los
22 Angeles, California.

23 
24 _____
Liane Katzenstein Ly

EXHIBIT "1"

SETTLEMENT AND RELEASE

This SETTLEMENT AND RELEASE is made and entered into by and between Plaintiff Gustavo Diaz (“Plaintiff”), an individual, on behalf of the State of California, as a private attorney general, on the one hand, and Defendants TForce Final Mile, LLC; TForce Logistics, LLC; TForce Critical (“Defendants” or “TForce”) (collectively “the Parties”), on the other hand.

This SETTLEMENT AND RELEASE agreement shall be binding on Plaintiff and the PAGA Participants (as defined below) whom Plaintiff purports to represent and on Defendants and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendants, subject to the terms and conditions hereof and the approval of the Court.

REPRESENTATIONS AND DEFINITIONS

1. “PAGA Participants” or singularly “PAGA Participant” shall mean and refer to: Plaintiff and all other persons who had previously contracted to transport goods within the State of California under one or more contracts with BeavEx Incorporated and/or JNJW Enterprises, Inc (dba Conejo Courier & Cartage) and who performed deliveries under those contracts between April 25, 2019 and January 2, 2020 (both dates inclusive) after they were assumed by one or more of the defendants, but who were *not* classified as employees during that period.
2. “Counsel for Defendants” shall refer to Steven C. Rice of Marron Lawyers.
3. “Court” refers to the Orange County Superior Court.
4. “Covered Claims” shall mean: any and all claims, demands, rights, liabilities, and/or causes of action for PAGA penalties pursuant to Labor Code Section 2699, for violation of Labor Code §§ 201-204, 206, 210, 226, 226.2, 226.7, 226.8, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802 (*i.e.*, all claims made in the letter sent by Plaintiffs’ counsel to the Labor and Workforce Development Agency, on January 8, 2020, as prerequisite for this claim).
5. “Covered Period” shall mean and refer to the period from April 25, 2019 to January 2, 2020, both dates inclusive.
6. “Defendants” shall mean and refer to TForce Final Mile, LLC; TForce Logistics, LLC; and

TForce Critical.

7. “Eligible Pay Periods” shall mean and refer to the total number of pay periods that each PAGA Participant received payment for services from any Defendant during the Covered Period.

8. “Effective Date” will be the date the Court has signed and entered the Approval Stipulation and Order Thereon or the Final Judgment (as defined below), whichever is sooner.

9. “Lawsuit” refers to the civil action filed in the Superior Court of the State of California for the County of Orange, entitled Gustavo Diaz, an individual, on behalf of the State of California, as a private attorney general, Plaintiff v. TForce Final Mile, LLC; TForce Logistics, LLC; TForce Critical, and Does 1 thru 50, inclusive, Defendants, Plaintiff will file within ten (10) days of the full execution of this agreement.

10. “LWDA” refers to the California Labor and Workforce Development Agency.

11. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code §2699 et seq.

12. “PAGA Counsel” shall refer to Eric B. Kingsley and Liane Katzenstein Ly of KINGSLEY & KINGSLEY APC.

13. “Plaintiff” refers to Named Plaintiff Gustavo Diaz.

14. “Parties” shall collectively refer to Plaintiff and Defendants.

15. “Settlement” or “Settlement Agreement” shall mean the terms and conditions as set forth in this SETTLEMENT AND RELEASE agreement.

16. “Settlement Administrator” shall mean and refer to ILYM Group, Inc.

NATURE OF ACTION

17. On January 13, 2020, Plaintiff, individually and on behalf of all others similarly situated, filed a Class Action Complaint in the Superior Court for the State of California, County of Los Angeles, Case Number 20STCV01403 (the “State Action”) for (1) Failure to Pay Minimum Wages and Overtime; (2) Failure to Provide Meal and Rest Periods; (3) Failure to Timely Pay Wages Each Pay Period; (4) Failure to Reimburse Expenses; (5) Failure to Provide Accurate Itemized Wage Statements; and (6) Violation of the Unfair Competition Law pursuant to §§ 201, 202, 203, 226(a), 226.2, 226.7, 226.8, 510, 512, 1194, 1194.2, and 2802. Plaintiff has alleged that this underlying conduct gives rise to a claim pursuant to Labor Code §2699, et seq.

18. On February 14, 2020, Defendants filed a Notice of Removal, removing the State Action in the Superior Court of the State of California for the County of Los Angeles to the United States District Court for the Central District of California – Western Division, Case Number 2:20-cv-01521 JAK (AGR_x).

19. Subsequently, Defendant requested that Plaintiff's *individual* claims proceed in arbitration pursuant to an arbitration agreement signed by both Parties.

20. The Parties stayed the federal action, and Defendant initiated arbitration.

21. The Parties moved forward in arbitration, stayed the federal action, and entered into a tolling agreement as to the PAGA claim that had not yet been filed in the federal action.

22. Thereafter, the Parties attended mediation with Hon. Stephen J. Sundvold (Ret.) on February 17, 2021, and a settlement was reached.

23. The Individual Action is in arbitration in front of Emily R. Boyle, Esq. ("Arbitration"), and has been settled.

24. The Parties entered into a tolling agreement and as part of this Settlement, the representative action will be filed in Orange County Superior Court within ten (10) days of the full execution of this Agreement ("the PAGA Action").

25. PAGA Counsel considered the following facts and arguments in determining that the Settlement was fair and reasonable: Plaintiff believed that Defendants may persuasively argue that the Court should exercise its discretion under PAGA to significantly reduce or altogether waive any penalties under PAGA. Pursuant to Labor Code §226.3, the Labor Commissioner has the discretion to "decide not to penalize an employer for a first violation when that violation was due to ... inadvertent mistake." And in accordance with PAGA, the court in a PAGA action has the same discretion "to assess a civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (Labor Code § 2699(e)(1) and (e)(2)). In addition, Defendants have presented evidence and argument which they believe would be sufficient to establish non-employee status of plaintiff and the PAGA Participants, showing lack of control by Defendants over the work environment of the PAGA Participants, establishing that the PAGA

Participants (including Plaintiff) operated as bona fide independent businesses, and further establishing that the PAGA Participants did not operate in the same business as the Defendants. In light of these arguments and the potential risks on the merits and manageability of the PAGA claims, PAGA Counsel determined that the Settlement was fair and reasonable.

26. This Settlement relates solely to the PAGA claim on behalf of all PAGA Participants whom Plaintiff purports to represent in the Lawsuit.

27. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, denies liability for the Covered Claims, and further denies that this action is appropriate for representative treatment for any purpose other than settling this Lawsuit. Defendants contend, among other things, that it has complied at all times with the California *Labor Code*, the related California Wage Orders and the California Business & Professions Code, all other state and federal wage laws, and further contend that each PAGA Participant (including Plaintiff) was, throughout the Covered Period, properly classified and properly paid, and that the Lawsuit is without merit. Defendants have denied and continue to deny each and every material factual allegation and alleged claim asserted against them in the Lawsuit.

28. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing herein shall constitute an admission by Defendants that the Lawsuit was properly brought as a class or representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of either Defendants or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendants' right to compel arbitration of

any dispute with PAGA Participants that is not the subject of the releases in the Settlement.

29. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

30. Plaintiff and PAGA Counsel have diligently pursued an investigation of the PAGA Participants' claims against Defendants.

31. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and is in the best interests of Plaintiff, the PAGA Participants, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the PAGA Participants and that the settlement for each PAGA Participant is fair, reasonable, and adequate given the inherent risk of litigation.

32. The purpose of this Settlement is to settle and compromise the Lawsuit, all Covered Claims by Plaintiff and the PAGA Participants that Plaintiff and the PAGA Participants have against Defendants and the Releasees (as defined below).

TERMS OF SETTLEMENT

33. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of himself, the State of California, and all PAGA Participants, and Defendants agree to settle and compromise the Lawsuit and the Covered Claims.

The Amount of Settlement

34. As consideration for the settlement described herein and the release contained in this Settlement, Defendants agree to pay a total settlement of \$225,000.00 ("Gross PAGA Settlement"). The Gross PAGA Settlement will include:

- a) \$2,500.00 litigation enhancement to Plaintiff; and
- b) Settlement Administrator costs of \$7,500.00; and

- c) PAGA Counsel will request Court approval of a 33.33% fee in the amount of \$75,000.00 and cost reimbursement of up to \$8,000.00; and
- d) \$132,000.00 allocated as “PAGA Penalties” to be split between the LWDA and the PAGA Participants as required by Labor Code §2699(i) with \$99,000.00 (75%) going to the LWDA and \$33,000.00 (25%) going to the PAGA Participants.

35. Except as provided in paragraph 68 and 69 herein, under no Circumstances will the total amount of the Gross PAGA Settlement exceed \$225,000.00.

Allocation and Calculation of the PAGA Penalties.

36. Each PAGA Participant shall receive a portion of the Gross PAGA Settlement on a pro-rata basis. The actual amount paid will be calculated through a two-step process. First, the \$132,000.00 allocated as “PAGA Penalties” will be divided by the total number of Eligible Pay Periods paid by Defendants to all PAGA Participants during the Covered Period (the “Pay Period Amount”) and then the Pay Period Amount will be multiplied by the number of Eligible Pay Periods worked by the individual PAGA Participant as determined by the Settlement Administrator. The resulting number is the “Individual PAGA Payment.” Second, once the total Individual PAGA Payment is calculated, 75% of the Individual PAGA Payment will be paid to the LWDA as is required by PAGA. The remaining amount, which is 25% of the Individual PAGA Payment, shall be paid to the PAGA Participants in the form of a payment check (“Individual Settlement Check”).

PAGA Counsel’s Fees and Costs.

37. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of 33.33% of Plaintiff’s representative and individual payments, which is \$75,000.00 and cost reimbursement of already-incurred costs of up to \$8,000.00. Any attorneys’ fees and costs awarded to PAGA Counsel, hereinafter referred to as “PAGA Counsel Fees & Costs,” shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit.

38. Should PAGA Counsel request a lesser amount for attorneys’ fees and costs and/or the court approve a lesser amount, the difference shall be divided among the participating PAGA Participants pursuant to the allocation described above.

39. Payment of PAGA Counsel Fees and Costs will be reflected in a Form 1099 to PAGA Counsel

who shall assume full responsibility and liability for the payment of taxes due on such payments.

Tax Treatment of Individual Settlement Checks to PAGA Participants.

40. The Parties agree that Individual Settlement Checks sent to PAGA Participants will be characterized 100% as penalties and Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendants and that neither Defendants nor Counsel for Defendants have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement. The Gross PAGA Settlement and any Individual Settlement Check paid to Plaintiff and the PAGA Participants pursuant to this Settlement are not intended to count as earnings by Plaintiff or the PAGA Participants.

RELEASE

Release By All PAGA Participants.

41. Upon the final approval by the Court of this Settlement, each PAGA Participant (including Plaintiff), shall, for the Covered Period, fully release and forever discharge Defendants, BeavEx Incorporated, and JNJW Enterprises, Inc., as well as their respective present, future and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including any individual or entity that could alleged to be jointly liable with Defendants (the foregoing are collectively referred to hereafter as the "Releasees") from the Covered Claims, from all claims that were asserted or could have been asserted based on the facts alleged in the Lawsuit, and from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted pursuant to Labor Code §2699 for violation of Labor Code §§ 201-204, 210, 226, 226.2, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802 based on the facts alleged in the Lawsuit. Notwithstanding the above, this Release is limited to PAGA claims based on Labor Code violations that were pled in the complaint or could have been pled based on the facts alleged therein. This Release does not apply to substantive (non-PAGA) Labor Code claims, nor does it apply to release PAGA claims that could not have been pled based on the factual allegations of the complaint.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

42. The Parties recognize in accordance with Labor Code §2699(l)(2) that Court approval is required in the event of any settlement of a PAGA action [“The superior court shall review and approve any settlement of any civil action filed pursuant to this part.”]. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for primary or final approval. Instead, in order to comply with the requirements of Labor Code §2699, promptly upon execution of this Settlement, Plaintiff shall file a motion for approval of the Settlement with the Court identifying the key terms of the Settlement and requesting that the Court approve the PAGA Penalties provided for in this Settlement Agreement (“Approval Stipulation”). The Parties shall concurrently apply to the Court for the entry of an order approving the PAGA Penalties provided for in this Settlement.

43. At the same time the Parties submit the Motion for Approval and order thereon, Plaintiff shall submit a Proposed Final Judgment in the amount of \$225,000.00 which requests that the Court: (1) enter judgment in the Lawsuit and permanently bar all members of the PAGA Participants from prosecuting any of the Covered Claims released in this Settlement against Defendants and the Releasees; and (2) waive all rights to appeal.

44. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court’s questions or concerns and resubmit the Motion for Approval. If, after the Parties make a second attempt to obtain approval of the terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, (a) the Court fails to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys’ fees or costs requested and/or the allocation or distribution of the Gross PAGA Settlement), or (b) the Court’s approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Settlement shall be considered null and void; (ii) neither this Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Invalidity of any material portion of this Settlement, except for the amount of attorneys’ fees and costs, shall invalidate this Settlement in its entirety.

unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

**DUTIES AFTER COURT APPROVAL AND ADMINISTRATION
OF THE SETTLEMENT**

45. Within thirty (30) calendar days after the Effective Date, Defendants will compile and send a list of all PAGA Participants to the Settlement Administrator containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as a PAGA Participant during the Covered Period; and (4) social security number, *if known* (“Group List”). The format and transmittal of the list shall be in a format reasonably requested by the Settlement Administrator.

46. Within thirty (30) calendar days after the Effective Date, Defendants shall transmit the entire Gross PAGA Settlement due under this Agreement to the Settlement Administrator. All obligations of Defendants under this Agreement shall be deemed satisfied upon such transmittal. The Settlement Administrator shall release the PAGA Counsel Fees & Costs to PAGA Counsel upon receipt of the Gross PAGA Settlement.

47. Within three (3) days of receipt of the Group List, the Settlement Administrator shall send an email to the Parties confirming receipt of the Group List and indicating the number of PAGA Participants and the number of Eligible Pay Periods included in the data.

48. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall run all the addresses provided in the Group List through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

49. Within forty-five (45) calendar days after the Effective Date, the Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Check to the last known address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that a PAGA Participant’s Individual Settlement Check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check, shall be conclusively determined according to the records of the Settlement Administrator.

50. A letter approved by the Parties in advance of Plaintiff filing the Approval Stipulation explaining this Settlement will be included in the mailing of each PAGA Participant's Individual Settlement Check. The letter will notify all PAGA Participants of the binding nature of the release and the Parties agree that such shall have the same force and effect as if this Settlement were executed by each PAGA Participants. (See Exhibit "A" hereto).

51. Settlement Administrator shall ensure that 75% of each participating PAGA Participant's Individual Gross PAGA Settlement is paid to the LWDA.

52. Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the Controller's Office Unclaimed Property Fund in the name of the PAGA Participants who did not cash their checks.

PARTIES' AUTHORITY

53. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

MUTUAL FULL COOPERATION

54. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, PAGA Counsel shall, with the assistance and cooperation of Defendants and its counsel, take all necessary steps to secure the approval of this Settlement from the Court.

NO PRIOR ASSIGNMENTS

55. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

NO ADMISSION

56. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense.

NON-EVIDENTIARY USE

57. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Releasees in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to establish that a PAGA Participant has resolved any of his/her claims released through this Agreement.

ATTORNEYS' FEES, COSTS AND EXPENSES

58. Except as specifically set forth herein, each party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Stipulation.

CONSTRUCTION

59. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendants regarding actual or potential PAGA claims asserted by Plaintiff against Releasees. Excluding the Arbitration and Confidentiality Agreements executed by Plaintiff with Defendants, both of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, no other agreement, statement, or promise made by one Party to another as to any claims addressed in this

Agreement shall be binding or valid.

CAPTIONS AND INTERPRETATIONS

60. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

MODIFICATION

61. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

MISCELLANEOUS

62. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and Plaintiff's released claims, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

63. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

64. This Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

65. Upon full execution of this Agreement, the Parties agree that based upon Code of Civil Procedure §583.310 ("the 5 year rule"), the Lawsuit shall be stayed in its entirety except for the submission of documents needed to obtain approval of the PAGA Penalties provided for in this Settlement. Should the Court fail to grant approval of this Settlement, the stay will be lifted five (5) days thereafter and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

66. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of

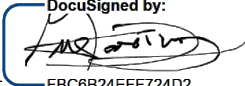
Civil Procedure §664.6 of this action over all Parties and PAGA Participants to interpret and enforce the terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable.

67. It was represented to Plaintiff that there were a maximum of 1390 Eligible Pay Periods at issue. As detailed in Paragraph 48 above, upon receipt of the Group List, the Settlement Administrator shall confirm to Plaintiff that the data is consistent with the terms of this Settlement Agreement. To the extent the number of itemized wage statements at issue increases beyond 1390 by more than 5%, Defendants shall have the option to increase the Gross PAGA Settlement by a proportionate amount. If Defendants fails to increase the Gross PAGA Settlement proportionately, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

68. It was represented to Plaintiff that there are 45 PAGA Participants in regard to this settlement. As detailed in paragraph 48 above, upon receipt of the Group List, the Settlement Administrator shall confirm to Plaintiff that the data is consistent with the terms of this Settlement Agreement. To the extent the number of PAGA Participants increases beyond that number to the point that it will result in an increase of the cost of claims administration beyond the amount that has been approved by the Court, Defendants shall separately bear the increased cost of claims administration outside of the Gross PAGA Settlement. If Defendants fails to remit payment of the increased cost of claims administration, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

I HAVE READ THE FOREGOING SETTLEMENT AND RELEASE. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

DATED: October 27, 2021

By: 
FBC6B24EFF724D2...
GUSTAVO DIAZ

67. It was represented to Plaintiff that there were a maximum of 1390 Eligible Pay Periods at issue. As detailed in Paragraph 48 above, upon receipt of the Group List, the Settlement Administrator shall confirm to Plaintiff that the data is consistent with the terms of this Settlement Agreement. To the extent the number of itemized wage statements at issue increases beyond 1390 by more than 5%, Defendants shall have the option to increase the Gross PAGA Settlement by a proportionate amount. If Defendants fails to increase the Gross PAGA Settlement proportionately, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

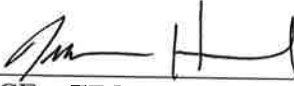
68. It was represented to Plaintiff that there are 45 PAGA Participants in regard to this settlement. As detailed in paragraph 48 above, upon receipt of the Group List, the Settlement Administrator shall confirm to Plaintiff that the data is consistent with the terms of this Settlement Agreement. To the extent the number of PAGA Participants increases beyond that number to the point that it will result in an increase of the cost of claims administration beyond the amount that has been approved by the Court, Defendants shall separately bear the increased cost of claims administration outside of the Gross PAGA Settlement. If Defendants fails to remit payment of the increased cost of claims administration, Plaintiff shall have the right to terminate this Agreement and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be null and void.

I HAVE READ THE FOREGOING SETTLEMENT AND RELEASE. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

DATED: _____

By: _____
GUSTAVO DIAZ

DATED: 10/27/21

By:  _____
TFORCE FINAL MILE, LLC; TFORCE LOGISTICS, LLC

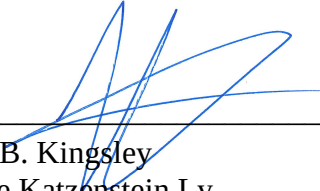
DATED: _____

By: _____
TFORCE FINAL MILE, LLC; TFORCE LOGISTICS, LLC

APPROVED AS TO FORM AND CONTENT:

DATED: October 26, 2021

KINGSLEY & KINGSLEY APC

By:  _____
Eric B. Kingsley
Liane Katzenstein Ly
Attorneys for Plaintiff and the PAGA Participants

DATED: _____

MARRON LAWYERS, APC

By: _____
Steven C. Rice
Attorneys for Defendants TFORCE FINAL
MILE, LLC and TFORCE LOGISTICS,
LLC

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re: *Gustavo Diaz, an individual on behalf of the State of California, as a private attorney general, Plaintiff v. TForce Final Mile, LLC; Beavex Incorporated; TForce Logistics, LLC; TForce Critical, and Does 1 thru 50, inclusive, Defendants*, Orange County Superior Court, Case No. XX filed on XX.

[Settlement Administrator's info]

Dear Beavex and/or JNJW Enterprises, Inc. Contractor:

A settlement was reached between Plaintiff Gustavo Diaz (“Plaintiff”) and Defendants TForce Final Mile, LLC; TForce Logistics, LLC; and TForce Critical (“Defendants”) (collectively “the Parties”). On XXXX, the Court issued an Order approving settlement of the claim Plaintiff brought against Defendants pursuant to the Private Attorneys General Act of 2004 (“PAGA”) alleging failure to pay minimum wages and overtime, failure to provide meal and rest periods, failure to timely pay wages each pay period, failure to reimburse expenses, failure to provide accurate itemized wage statements, and violation of state labor laws and unfair competition law. These allegations stem from Plaintiff’s position that he and the other aggrieved employees were misclassified as independent contractors by Defendants and should have been classified as employees. Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

After accounting for Court approved deductions from the Settlement amount for things such as attorney’s fees and costs, administration of the settlement and a payment to Plaintiff for his work in bringing the lawsuit, the remainder is \$132,000.00. Of the remainder, the law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$99,000.00 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$33,000.00 (25% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as: Plaintiff and all persons who were contracted with BeavEx Incorporated and/or with JNJW Enterprises, Inc. to deliver goods in the State of California and who delivered goods under such contracts between April 25, 2019 and January 2, 2020 (hereafter “PAGA Participants” or individually “PAGA Participant”).

The settlement and enclosed check represents your pro-rata share of the penalties and is based on a formula that took into account the total number of wage statements that were issued to you in relation to the number of wage statements issued to all eligible contractors during the time period from April 25, 2019 to January 2, 2020.

This settlement releases TForce, Beavex, Inc., and JNJW Enterprises, Inc., from any and all claims that otherwise might have been brought, by you or the state of California, for PAGA penalties pursuant to Labor Code Section 2699 for violation of §§ 201-204, 210, 226, 226.2, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, based on the facts alleged in the Lawsuit. Notwithstanding the above, this Release is limited to PAGA claims based on Labor Code violations that were pled in the complaint or could have been pled based on the facts alleged therein. This Release does not apply to

substantive (non-PAGA) Labor Code claims, nor does it apply to release PAGA claims that could not have been pled based on the factual allegations of the complaint.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Property Fund administered by the California Division of Labor Standards Enforcement in the name of the PAGA Participant who did not cash the check within 180 days.

Defendants will not retaliate against you in any way for cashing your settlement checks.

If you have any questions concerning this Settlement, please contact ILYM Group, Inc. at XXXX.

EXHIBIT "2"

KINGSLEY & KINGSLEY APC

Date	Timekeeper	Client	Matter Id	Matter	Description	Hours		Hours	Rate	Total
3/20/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	investigate claims and discussions w/ Jose re: new case	1				
3/20/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mail w/ LKL re: new misclass case and discussion re: same	0.6	Attorney: Eric Kingsley	22.40	\$850.00	19,040.00
3/20/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	discussed new case w/ EBK and e-mail re: same	0.6	Liane Katzenstein Ly	43.40	\$625.00	27,125.00
3/23/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev client docs and researched entity	1.2	David Penner	14.50	\$400.00	5,800.00
3/26/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	spoke to LKL re: strategy on case	0.6	Zachary Greenberg	9.00	\$375.00	3,375.00
3/26/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call w/ client	0.5	Total:	89.3		55,340.00
3/26/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	discussed issues w/ EBK and rec docs	0.6				
3/26/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	drafted fee sharing agmt and e-mails re: sigs	0.6				
4/7/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	discussion with oppo counsel and LKL	0.4				
4/7/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call w/ opp counsel and EBK re: theory of case	0.4				
4/10/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	spoke to EBK re: going forward	0.2				
4/10/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	discussion with LKL	0.2				
4/14/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev stip and tolling and e-mails re: Same	0.7				
4/15/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev stip and tolling	0.5				
4/15/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re case issues and complaint	0.1				
4/15/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re tolling agreement	0.1				
4/16/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails w/ all counsel re: stip and tolling	0.2				
4/27/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review fully executed tolling agreement	0.1				
4/27/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev and edited comp	1.5				
5/4/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	spoke to opp counsel re: deadlines in arb and e-mails re: same	0.4				
5/4/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev and edited comp	1				
5/12/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from LKL re complaint	0.1				
5/13/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: arb setting	0.2				
5/13/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review notice of apointment	0.1				
5/14/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mailed EBK re: status update	0.2				
5/14/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re case issues	0.2				
6/1/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review notice of hearing	0.1				
6/1/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review answer	0.1				
6/18/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails w/ arb re: changing claimant and resp	0.2				
6/24/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call from def atty	0.1				
6/24/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	docs from AAA	0.1				
6/25/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from jose	0.1				
6/25/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email letter re fees owed	0.1				
6/30/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call from steve	0.2				
6/30/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	text from jose	0.2				
6/30/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from steve	0.1				
7/13/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call from jose	0.5				
7/13/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	emailf rom david Garay	0.2				
7/21/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email to from david.	0.1				
8/3/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	spoke to client and drafted disc	0.7				
9/1/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev disc to go out and made changes	0.9				
9/4/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call to def atty	0.3				
9/8/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from to jose re settlement	0.1				
9/8/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev letter from Defendant	0.3				
9/8/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call from jose	0.2				
9/8/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call to from rice	0.2				
9/8/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	discussion with rice	0.2				
9/8/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	letter from def atty	0.3				
9/8/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email to cocounsel	0.2				
9/9/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	talk to LKL	0.4				
9/9/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	discussed sett demand w/ eBK	0.4				
9/14/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review letter	0.1				
9/14/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review email from rice	0.1				
9/14/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	texts to from j garay re offers	0.2				
9/23/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call from rice	0.2				
9/23/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email follow up	0.1				
9/24/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: disc responses	0.2				
10/15/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email rec ase issues	0.1				

KINGSLEY & KINGSLEY APC

Date	Timekeeper	Client	Matter Id	Matter	Description	Hours
10/22/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from cocounsel	0.1
10/23/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Review all discovery responses from TForce. Prepare to draft meet an	1.5
10/23/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: disc	0.2
10/23/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re stip and stay	0.1
10/26/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Research privacy line of cases under the California Constitution (Adan	0.8
10/26/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Draft first draft of meet and confer for Respondent's failure to properl	1.7
10/27/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Research case law and statutory authority for Respondent's unwillingr	0.8
10/27/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Research re: Respondent's failure to answer Requests for Production I	0.7
10/27/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Finish second draft of meet and confer regarding Respondent's discov	1.7
10/28/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Review partner's feedback and suggested changes. Incorporate additi	1.3
10/30/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev meet and confer letter and made changes	0.5
11/5/2020	ZG	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Update final meet and confer. Create task in Asana and coordinate wi	0.5
11/9/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review meet and confer	0.1
11/17/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	draft demand	0.5
11/19/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review meet and confer response	0.2
11/23/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call with def atty	0.8
12/4/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from case issues	0.1
12/9/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from steve rice	0.1
12/11/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev D's disc responses	0.7
12/21/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from lkl	0.1
12/21/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	spoke to opp counsel re: arb issues and med and e-mails re: same	0.5
12/28/2020	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev and edited joint report and e-mails re; same	0.5
12/28/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from LKL	0.1
12/29/2020	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review 3rd report	0.3
1/4/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review invoice paid	0.1
1/5/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: arb hearing and call w/ opp counsel re: same	0.2
1/12/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Discuss case at meeting	0.2
1/13/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re dates	0.1
1/19/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Discuss case at meeting	0.1
1/27/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Prepare mediation brief	3
1/28/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Further prepare mediation brief	3
1/29/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Further prepare mediation brief	2
2/1/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev and edit med brief	1
2/1/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Review and revise mediation brief	2
2/2/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re hearing	0.1
2/2/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Finalize and send mediation brief to co-counsel and discuss mediation	1.5
2/2/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Discuss case at meeting	0.1
2/8/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Follow up with co-counsel regarding mediation brief	0.1
2/9/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	edited med brief and prepped for service	2
2/9/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Review and revise mediation brief to be finalized and sent.	2
2/10/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Final review and send mediation brief	0.4
2/17/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	medaition	8.3
2/17/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	mediation	8.3
2/23/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email from rice re settlement	0.2
2/23/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev MOU and e-mails w/ opp counsel re: long forms	0.8
2/26/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: mou	0.3
3/2/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	handled issues w/ MOU	0.7
3/15/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev and edited sett agreements and drafted PAGA comp for OC	2.5
3/16/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	emails re settlement agreement	0.1
3/16/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	call from Jose	0.1
4/13/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mailed opp counsel re: update	0.2
4/26/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mailed opp counsel re: sett	0.2
5/4/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: sett edits	0.3
5/4/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	email re status of docs	0.1
5/19/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	finalized sett agmt	0.5
5/20/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	finalized agreements and e-mails r: SAME	1
5/27/2021	DP	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	Discuss case at team meeting	0.1
5/27/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	comm w/ co counse re: signing agreement	0.3
6/28/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mailed opp counsel re: comp	0.3

KINGSLEY & KINGSLEY APC

Date	Timekeeper	Client	Matter Id	Matter	Description	Hours
7/6/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails w/ opp counsel re: status	0.2
7/7/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev comp and made D's edits	0.5
7/8/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: sett checks	0.2
7/9/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: problem w/ PaGA filing and handled issue	0.8
7/9/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	emails re rejection notice from court	0.2
7/12/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: indiv sett payment	0.7
7/14/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails re: PGA filing	0.2
7/14/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	drafted PAGA approval motion and e-mailed over	2.6
7/30/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review minute order	0.1
8/2/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	filed docs	0.5
8/4/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review minute order	0.1
8/10/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev d edits to approval motn	0.8
8/10/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev and edited joint report and e-mails re: same	0.3
8/11/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review invoice from one legal	0.1
8/11/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	drafted report for federal case	0.5
8/11/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review order	0.1
8/12/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	e-mails w/ EBK re: fed filing	0.2
8/17/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	rev PAGA approval motion	0.8
9/6/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review invoice from one legal	0.1
9/6/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review invoice from one legal	0.1
9/6/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review invoice from one legal	0.1
9/7/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	followed up on CMC	0.3
9/8/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review invoice from one Legal.	0.1
9/10/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review minute order	0.1
9/23/2021	Eric Kingsley	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	review Cluster order	0.4
9/24/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	reviewed TR, made changes and e-mails w/ opp counsel re: changes	1.5
9/29/2021	Liane Katzenstein Ly	Diaz, Gustavo	40.09	TForce adv. Diaz, Gustavo	drafted supp dec for approval	2

Jose Garay, APLC
Jose Garay, Esq.
Hourly Rate: \$850

DATE	SUBJECT	TIME
5/9/2019	Confer with client	0.9
	Confer internally re: case	0.3
	Research re: defendants	0.5
	Review and analyze correspondences, pleadings, related cases, documents, and evidence	1.4
	Draft client correspondence	0.5
5/16/2019	Confer internally re: case	0.9
	Review and analyze correspondences, pleadings, and related cases	1.1
5/22/2019	Confer with client	0.4
6/4/2019	Confer with client	0.7
	Review and analyze correspondences, facts, and evidence	0.4
6/6/2019	Review and analyze correspondences, facts, and evidence	0.5
	Confer internally re: case	0.3
6/11/2019	Confer with client	0.8
	Confer internally re: case	0.4
6/24/2019	Review and analyze correspondences	0.3
	Confer internally re: case	0.3
7/3/2019	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
7/9/2019	Confer internally re: case	0.2
7/10/2019	Review and analyze correspondences	0.2
	Confer internally re: case	0.4
7/12/2019	Review and analyze correspondences	0.2
	Confer internally re: case	0.5
7/20/2019	Review and analyze correspondences	0.2
9/10/2019	Confer with client	0.6
	Confer internally re: case	0.3
11/13/2019	Research re: claims	0.3
	Confer internally re: case	0.2
11/17/2019	Research re: defendants	0.5
	Review and analyze correspondences and research results	0.4
12/11/2019	Draft client correspondences	0.7
	Review and analyze correspondences and documents	0.6
	Confer internally re: case	0.2
12/12/2019	Review and analyze correspondences and documents	0.3
1/7/2020	Research re: claims and authority	0.9
	Confer with client	1.1
1/8/2020	Draft PAGA Notice	3.2
	Research re: PAGA and defendants	1.3
	Review and analyze correspondences, research results, and related cases	0.9

1/13/2020	Draft correspondence to LWDA	0.5
	Draft summons, class action complaint, civil case cover sheet and addendum; file re: same	5.3
	Review and analyze correspondences, facts, pleadings, and evidence	1.4
	Confer internally re: case	0.2
1/15/2020	Review and analyze correspondences	0.3
1/23/2020	Review and analyze correspondences and research results	0.4
2/6/2020	Confer internally re: case	0.2
2/7/2020	Review and analyze correspondences and facts	0.4
2/13/2020	Review and analyze correspondences	0.2
2/18/2020	Review and analyze correspondences and pleadings	1.1
2/19/2020	Review and analyze correspondences and pleadings	0.9
	Confer internally re: case	0.4
2/20/2020	Review and analyze correspondences and pleadings	0.6
2/21/2020	Review and analyze correspondences and pleadings	0.4
2/25/2020	Review and analyze correspondences	0.3
	Confer internally re: case	0.4
	Confer with defense re: case	0.2
	Review and analyze correspondences and arbitration agreement	0.7
2/26/2020	Confer with defense re: case	0.4
	Confer internally re: case	0.5
2/27/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.3
2/28/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
3/3/2020	Review and analyze correspondences and pleadings	0.4
3/4/2020	Review and analyze correspondences	0.2
3/6/2020	Draft stipulation and proposed order	0.9
	Review and analyze correspondence	0.2
3/9/2020	Revise stipulation and proposed order	0.5
	Research re: procedure	0.6
	Review and analyze correspondences, case status, and docket	0.4
	Confer with defense re: case	0.3
	Confer internally re: case	0.6
3/10/2020	Draft PAGA Complaint	2.4
	Research re: PAGA	0.5
	Review and analyze correspondences and drafts	0.4
3/11/2020	Review and analyze correspondences and pleadings	0.5
3/12/2020	Review and analyze correspondence	0.4
	Confer with defense re: case	0.3
	Confer internally re: case	0.4
3/13/2020	Research re: procedure	0.8
	Review and analyze correspondence	0.2

3/19/2020	Review and analyze correspondences, pleadings, and drafts	0.6
	Confer with E. Kingsley re: case and arbitration agreement	0.4
	Confer internally re: case	0.3
3/20/2020	Review and analyze correspondences	0.3
	Review and analyze correspondences, pleadings, and case	
3/24/2020	status	0.6
	Confer internally re: case	0.4
	Confer with defense re: case	0.2
3/25/2020	Confer with E. Kingsley re: case	0.2
3/26/2020	Review and analyze correspondences	0.2
3/28/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
4/3/2020	Review and analyze correspondences and agreements	0.5
	Confer with E. Kingsley re: case	0.3
4/6/2020	Review and analyze correspondences and documents	0.4
	Confer with E. Kingsley re: case	0.2
	Review and analyze correspondences and arbitration	
4/9/2020	procedures	0.6
4/10/2020	Review and analyze correspondences	0.2
	Confer with E. Kingsley re: case	0.2
4/13/2020	Review and analyze correspondences	0.3
	Confer with E. Kingsley re: case	0.3
4/14/2020	Review and analyze correspondences	0.3
	Confer with E. Kingsley re: case	0.3
4/15/2020	Review and analyze correspondences	0.4
	Confer with L. Ly re: case	0.3
	Confer internally re: case	0.4
	Confer with defense re: case	0.2
4/16/2020	Review and analyze correspondences	0.2
4/17/2020	Review and analyze correspondences	0.2
4/20/2020	Review and analyze correspondences	0.2
4/21/2020	Confer with arbitrator	0.2
	Review and analyze correspondences	0.3
	Confer with E. Kingsley re: case	0.2
	Confer internally re: case	0.2
	Confer with defense re: case	0.2
4/23/2020	Review and analyze correspondences	0.2
	Confer with defense re: case	0.2
4/24/2020	Review and analyze correspondences and pleadings	0.4
4/27/2020	Review and analyze correspondence	0.2
4/28/2020	Confer with E. Kingsley re: case	0.2
	Review and analyze correspondences, pleadings, and order	0.8
4/30/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
	Confer with defense re: case	0.2

5/4/2020	Review and analyze correspondences	0.3
5/5/2020	Review and analyze correspondences	0.3
	Confer with E. Kingsley re: case	0.2
5/12/2020	Review and analyze correspondences	0.3
5/13/2020	Review and analyze correspondences	0.2
5/14/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.3
5/19/2020	Review and analyze correspondences	0.2
5/21/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
6/2/2020	Review and analyze correspondences	0.2
6/8/2020	Confer with E. Kingsley re: case	0.2
	Review and analyze correspondences	0.2
6/10/2020	Review and analyze arbitration agreement	0.2
6/16/2020	Review and analyze correspondences and calendar	0.2
	Confer with arbitrator	0.2
	Confer internally re: case	0.2
	Confer with E. Kingsley re: case	0.2
6/17/2020	Review and analyze correspondences	0.2
6/18/2020	Review and analyze correspondences	0.2
	Review and analyze correspondences, assignments, and case	
6/25/2020	status	0.4
	Confer internally re: case	0.2
	Confer with E. Kingsley re: case	0.2
7/1/2020	Review and analyze correspondences and data	0.6
	Confer with E. Kingsley re: case	0.2
7/9/2020	Review and analyze correspondences	0.3
	Confer with L. Ly re: case	0.3
	Confer internally re: case	0.4
	Research re: claims	0.5
7/10/2020	Confer internally re: case	0.3
	Review and analyze correspondences	0.2
7/13/2020	Research re: claims	0.3
	Review and analyze correspondences, data, and case status	0.7
	Confer internally re: case	0.5
7/24/2020	Review and analyze correspondences and pleadings	0.4
	Review and revise joint report	0.4
	Confer with E. Kingsley re: case	0.2
7/26/2020	Review and analyze correspondences and pleadings	0.2
	Review and analyze correspondences, deadlines,	
7/27/2020	assignments, and case status	0.5
	Confer internally re: case	0.2
8/7/2020	Review and analyze correspondences	0.3
	Confer with E. Kingsley re: case	0.3
8/10/2020	Review and analyze correspondences	0.2
8/12/2020	Review and analyze correspondence and draft	0.4

	Confer with E. Kingsley re: case	0.3
8/18/2020	Review and analyze correspondences	0.2
	Confer internally re: case	0.2
	Confer with E. Kingsley re: case	0.3
9/8/2020	Confer with defense re: case	0.3
9/22/2020	Review and analyze correspondences	0.2
	Confer with E. Kingsley re: case	0.3
10/15/2020	Review and analyze correspondences, notes, and data	0.4
	Confer with E. Kingsley re: case	0.2
	Confer with witnesses	0.6
10/19/2020	Review and analyze correspondences, notes, and data	0.4
	Confer internally re: case	0.3
10/21/2020	Review and analyze correspondences and documents	0.9
10/22/2020	Confer internally re: discovery	0.7
	Confer with E. Kingsley re: discovery	0.2
10/23/2020	Confer internally re: discovery	0.3
	Confer with E. Kingsley re: discovery	0.2
	Review and analyze correspondences, pleadings, and order	0.5
10/29/2020	Review and analyze correspondences	0.2
	Confer internally re: witnesses	0.5
10/30/2020	Confer internally re: witnesses	0.2
	Review and analyze correspondences and documents	0.4
10/31/2020	Review and analyze correspondences and documents	0.5
11/2/2020	Review and analyze correspondences	0.2
	Confer internally re: witnesses	0.2
11/5/2020	Review and analyze correspondences	0.2
	Confer with J. Lewis re: case	0.2
11/17/2020	Review and analyze correspondences, analysis, and damages	0.9
11/24/2020	Review and analyze correspondences	0.2
	Confer with E. Kingsley re: mediation	0.3
12/10/2020	Review and analyze correspondences	0.3
	Confer with E. Kingsley and L. Ly re: case	0.2
12/11/2020	Review and analyze correspondences	0.2
12/14/2020	Confer with E. Kingsley re: case	0.2
12/15/2020	Review and analyze correspondences	0.2
12/17/2020	Review and analyze correspondences	0.2
12/18/2020	Review and analyze correspondences and discovery	0.3
12/19/2020	Review and analyze correspondences	0.3
12/21/2020	Review and analyze correspondences	0.2
12/22/2020	Review and analyze correspondences	0.2
12/24/2020	Review and analyze correspondences	0.2
12/28/2020	Review and analyze correspondences, deadlines, and calendar	0.3
12/29/2020	Review and analyze correspondences, order, and pleadings	0.4

12/30/2020	Review and analyze correspondences	0.2
12/31/2020	Review and analyze correspondences	0.2
1/2/2021	Review and analyze correspondences	0.3
1/5/2021	Review and analyze correspondences and dates	0.4
1/11/2021	Review and analyze correspondences and dates	0.3
1/13/2021	Review and analyze correspondences and dates	0.2
2/2/2021	Review and analyze correspondences	0.2
2/4/2021	Review and analyze correspondences	0.2
2/17/2021	Review and analyze correspondences and calendar	0.2
2/24/2021	Review and analyze correspondences	0.2
3/1/2021	Review and analyze correspondences and pleadings	0.3
3/11/2021	Review and analyze correspondences	0.2
3/12/2021	Review and analyze correspondences	0.2
3/15/2021	Review and analyze correspondences	0.2
4/15/2021	Review and analyze correspondences and pleadings	0.3
5/6/2021	Review and analyze correspondences	0.2
5/19/2021	Review and analyze correspondences and pleadings	0.3
5/26/2021	Review and analyze correspondences and pleadings	0.3
6/16/2021	Review and analyze correspondences	0.2
6/17/2021	Review and analyze correspondences	0.2
6/21/2021	Review and analyze correspondences	0.2
	Confer with L. Ly re: case	0.2
6/22/2021	Review and analyze correspondences, settlement, and documents	0.9
	Confer with E. Kingsley and L. Ly re: case	0.2
8/4/2021	Review and analyze correspondences and order	0.3
8/9/2021	Review and analyze correspondences and order	0.3
8/11/2021	Review and analyze correspondences and pleadings	0.3
8/19/2021	Review and analyze correspondences and pleadings	0.2
8/26/2021	Review and analyze correspondences and order	0.3
9/10/2021	Review and analyze correspondences and non-opposition	0.2
9/29/2021	Review and analyze correspondences, deadlines, and assignments	0.3
	Confer with L. Ly re: case	0.2
9/30/2021	Confer with L. Ly re: case	0.2
10/6/2021	Review and analyze correspondences and tentative ruling	0.9
	Confer with E. Kingsley re: case	0.3
10/15/2021	Confer internally re: case	0.4
10/16/2021	Review and analyze correspondences	0.2
10/18/2021	Draft declaration; prepare exhibits	2.9
	Review and analyze correspondences, pleadings, drafts, invoices, documents, and exhibits	2.4
Total Hours		103.8
Lodestar		\$88,230

EXHIBIT "3"

Printed from **TForce adv. Diaz, Gustavo**

Gustavo Diaz

(tel [REDACTED]) • [REDACTED]

\$ Historic Cost

\$6,217.24

Mediation Cost

\$4,369.16*Created: 1/4/2021 at 8:19 AM***Trialworks TaskCode**

Mediation Costs

Date Incurred

1/4/2021

Payee

JAMS

Description

JAMS INV#5526242 TForce

Docs JAMS INV5526242 TForce paid 1.4.21.pdf

Postage Cost

\$47.04*Created: 6/22/2021 at 12:54 PM***Trialworks TaskCode**

FedEx

Date Incurred

6/22/2021

Payee

FedEX

Description

Documents shipped to client and returned by client

Notes

Ship date: 5/24/21

Ship date: 6/1/21

Filing Fee

\$14.67*Created: 8/10/2021 at 8:33 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

7/9/2021



Payee

One Legal

Description

OLINV#03399126 TF 7.9.21

Docs OLINV#03399126 TF 7.9.21.pdf**Filing Fee**

\$1,492.00

*Created: 8/10/2021 at 9:30 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

7/12/2021

Payee

One Legal

Description

OLINV#03402305 TF 7.12.21

Docs OLINV#03402305 TF 7.12.21.pdf**Filing Fee**

\$40.67

*Created: 9/3/2021 at 12:25 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

8/5/2021

Payee

One Legal

Description

OLINV#03457337 TF 8.5.21

Docs OLINV#03457337 TF 8.5.21.pdf**Filing Fee**

\$19.82

*Created: 9/3/2021 at 12:19 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

8/5/2021

Payee

One Legal

Description

OLINV#03454556 TF 8.5.21

Docs OLINV#03454556 TF 8.5.21.pdf

Filing Fee

\$82.62

Created: 9/8/2021 at 12:56 PM

Trialworks TaskCode

filing fee

Date Incurred

8/18/2021

Payee

One Legal

Description

OLINV#03482192TForce 8.18.21

Docs OLINV#03482192TForce 8.18.21.pdf

Filing Fee

\$54.82

Created: 9/8/2021 at 1:22 PM

Trialworks TaskCode

filing fee

Date Incurred

8/19/2021

Payee

One Legal

Description

OLINV#03486613TF 8.19.21

Docs OLINV#03486613TF 8.19.21.pdf

Postage Cost

\$5.80

Created: 10/28/2021 at 4:02 PM

Trialworks TaskCode

Postage Cost

Date Incurred

10/26/2021

Payee

DocuSign

Filing Fee

\$21.88

Created: 11/18/2021 at 11:03 AM

Trialworks TaskCode

Filing Fee

Date Incurred

10/27/2021



Payee One Legal	Description OLINV#03626298 TF 10.27.21
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Filing Fee Created: 11/18/2021 at 12:23 PM		\$61.26
Trialworks TaskCode Filing Fee	Payee One Legal	
Date Incurred 10/28/2021	Description OLINV#03630724 TF 10.28.21	

Court Cost Created: 10/28/2021 at 8:52 AM		\$7.50
Trialworks TaskCode Costs	Description Orange County Civil Docs Authorized Payment Confirmation TFORCE	
Date Incurred 10/28/2021	Docs  Orange County Civil Docs Authorized Payment Confirmation TFORCE.pdf	
Payee Orange County Court-online		



EXHIBIT "4"

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re: *Gustavo Diaz, an individual on behalf of the State of California, as a private attorney general, Plaintiff v. TForce Final Mile, LLC; Beavex Incorporated; TForce Logistics, LLC; TForce Critical, and Does 1 thru 50, inclusive, Defendants*, Orange County Superior Court, Case No. **XX** filed on **XX**.

[Settlement Administrator's info]

Dear Beavex and/or JNJW Enterprises, Inc. Contractor:

A settlement was reached between Plaintiff Gustavo Diaz (“Plaintiff”) and Defendants TForce Final Mile, LLC; TForce Logistics, LLC; and TForce Critical (“Defendants”) (collectively “the Parties”). On **XXXX**, the Court issued an Order approving settlement of the claim Plaintiff brought against Defendants pursuant to the Private Attorneys General Act of 2004 (“PAGA”) alleging failure to pay minimum wages and overtime, failure to provide meal and rest periods, failure to timely pay wages each pay period, failure to reimburse expenses, failure to provide accurate itemized wage statements, and violation of state labor laws and unfair competition law. These allegations stem from Plaintiff’s position that he and the other aggrieved employees were misclassified as independent contractors by Defendants and should have been classified as employees. Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

After accounting for Court approved deductions from the Settlement amount for things such as attorney’s fees and costs, administration of the settlement and a payment to Plaintiff for his work in bringing the lawsuit, the remainder is \$132,000.00. Of the remainder, the law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$99,000.00 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$33,000.00 (25% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as: Plaintiff and all persons who were contracted with BeavEx Incorporated and/or with JNJW Enterprises, Inc. to deliver goods in the State of California and who delivered goods under such contracts between April 25, 2019 and January 2, 2020 (hereafter “PAGA Participants” or individually “PAGA Participant”).

The settlement and enclosed check represents your pro-rata share of the penalties and is based on a formula that took into account the total number of wage statements that were issued to you in relation to the number of wage statements issued to all eligible contractors during the time period from April 25, 2019 to January 2, 2020.

This settlement releases TForce, Beavex, Inc., and JNJW Enterprises, Inc., from any and all claims that otherwise might have been brought, by you or the state of California, for PAGA penalties pursuant to Labor Code Section 2699 for violation of §§ 201-204, 210, 226, 226.2, 226.7, 226.8, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, based on the facts alleged in the Lawsuit. Notwithstanding the above, this Release is limited to PAGA claims based on Labor Code violations that were pled in the complaint or could have been pled based on the facts alleged therein. This Release does not apply to substantive

(non-PAGA) Labor Code claims, nor does it apply to release PAGA claims that could not have been pled based on the factual allegations of the complaint.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Property Fund administered by the California Division of Labor Standards Enforcement in the name of the PAGA Participant who did not cash the check within 180 days.

Defendants will not retaliate against you in any way for cashing your settlement checks.

If you have any questions concerning this Settlement, please contact ILYM Group, Inc. at XXXX.

EXHIBIT "5"

EXHIBIT “A”

[Mailing Date]

NOTICE OF SETTLEMENT

Re: *Gustavo Diaz, an individual on behalf of the State of California, as a private attorney general, Plaintiff v. TForce Final Mile, LLC; Beavex Incorporated; TForce Logistics, LLC; TForce Critical, and Does 1 thru 50, inclusive, Defendants*, Orange County Superior Court, Case No. XX filed on XX.

[Settlement Administrator's info]

Dear Beavex and/or JNJW Enterprises, Inc. Contractor:

A settlement was reached between Plaintiff Gustavo Diaz (“Plaintiff”) and Defendants TForce Final Mile, LLC; TForce Logistics, LLC; and TForce Critical (“Defendants”) (collectively “the Parties”). On XXXX, the Court issued an Order approving settlement of the claim Plaintiff brought against Defendants pursuant to the Private Attorneys General Act of 2004 (“PAGA”) alleging failure to pay minimum wages and overtime, failure to provide meal and rest periods, failure to timely pay wages each pay period, failure to reimburse expenses, failure to provide accurate itemized wage statements, and violation of state labor laws and unfair competition law. These allegations stem from Plaintiff’s position that he and the other aggrieved employees were misclassified as independent contractors by Defendants and should have been classified as employees. Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations.

After accounting for Court approved deductions from the Settlement amount for things such as attorney’s fees and costs, administration of the settlement and a payment to Plaintiff for his work in bringing the lawsuit, the remainder is \$132,000.00. Of the remainder, the law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$99,000.00 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$33,000.00 (25% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as: Plaintiff and all persons who were contracted with BeavEx Incorporated and/or with JNJW Enterprises, Inc. to deliver goods in the State of California and who delivered goods under such contracts between April 25, 2019 and January 2, 2020 (hereafter “PAGA Participants” or individually “PAGA Participant”).

The settlement and enclosed check represents your pro-rata share of the penalties and is based on a formula that took into account the total number of wage statements that were issued to you in relation to the number of wage statements issued to all eligible contractors during the time period from April 25, 2019 to January 2, 2020.

This settlement releases TForce, Beavex, Inc., and JNJW Enterprises, Inc., from any and all claims that otherwise might have been brought, by you or the state of California, for PAGA penalties pursuant to Labor Code Section 2699 for violation of §§ 201-204, 210, 226, 226.2, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, based on the facts alleged in the Lawsuit. Notwithstanding the above, this Release is limited to PAGA claims based on Labor Code violations that were pled in the complaint or could have been pled based on the facts alleged therein. This Release does not apply to

substantive (non-PAGA) Labor Code claims, nor does it apply to release PAGA claims that could not have been pled based on the factual allegations of the complaint.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Property Fund administered by the California Division of Labor Standards Enforcement in the name of the PAGA Participant who did not cash the check within 180 days.

Defendants will not retaliate against you in any way for cashing your settlement checks.

If you have any questions concerning this Settlement, please contact ILYM Group, Inc. at XXXX.

(Proof of Submission to the LWDA)

EXHIBIT "6"

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 1, 2021, I served all interested parties in this action the following documents described as: **SECOND SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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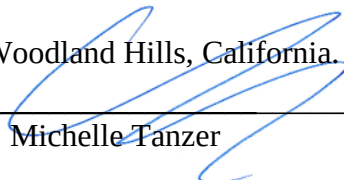
Attorneys for Plaintiff

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 1, 2021, at Woodland Hills, California.


Michelle Tanzer