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Attorneys for Plaintiffs and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BLAIR WOODS and KENNETH JACKSON,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiff,

vs.

JUST IN TIME CARGO INC., a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CIVDS 2000750
*[Assigned to Hon. Judge David Cohn, Dept
S26 for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing
Date: June 9, 2022
Time: 10:00 a.m.
Dept: S26

Complaint filed: January 10, 2020

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled over 500 employee vs. employer litigation matters during my 21
7 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 250 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history, which followed extensive litigation, summary adjudication and writs
18 to the CA Supreme Court against a Fortune 50 company (Garcia v. Macy’s, San Bernardino
19 Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. Over the last four or five consecutive years, I have been selected by my peers as a
26 “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

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8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$239,823.18, after the deductions set forth in the chart below:

9. The process of mailing the Class Notice was very successful, as 96.5% of the Notices were deemed deliverable by the Settlement Administrator.
10. The response from the Class Members was overwhelmingly positive, as only two Class Members opted-out of the settlement and zero objected.
11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class with an average payment of \$444.12 per person and the release is narrowly limited to the claims alleged.
12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.6% of the Class elected to participate and no objections were submitted, the presumption of fairness is justified.
13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations

submitted in support thereof, Defendants contested Plaintiffs' claims, and Plaintiffs faced real challenges moving forward and obtaining a recovery in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND
REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 250 class and representative actions, have been appointed as class counsel and have successfully resolved approximately half of those actions, and many others remain pending and will successfully resolve in the future while recovering in excess of \$250 million dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.* (9th Cir. 2014) 753 F.3d 918, which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.¹

15. When this case was taken on a contingency fee basis, with my firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, Class Counsel paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 16. It has been my experience that the benchmark for attorney fee awards in
2 California state cases is one-third of a common settlement fund, which the CA Supreme Court
3 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
4 Counsel is seeking a fee of \$150,000, which is one-third of the Settlement Amount.

5 17. There are several additional factors why I believe that the Court should award
6 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
7 resulted in a common fund settlement amount of \$450,000, and the employees will receive over
8 \$444 on average. This is a good result in light of the disputed nature of the claims alleged. This
9 result was achieved by the work and success of my office, who negotiated the settlement after
10 extensive preparation, investigation, mediation, and substantial work thereafter.

11 18. Second, Plaintiffs faced significant risks going forward with the litigation. As
12 discussed in the motion for preliminary approval, Defendants raised various defenses throughout
13 this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And
14 Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues
15 going forward with this litigation, and it would have taken several more years to realize any
16 recovery in this action along with the possibility of post-trial appeals.

17 19. Third, Class Counsel are experienced class action litigators. This experience and
18 expertise, combined with the high quality of work performed in this case, resulted in the
19 settlement achieved in this case.

20 20. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a
21 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
22 substantial amount of time, money, and resources, and have done so since the inception of this
23 case without any payment or compensation. If Plaintiffs had lost this case, we would have
24 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
25 my office, which is a small firm.

26 21. Fifth, the request for attorney's fees in the amount of one-third of the common
27 fund falls well within the norms accepted by state and federal courts in California in comparable
28 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee

1 recovery under the common fund doctrine was recently approved by the California Supreme
2 Court in *Laffitte v. Robert Half*.

3 22. For all of the above reasons, a common fund fee award here in the amount of one-
4 third of the common fund created by Plaintiffs and Class Counsel is fair and reasonable.

5 23. At my office, this case was primarily handled by my senior associate attorney,
6 Peter Carlson, while I performed the role of the supervising attorney. Mr. Carlson works
7 exclusively with me on employment law matters and has been in practice for 8 years. He bills at
8 the hourly rate of \$575/hour. I have been in practice for 21 years, with most of those years
9 handling complex litigation and for over the last 15 years, my practice has almost entirely
10 consisted of handling class action wage and hour matters. My billing rate is \$775/hour. I
11 believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class
12 action litigation, if not somewhat lower.

13 24. The hourly rates above are comparable to those of other attorneys with equal or
14 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
15 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
16 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
17 Real Rate Report (“Real Rate Report”), provides directly applicable information in this regard.
18 The Real Rate Report is based on an enormous and statistically significant compilation of data.
19 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
20 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
21 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
22 partners and associates in major metropolitan areas. In 2018, for the southern California area,
23 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
24 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
25 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
26 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
27 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
28 reviews or other publications – instead, the Real Rate Report is based on the actual hours and

fees billed by law firms.

25. The table below includes a summary of the hours worked, plus an estimated 35 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the claims administrator and defense counsel to finalize this matter. The total lodestar for my firm is approximately \$145,697.50 through the conclusion of this matter, as shown in the chart below:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (21 Years)	\$775	98²	\$75,950.00
Peter J. Carlson <i>Senior Associate</i> (8 Years)	\$575	121.3	\$69,747.50
Grand Total for All Attorneys			\$145,697.50

26. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

27. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediator fees including travel to mediation, and other incidental expenses directly related to this action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my office incurred \$11,676.82 in litigation costs (see Exhibit "B" attached hereto). The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not oppose this request for costs.

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² Includes an estimated 35 hours of additional work in preparation for and attending the hearing, as well as the anticipated work to be performed after the final approval hearing with counsel, administrator, employees, and the court.

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28. I also believe that the service award of \$10,000 for each Plaintiff is fair and warranted for the reasons outlined in their declarations and in the motion. They both came forward and worked directly with my office in analyzing the claims and documents, and providing valuable information. (See their declarations for supporting information.) Indeed, their participation was an essential element of Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, they also took on various risks, including the risk that they could have been ordered to pay Defendants' costs if they lost and the risk of retaliation and being black-balled in the industry. Finally, Defendants do not oppose the requested service awards.

29. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (See Exhibit “C”).

EXHIBITS AND CONCLUSION

30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “A.”

31. Attached hereto as Exhibit “B” is a true and correct copy of an itemized statement of my firm’s litigation costs.

32. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit "C."

33. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 13, 2022, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

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Attorneys for Defendants Just In Time Cargo, Inc. and Tache Gabriel Georgescu

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BLAIR WOODS and KENNETH JACKSON,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiffs,

vs.

JUST IN TIME CARGO INC., a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CIVDS 2000750
*[Assigned to Hon. Judge David Cohn, Dept
S26 for all purposes]*

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiffs Blair Woods and Kenneth Jackson, individually and on behalf of all others
3 similarly situated, and Defendants Just In Time Cargo and Tache Gabriel Georgescu, and is
4 approved by their respective counsel of record, subject to the terms and conditions hereof and the
5 Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Blair Woods, et al. v.*
8 *Just In Time Cargo Inc., et al.* San Bernardino County Superior Court, Case No. CIVDS
9 2000750.

10 2. "Agreement" or "Settlement Agreement" shall mean this Class Action Settlement
11 Agreement and Release of Claims, including any attached Exhibits.

12 3. "Aggrieved Employees" means all current and former truck drivers who
13 performed services for Defendant Just In Time Cargo Inc. in the State of California and who
14 were classified by Defendants as independent contractors during the PAGA Period.

15 4. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby Mankin
16 Lauby LLP.

17 5. "Class Data" means a complete list that Defendant will diligently and in good
18 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
19 and which shall include, for each Settlement Class Member, the individual's full name, last
20 known address, telephone number, Social Security Number, total Weeks Worked during the
21 Class Period, and total Weeks Worked during the PAGA Period (if any).

22 6. "Class Period" is deemed to be any time during the period of January 10, 2016,
23 through the Preliminary Approval Date.

24 7. "Class Representatives" or "Plaintiffs" means and refers to Blair Woods and
25 Kenneth Jackson.

26 8. "Complaint" refers to the operative second amended complaint alleging class
27 action and representative PAGA action claims, which was originally filed in the San Bernardino
28 County Superior Court on January 10, 2020, and which was amended via first amended

complaint on March 10, 2020, and via second amended complaint on September 3, 2020, with
doe amendments filed to the same on November 17, 2020.

9. “Court” (or “Judge”) means the California Superior Court, County of San Bernardino.

10. “Defendants” means and refers to Just In Time Cargo Inc. and Tache Gabriel Georgescu.

11. “Defendants’ Counsel” or “Defense Counsel” means and refers to Marie Burke Kenny and Brook T. Barnes of Procopio Cory Hargreaves & Savitch LLP.

12. “Effective Date” means the latest of the following dates: (i) if no Class Member objects, timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date of that the Order regarding Final Approval of the Settlement is entered; (ii) if a Class Member objects, intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

13. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as the same may be modified by subsequent agreement of the Parties.

14. “Final Settlement Class” means, collectively, all Settlement Class Members who have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

15. “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(a) below.

16. “Individual Settlement Payment” shall have the meaning ascribed to it in Paragraph 47(c) below.

17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b) below.

1 18. “Notice” means the notice of settlement of class action that will be sent to the
2 Settlement Class Members.

3 19. “Notice Response Deadline” is 30 calendar days from the date the Notice is
4 mailed to the Settlement Class Members.

5 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
6 than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement,
7 pursuant to Paragraph 65(c) below.

8 21. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
9 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
10 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
11 as the individual PAGA payment allocated to each Aggrieved Employee.

12 22. “PAGA Period” is deemed to be any time during the period of January 10, 2019,
13 through the Preliminary Approval Date.

14 23. “PAGA Released Claims” by the Aggrieved Employees upon Final Approval of
15 the Settlement means any and all claims for civil penalties under the Private Attorneys General
16 Act, Labor Code § 2698 *et seq.*, that Plaintiffs alleged against the Released Parties, on behalf of
17 Aggrieved Employees and State of California, based on the facts stated in Plaintiffs’ operative
18 Complaint and in Plaintiffs’ LWDA notice letters, including all PAGA claims seeking civil
19 penalties for (1) willful misclassification, (2) failure to pay minimum wages, (3) failure to pay
20 for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (4) failure
21 to provide rest breaks, (5) failure to provide meal periods, (6) failure to reimburse business
22 expenses, (7) failure to timely pay wages each period and upon separation of employment, and
23 (8) failure to provide accurate itemized wage statements. The time period governing the PAGA
24 Released Claims shall be any time during the PAGA Period. The PAGA Released Claims do not
25 release any potential claims for wages or statutory penalties.

26 24. “Participating Class Member” means any and all Settlement Class Members who
27 are deemed to participate and receive an Individual Settlement Payment and do not opt-out by
28 submitting a timely valid Request for Exclusion.

25. “Parties” or “Settling Parties” mean Plaintiffs, the Settlement Class, and Defendants, collectively.

26. “Preliminary Approval Date” means the date the Court approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

27. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Defendants will not object to Plaintiffs’ motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion at least five days before it is filed.

28. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

29. “Released Claims” by the Participating Class Members upon Final Approval of the Settlement will include any and all claims stated in the operative Complaint and those that could have been made based solely upon the facts alleged, including: (1) willful misclassification, (2) failure to pay minimum wages, (3) failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (4) failure to provide rest breaks, (5) failure to provide meal periods, (6) failure to reimburse business expenses, (7) failure to timely pay wages each period and upon separation of employment, (8) failure to provide accurate itemized wage statements, (9) unfair and unlawful competition, and (10) all other claims for statutory penalties based on the facts or claims alleged in the Complaint.

30. “Released Parties” means Defendant Just In Time Cargo, along with its officers, directors, members, managers, employees, agents and representatives, including but not limited to Defendant Tache Gabriel Georgescu as well as Natalia Georgescu.

1 31. “Release Period” shall be the time period governing the Released Claims which
2 shall be the same as the Class Period.

3 32. “Release” shall mean the release and discharge of the Released Claims by
4 Plaintiffs and all of the Participating Class Members and Aggrieved Employees. The *res*
5 *judicata* effect of the Judgment will be the same as that of the Release.

6 33. “Request for Exclusion” means and refers to a valid and timely request for
7 exclusion from the Settlement, which may be submitted by any Settlement Class Member, other
8 than Plaintiffs, pursuant to Paragraph 65(a) below.

9 34. “Service Payments” or “Service Awards” means the amount approved by the
10 Court to be paid to the Class Representatives, Blair Woods and Kenneth Jackson, in addition to
11 their Individual Settlement Payments as Participating Class Members and individual PAGA
12 payment as an Aggrieved Employee.

13 35. “Settlement Administrator” means and refers to Simpluris, the third-party class
14 action settlement administrator agreed to by the Parties, that will provide the Notice to the Class
15 Members and distribute the settlement amounts as described in this Agreement.

16 36. “Settlement Administration Costs” means the costs payable from the Gross
17 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
18 but not limited to, printing, distributing, and tracking documents for this Settlement, tax
19 reporting, unclaimed property due diligence, reporting and remittance obligations, distributing
20 the Gross Settlement Amount, and providing necessary reports and declarations, as requested by
21 the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount,
22 including, if necessary, any such costs in excess of the amount represented by the Settlement
23 Administrator as being the maximum costs necessary to administer the Settlement.

24 37. “Settlement Class” or consists of all current and former truck drivers who
25 performed services for Defendant Just In Time Cargo Inc. in the State of California and who
26 were classified by Defendants as independent contractors during the Class Period.

27 38. “Settlement Class Member” or “Class Member(s)” refers to individual members
28 of the Settlement Class.

39. “Work Weeks” or “Weeks Worked,” in the context of Settlement Class Members, means any calendar week during which a Settlement Class Member performed work for Defendants during the Class Period. In the context of Aggrieved Employees, “Work Weeks” or “Weeks Worked,” means any calendar week during which an Aggrieved Employee performed work for Defendants during the PAGA Period. In both instances, Work Weeks shall be calculated by rounding up to the nearest whole number (*e.g.*, one day worked in a calendar week equals one Week Worked).

B. General Terms

40. Plaintiff Blair Woods filed a class action complaint in the Court on January 10, 2020, against Defendant Just In Time Cargo Inc. and Does 1 through 20. Plaintiff Woods subsequently filed a first amended complaint on March 10, 2020, to add causes of action under the Private Attorneys General Act of 2004 (“PAGA”). Then, on September 3, 2020, Plaintiff Woods filed the operative second amended complaint to add Plaintiff Kenneth Jackson to the Action. The operative Complaint alleges class and representative claims, including: (1) willful misclassification, (2) failure to pay minimum wages, (3) failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (4) failure to provide rest breaks, (5) failure to provide meal periods, (6) failure to reimburse business expenses, (7) failure to timely pay wages each period and upon separation of employment, (8) failure to provide accurate itemized wage statements, (9) unfair and unlawful competition pursuant to Business and Professions Code § 17200, *et seq.*, and (10) related claims under PAGA. On November 17, 2020, Plaintiffs filed a Doe amendment, adding Tache Gabriel Georgescu as a Defendant.

41. Defendants deny Plaintiffs’ claims and allegations and contend that the Action is not suitable for class certification or manageable as a class or representative action.

42. The Class Representatives believe they can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

43. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting formal written discovery along an extensive exchange of informal discovery, including Defendants’ written policies and practices and the production of a sampling

1 of payroll and other records for Settlement Class Members. Class Counsel is both
2 knowledgeable about and has done extensive research with respect to the applicable law and
3 potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an
4 investigation of the Class Members' claims against Defendants. Based on the foregoing data and
5 on their own independent investigation and evaluation, Class Counsel is of the opinion that the
6 settlement with Defendants for the consideration and on the terms set forth in this Settlement
7 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in
8 light of all known facts and circumstances, including the risk of significant delay and uncertainty
9 associated with litigation, various defenses asserted by Defendants, and numerous potential
10 appellate issues.

11 44. On October 28, 2020, Plaintiffs and Defendant Just In Time Cargo Inc.
12 participated in mediation before Mariam Zadeh, a highly experienced wage and hour class action
13 mediator. The matter did not resolve at mediation but, after additional formal discovery and
14 continued negotiations, Plaintiffs and Defendants agreed to settle the Action pursuant to the
15 terms herein.

16 45. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
17 to be performed or judgments to be entered pursuant to the terms of the Settlement and
18 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of
19 any statute or law or liability on the claims or allegations in the Action.

20 46. Stipulation for Class Certification. For settlement purposes only, Defendants will
21 stipulate that the Settlement Class Members described herein who do not submit a Request for
22 Exclusion from the Settlement Class may be conditionally certified as a settlement class. This
23 stipulation to certification is in no way an admission that class action certification is proper and
24 shall not be admissible in this or in any other action except for the sole purposes of enforcing this
25 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'
26 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and
27 shall have no bearing on, and shall not be admissible in connection with, the issue of whether or
28 not certification would be appropriate in a non-settlement context. Defendants expressly reserve

their rights and declare that they would continue to oppose class certification and the substantive merits of the case should the Court decline to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue class certification and a trial should the Court decline to issue Final Approval.

C. Terms of Settlement

47. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for Four Hundred Fifty Thousand Dollars (\$450,000) (“the Gross Settlement Amount”). The Gross Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Payments, Attorneys’ Fees and Costs Award, the Service Payments to the Class Representatives, all Settlement Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Gross Settlement Amount less the Attorneys’ Fees and Costs Award, the Service Payments to the Class Representatives as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court reduces the attorneys’ fees, litigation costs, Service Awards, or Settlement Administrator Costs, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

(c) Individual Settlement Payments for the Settlement Class: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Weeks Worked by each Settlement Class Member during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

- Defendant will calculate the total number of Weeks Worked by each Settlement Class Member during the Class Period and the aggregate total number of Weeks Worked by all Settlement Class Members during the Class Period.
- To determine each Settlement Class Member’s estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate

1 total number of Weeks Worked, resulting in the “Work Week Value.”

2 Each Settlement Class Member’s Individual Settlement Payment will be
3 calculated by multiplying his or her total number of Weeks Worked during
4 the Class Period by the Work Week Value.

- 5 • The entire Net Settlement Amount will be disbursed to all Participating
6 Class Members. If there are any valid and timely Requests for Exclusion,
7 the Settlement Administrator shall proportionally increase the Individual
8 Settlement Payment for each Participating Class Member according to the
9 number of Weeks Worked, so that the amount actually distributed to the
10 Settlement Class equals 100% of the Net Settlement Amount.

11 (d) Allocation of Individual Settlement Payments: Because the Class
12 Members performed contract services for Defendants as independent contractors, rather than as
13 employees, and because Defendants fully dispute the allegations alleged herein, the Parties agree
14 that the Individual Settlement Payments will be allocated and paid to the Participating Class
15 Members as contract compensation, interest, and penalties from which no state or federal taxes
16 will be withheld or deducted. Participating Class Members will be issued an IRS Form 1099 and
17 will assume full responsibility and liability for the payment of taxes due, if any. The Parties
18 make no representations about the tax consequences to the Individual Settlement Payments.

19 (e) Service Payments to Class Representatives: The amount, if any, awarded
20 to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to
21 exceed: \$10,000 for Plaintiff Blair Woods and \$10,000 for Plaintiff Kenneth Jackson. These
22 Service Awards are in exchange for the services Plaintiffs performed on behalf of the Class
23 (including taking steps to support the Settlement) and for entering into the general and expansive
24 release discussed hereinafter. Defendants agrees not to oppose this request. The Service
25 Payments to Plaintiffs will be paid out of the Gross Settlement Amount. The Class
26 Representatives will be issued IRS Form 1099 in connection with this payment. Plaintiffs shall
27 be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties
28 agree that any amount awarded as the Service Payments to Plaintiffs less than the requested

amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Gross Settlement Amount (\$150,000), plus reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees and Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid from the Gross Settlement Amount, and except for this award, Defendants shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000 unless approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that \$20,000 is allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$15,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and \$5,000 (25%) will be paid to the Aggrieved Employees on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as required on an IRS form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendants make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and

1 the Settlement Class Members are not relying on any statement or representation by Class
2 Counsel or Defendants in this regard. Plaintiffs and Participating Class Members understand and
3 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
4 their respective Settlement Amounts described herein. IRS Forms 1099 will be distributed at
5 times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and
6 consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other
7 applicable tax law, is changed after the date of this Agreement, the processes set forth in this
8 Section may be modified in a manner to bring Defendants into compliance with any such
9 changes. Plaintiffs and Participating Class Members understand and agree that they will be
10 solely responsible for the payment of any taxes and penalties assessed on their respective
11 payments described herein and will hold Defendant harmless from and against any claims
12 resulting from treatment of such payments as non-taxable damages.

13 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
14 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
15 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
16 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
17 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
18 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
19 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
20 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
21 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
22 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
23 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
24 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
25 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
26 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
27 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
28 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
2 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
3 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
4 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
5 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
6 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
7 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
8 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

9 48. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
10 Participating Class Members under this Agreement, as well as any other payments made
11 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
12 benefit plans to which any Settlement Class Members may be eligible, including, but not limited
13 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans,
14 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
15 intention that this Settlement will not affect any rights, contributions, or amounts to which any
16 Settlement Class Members may be entitled under any benefit plans. The Parties agree that the
17 amounts paid pursuant to this Settlement are not for days or hours worked, and are not included
18 toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

19 49. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under
20 no circumstances will any portion of the Gross Settlement Amount revert to Defendants.
21 Participating Class Members will not have to make a claim in order to receive an Individual
22 Settlement Payment. Distributions, in the form of Individual Settlement Payments and the
23 portion of the PAGA Penalties payable to the Aggrieved Employees, will be made directly to
24 each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall
25 be responsible for accurately and timely reporting and remittance obligations with respect to
26 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not
27 cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set
28 forth herein.

1 50. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and
2 adequate, and will so represent same to the Court.

3 **D. Release by Plaintiffs, the Aggrieved Employees, and the Settlement Class**

4 51. Upon entry of the Final Approval Order and Defendants funding of the Gross
5 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
6 Agreement, the Participating Class Members will forever completely release and discharge the
7 Released Parties from the Released Claims for the Release Period.

8 52. Upon entry of the Final Approval Order and Defendants funding of the Settlement
9 Amount, the State of California and Aggrieved Employees shall completely release and
10 discharge the Released Parties from the PAGA Released Claims for the PAGA Period.

11 53. Each Settlement Class Member will be deemed to have made the foregoing
12 Release as if by manually signing it.

13 54. Plaintiffs and Defendants intend that the Settlement described in this Agreement
14 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
15 arbitration, demand, or other action of any kind, by each and all of the Participating Class
16 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
17 Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not
18 apply to any Class Member who timely and validly opts out of the Settlement. But regardless of
19 submitting a valid Request for Exclusion, no Class Member shall have the right to opt-out or
20 otherwise exclude themselves from releasing the PAGA Released Claims.

21 55. Class Representatives, on behalf of themselves and the Settlement Class,
22 acknowledge and agree that the claims for unpaid wages and unreimbursed expenses in the
23 Action, and untimely payment of wages in the Action, are disputed, and that the payments set
24 forth herein constitute payment of all sums allegedly due to them. Class Representatives, on
25 behalf of themselves and the Settlement Class, acknowledge and agree that California Labor
26 Code Section 206.5 are not applicable to the Parties hereto. Section 206.5 provides in pertinent
27 part as follows:
28

1 An employer shall not require the execution of any release of any claim or
2 right on account of wages due, or to become due, or made as an advance on
3 wages to be earned, unless payment of those wages has been made.

4 56. The Parties agree that nothing in this Agreement shall impact Plaintiff Woods' or
5 Defendants' rights or obligations in relation to any bills and/or outstanding invoices from the
6 Cucamonga Valley Water District for the incident that occurred on or around November 19,
7 2019.

8 **E. Interim Stay of Proceedings**

9 57. Pending completion of all of the prerequisites necessary to effectuate this
10 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
11 except such as are necessary to effectuate the Settlement.

12 **F. Notice Process**

13 58. Appointment of Settlement Administrator. The Parties have agreed to the
14 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
15 including mailing the Notice, using standard devices to obtain forwarding addresses,
16 independently reviewing and verifying documentation associated with any claims or opt-out
17 requests, resolving any disputes regarding the calculation or application of the formula for
18 determining the Individual Settlement Payments and the portion of the PAGA Penalties owed to
19 the Aggrieved Employees, drafting and mailing the settlement checks to Participating Class
20 Members and to the Aggrieved Employees, issuing 1099 Tax Forms, unclaimed funds due
21 diligence, reporting and remittance obligations, and performing such other tasks as set forth
22 herein or as the Parties mutually agree or that the Court orders.

23 59. Disputes Regarding Settlement Administration. Any and all disputes relating to
24 administration of the Settlement by the Settlement Administrator (except for disputes regarding
25 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
26 over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendants
27 notify the Court that all payments and obligations contemplated by this Settlement Agreement
28 have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties

1 will confer in good faith to resolve the dispute without the necessity of Court intervention. The
2 Settlement Administrator shall also be responsible for issuing to Plaintiffs, Settlement Class
3 Members, and Class Counsel any 1099 or other Tax Forms as may be required by law for all
4 amounts paid pursuant to this Agreement. The Settlement Administrator shall also be
5 responsible for setting up all necessary tax accounts and forwarding all taxes and penalties to the
6 appropriate government authorities.

7 60. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,
8 Defendants shall provide the Class Data to the Settlement Administrator. The Settlement
9 Administrator will run a check of the Class Members' addresses against those on file with the
10 U.S. Postal Service's National Change of Address List. The Class Data provided to the
11 Settlement Administrator will remain confidential, shall be used solely to administer the
12 Settlement, and will not be used or disclosed to anyone, except as required by applicable tax
13 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although
14 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
15 Counsel from communicating with Class Members regarding the Action and Settlement.

16 61. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
17 Administrator to the Settlement Class Members, by first class mail, in English, within ten (10)
18 calendar days following the Settlement Administrator's receipt of the Class Data. The
19 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
20 addresses of Settlement Class Members if any envelopes are returned.

21 62. Returned Notices. The Settlement Administrator will take steps to ensure that the
22 Notice is received by all Settlement Class Members, including utilization of the National Change
23 of Address Database maintained by the United States Postal Service to review the accuracy of
24 and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for
25 whom an updated address is located within ten (10) calendar days following both the Settlement
26 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
27 shall be identical to the original Notice, except that it shall notify the Class Member that the
28 exclusion (opt-out) request or objection must be returned by the later of the Notice Response

1 Deadline or fifteen (15) days after the remailing of the Notice.

2 63. Disputes Regarding Information on Notices. Class Members are deemed to
3 participate in the Settlement unless they opt-out. The Notice will inform Class Members of
4 his/her estimated Individual Settlement Payment and the number of Weeks Worked during the
5 Class Period. Class Members may dispute their Weeks Worked if they feel they should be
6 credited with more Work Weeks than Defendants' records show by timely submitting evidence
7 to the Settlement Administrator. Defendants' records will be presumed determinative absent
8 reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the
9 evidence submitted by the Class Member and provide the evidence submitted to Class Counsel
10 and Defense Counsel who agree to meet and confer in good faith about the evidence to determine
11 the Class Member's actual number of Work Weeks and estimated Individual Settlement
12 Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the
13 dispute to the Settlement Administrator to render a final decision. Class Members will have until
14 the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by
15 the Court. In the event that the Settlement Administrator increases the number of Weeks
16 Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the
17 Individual Settlement Payments; accordingly, in no event will Defendants be required to increase
18 the Maximum Settlement Amount.

19 64. Declaration of Due Diligence. The Settlement Administrator shall provide
20 counsel for the Parties, at least twenty-five (25) calendar days prior to the final approval hearing,
21 a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

22 65. Settlement Class Members' Rights. Each Settlement Class Member will be fully
23 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or
24 request exclusion from the Settlement. The Notice will inform the Settlement Class Members of
25 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
26 in accordance with the following guidelines:

27 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
28 Member, other than Plaintiffs, may request to be excluded from the Settlement Class by

1 submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before
2 the Notice Response Deadline. The Request for Exclusion should state:

3 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
4 CLASS IN THE JUST IN TIME CARGO LAWSUIT. I
5 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM
6 THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
7 MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

8 To be valid, any Request for Exclusion must include the full name, address, telephone
9 number, last four digits of the social security number or date of birth, and signature of the
10 Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by
11 mail to the Settlement Administrator at the specified address. Any such Request must be made
12 in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only
13 if postmarked by the Notice Response Deadline unless the Parties otherwise agree in writing.
14 Any Settlement Class Member who timely requests exclusion in compliance with these
15 requirements: (i) will not have any rights under this Agreement, including the right to object,
16 appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this
17 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Aggrieved
18 Employee who requests timely exclusion will still be subject to the PAGA Released Claims to
19 the fullest extent permitted by law and receive a share of PAGA Penalties.

20 All Parties and their counsel, including Defendants’ respective owners, officers and
21 managers, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any
22 means.

23 (b) Binding Effect on Final Settlement Class Members. Except for those
24 Settlement Class Members who exclude themselves in compliance with the procedures set forth
25 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for
26 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
27 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
28 provided herein, will be deemed to have waived all objections and oppositions to the fairness,

1 reasonableness, and adequacy of the Settlement.

2 (c) Objections to Settlement. Any Settlement Class Member, other than
3 Plaintiffs, may object to the terms of this Agreement. To object, a Settlement Class Member
4 shall inform the Settlement Administrator, in writing, of his or her objection which must be
5 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
6 objection shall include the objecting Settlement Class Member's full name, address, telephone
7 number, and dates of employment with Defendants, the case name and number, the basis for the
8 objection, including any legal support and each specific reason in support of the objection, as
9 well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class
10 Member is represented by counsel, the name and address of his or her counsel. The Settlement
11 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within
12 three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its
13 declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any
14 Participating Class Member who files an objection remains eligible to receive monetary
15 compensation from the Settlement. Plaintiffs and Defendants shall not be responsible for any
16 fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
17 objections to the Settlement. Submitting an objection does not preserve the right to appeal a
18 final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely
19 and properly intervening or filing a motion to vacate the judgment under Code of Civil
20 Procedure § 663.

21 (d) Failure to Object. Any Settlement Class Member who desires to object
22 but fails to timely submit a written objection or in person objection at the Final Approval
23 Hearing waives any right to object and will be foreclosed from making any objection to this
24 Settlement. Any Settlement Class Member who does not timely and properly become a party of
25 record by intervening or filing a motion to vacate the judgment waives any and all rights to
26 appeal from the Judgment, including all rights to any post-judgment proceeding and appellate
27 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California
28 Code of Civil Procedure section 473, and extraordinary writs.

1 (e) Responses to Objections. Counsel for the Parties may file a response to
2 any objections submitted by objecting Settlement Class Members at least five (5) court days
3 before the date of the Final Approval Hearing.

4 (f) Settlement Class Members will have until the Notice Response Deadline
5 to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
6 Settlement Administrator shall disclose jointly to Class Counsel and Defendants' counsel what
7 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
8 request of Class Counsel or Defense Counsel.

9 (g) Defective Submissions. If a Settlement Class Member's Request for
10 Exclusion or objection is defective as to the requirements listed herein, that Settlement Class
11 Member will be given an opportunity to cure the defect(s). The Settlement Administrator will
12 mail the Settlement Class Member a cure letter within three (3) business days of receiving the
13 defective submission to advise the Settlement Class Member that his or her submission is
14 defective and that the defect must be cured to render the Request for Exclusion or objection
15 valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or
16 (ii) 15 calendar days from the date of the cure letter to postmark or fax a revised Request for
17 Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or
18 received by fax within that period, it will be deemed untimely.

19 66. Funding of the Settlement Amount. Defendants shall make a one-time deposit
20 into the QSF of the Gross Settlement Amount by no later than fifteen (15) calendar days after the
21 Effective Date. Once Defendants have complied with their obligation set forth in this paragraph,
22 they shall be deemed to have satisfied all of the payment terms and conditions of this Agreement,
23 shall be entitled to all the protections afforded it under the Agreement. The Settlement
24 Administrator (and not Defendants) shall issue the applicable W-2s and IRS Form 1099
25 reflecting all payments to the Class Members

26 67. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
27 payment into the QSF, the Settlement Administrator will mail the Individual Settlement
28 Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys'

1 Fees and Costs Award, any Service Payments to the Class Representatives, the payment to the
2 LWDA for PAGA Penalties, mail to the Aggrieved Employees their portion of the PAGA
3 Penalties and will pay itself the Settlement Administration Costs.

4 68. Deadline for Cashing Settlement Checks. Participating Class Members and
5 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
6 Administrator to cash their settlement checks. If any Participating Class Member or Aggrieved
7 Employee's check is not cashed within that period, the check will be void and a stop-payment
8 will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California
9 State Controller's Office in the name of the Class Member and/or Aggrieved Employee. The
10 release will be binding upon all Participating Class Members who do not cash their checks
11 within the 180-day period. In the event that any settlement check is returned to the Settlement
12 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
13 business days of receipt of the returned settlement check, perform a skip trace to locate the
14 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
15 located by these means, the Administrator will have ten (10) business days to re-issue the check.
16 Neither Defendants, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement
17 Administrator will have any liability for lost or stolen settlement checks, forged signatures on
18 settlement checks, or unauthorized negotiation of settlement checks. Without limiting the
19 foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the
20 Settlement Administrator that he or she believes that a settlement check has been lost or stolen,
21 the Settlement Administrator shall immediately stop payment on such check. If the check in
22 question has not been negotiated prior to the stop payment order, the Settlement Administrator
23 will issue a replacement check.

24 69. No person shall have any claim against Defendants (or their designees),
25 Defendants' Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on
26 mailings, distributions, payments or reports made in accordance with or pursuant to this
27 Agreement. This provision does not, however, prevent a Party from seeking enforcement of this
28 Agreement.

1 **G. Duties of the Parties Prior to the Court's Approval**

2 70. Promptly after execution of this Settlement Agreement, Plaintiffs will move the
3 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
4 accomplishing the following:

5 (a) Scheduling the Final Approval Hearing on the issue of whether this
6 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
7 and a hearing on fees, costs and the Service Payment;

8 (b) Approving as to form and content the proposed Notice;

9 (c) Directing the mailing of the Notice by first class mail to the Settlement
10 Class Members;

11 (d) Preliminarily approving this Settlement; and

12 (e) Preliminarily certifying the class for purposes of this Settlement.

13 **H. Duties of the Parties Following Court's Final Approval**

14 71. In connection with the Final Approval Hearing provided for in this Settlement
15 Agreement, Class Counsel shall submit a proposed Final Approval Order:

16 (a) Approving the Settlement, adjudging the terms thereof to be fair,
17 reasonable and adequate, and directing consummation of its terms and provisions;

18 (b) Approving Class Counsel's Award of Attorneys' Fees and Costs, the
19 Service Payment to the Class Representative, and the payment to the Settlement Administrator
20 for costs of administering the settlement; and

21 (c) Entering judgment approving settlement, thereby permanently barring all
22 Settlement Class Members from prosecuting any Released Claims against any of the Released
23 Parties.

24 72. Final Judgment. Class Counsel shall provide the Settlement Administrator with a
25 copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator
26 shall mail a postcard setting forth the terms of the Final Judgment as requested by the Parties.

27 **I. Voiding the Agreement**

28 73. If the Settlement is voided or fails for any reason, Plaintiffs and Defendants will

1 have no further obligations under the Settlement, including any obligation by Defendants to pay
2 the Maximum Settlement Amount, or any amounts that otherwise would have been owed under
3 this Settlement.

4 74. If the Settlement is voided or fails for any reason, any costs incurred by the
5 Settlement Administrator shall be borne equally by Defendants and Plaintiffs, unless otherwise
6 specified in this Agreement.

7 **J. Other Terms**

8 75. Waiver. The waiver by one Party of any breach of this Agreement by another
9 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

10 76. Parties' Authority. The signatories hereto represent that they are fully authorized
11 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
12 hereof.

13 77. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
14 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
15 such documents and to take such other action as may reasonably be necessary to implement the
16 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their
17 best efforts, including all efforts contemplated by this Settlement Agreement and any other
18 efforts that may become necessary by order of the Court, or otherwise, to effectuate this
19 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of
20 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
21 Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary
22 and final approval of the settlement, and the final entry of judgment. Class Counsel shall provide
23 Defendants' Counsel with copies of the Preliminary Approval Motion and Final Approval
24 Motion for review at least three business days prior to the filing deadline.

25 78. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
26 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
27 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
28 cause of action or rights released and discharged by this Settlement Agreement.

1 79. No Admission. Defendants deny any and all liability to Plaintiffs and/or any
2 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
3 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and
4 compromise the matters at issue in the Action to avoid further substantial expense and the
5 inconvenience and distraction of protracted and burdensome litigation. Defendants also have
6 taken into account the uncertainty and risks inherent in litigation, and without conceding any
7 infirmity in the defenses that they have asserted or could assert against Plaintiffs, have
8 determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and
9 upon the terms and conditions set forth in this Agreement.

10 80. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
11 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
12 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
13 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into
14 this Settlement Agreement with the intention of avoiding further disputes and litigation with the
15 attendant inconvenience and expenses. This Settlement Agreement is a settlement document,
16 and it, along with all related documents such as the notices, and motions for preliminary and
17 final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of
18 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to
19 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation
20 for class certification as part of this Settlement Agreement is for settlement purposes only and if,
21 for any reason the settlement is not approved, the stipulation will be of no force or effect.

22 81. Notices. Unless otherwise specifically provided herein, all notices, demands or
23 other communications given hereunder shall be in writing and shall be deemed to have been duly
24 given as of the third business day after mailing by United States registered or certified mail,
25 return receipt requested, addressed:

26 To the Settlement Class:

27 Brian Mankin
28 ***brian@LMLfirm.com***
 Lauby Mankin Lauby LLP

4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendants:

Brook T. Barnes (Bar No. 276667)
brook.barnes@procopio.com
Procopio Cory Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101
Tel: (619) 238-1900 | Fax: (619) 235-0398

82. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement. Plaintiffs and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

83. Captions and Interpretations. 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 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

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

85. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendants agree to seek the help of the mediator to resolve any

1 dispute they are unable to resolve informally. During this period, the Parties shall bear their own
2 attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding
3 instituted by any person or entity other than Plaintiffs or Defendants.

4 86. Choice of Law. This Settlement Agreement shall be governed by and construed,
5 enforced and administered in accordance with the laws of the State of California.

6 87. Integration Clause. This Settlement Agreement contains the entire agreement
7 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
8 or contemporaneous agreements, understandings, representations, and statements, whether oral
9 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
10 hereunder may be waived except in writing.

11 88. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
12 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
13 successors and assigns.

14 89. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
15 because the members of the Settlement Class are numerous, it is impossible or impractical to
16 have each Class member execute this Settlement Agreement. The Notice will advise all
17 Settlement Class Members of the binding nature of the release provided herein and such shall
18 have the same force and effect as if this Settlement Agreement were executed by each Settlement
19 Class Member.

20 90. Invalidity of Any Provision. Before declaring any provision of this Settlement
21 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
22 extent possible consistent with applicable precedents so as to define all provisions of this
23 Settlement Agreement valid and enforceable.

24 91. Counterparts. This Settlement Agreement may be executed in counterparts, and
25 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
26 deemed an original, and, when taken together with other signed counterparts, shall constitute one
27 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
28 Electronic signatures shall have the same force and effect as an original.

1 Dated: 10/27/21

PLAINTIFF AND CLASS REPRESENTATIVE



Blair Woods (Oct 27, 2021 16:03 PDT)

Blair Woods

2
3
4 Dated: 10/27/21

PLAINTIFF AND CLASS REPRESENTATIVE



Kenneth Jackson (Oct 27, 2021 18:23 PDT)

Kenneth Jackson

5
6
7
8 Dated: 10/28/2021

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP



Brian J. Mankin

Attorneys for Plaintiffs

9
10
11
12
13 Dated: _____

DEFENDANT JUST IN TIME CARGO INC.

14
15
16 By: _____

Title: _____

17 Dated: _____

DEFENDANT TACHE GABRIEL GEORGESCU

18
19
20 Tache Gabriel Georgescu

21
22 Dated: _____

DEFENDANTS' COUNSEL:
PROCOPIO CORY HARGREAVES & SAVITCH LLP

23
24
25 Brook T. Barnes, Esq.
Attorneys for Defendants

1 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

2
3
4 Blair Woods

5 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

6
7 Kenneth Jackson

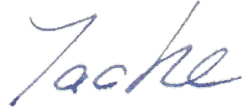
8 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

9
10
11 Brian J. Mankin
12 Attorneys for Plaintiffs

13 Dated: October 28, 2021

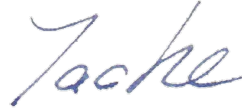
DEFENDANT JUST IN TIME CARGO INC.

14
15 

16 By: Tache Gabriel Georgescu
17 Title: President

18 Dated: October 28, 2021

DEFENDANT TACHE GABRIEL GEORGESCU

19
20 

Tache Gabriel Georgescu

21
22 Dated: October 28, 2021

DEFENDANTS' COUNSEL:
PROCOPIO CORY HARGREAVES & SAVITCH LLP

23
24 

25 Brook T. Barnes, Esq.
26 Attorneys for Defendants
27
28

EXHIBIT “B”

Selection Criteria	
Clie.Selection	Include: Woods v Just In Time Cargo
Slip.Transaction Type	Expense
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
580719	EXP	EBF	1	75.00	75.00
1/8/2020		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
LWDA - Check # 533					
581225	EXP	EBF	1	1435.00	1435.00
1/9/2020		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
Clerk of The Court - San Bernardino - Complaint					
580795	EXP	SJA	1	29.95	29.95
1/14/2020		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 4169872 FILE:					
SUMMONS; CIVIL CASE COVER SHEET;					
CERTIFICATE OF ASSIGNMENT; COMPLAINT					
CHECK ATTACHED					
Court: San Bernardino County Superior Court -					
Central District					
581074	EXP	SJA	138	0.06	8.28
1/31/2020		Copying			
WIP		Woods v Just In Time C		Do Not Bill	
78 copies @ \$0.06 for Complaint					
60 copies @ \$0.06 for Complaint for Service					
581095	EXP	SJA	1	52.05	52.05
1/31/2020		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Postage for the month of January 2020					
581260	EXP	SJA	1	89.95	89.95
2/12/2020		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 4196772 Serve: JUST IN TIME CARGO					
INC., A CALIFORNIA CORPORATION					
SUMMONS; CLASS ACTION COMPLAINT; CIVIL					
CASE COVER SHEET; INITIAL CASE					
MANAGEMENT CONFERENCE ORDER;					
GUIDELINES FOR THE COMPLEX LITIGATION					
PROGRAM; ADR					

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Lauby, Mankin & Lauby LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Court: San Bernardino County Superior Court - Central District					
581719	EXP	SJA	1	29.95	29.95
3/13/2020		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv #4397807 to FILE: FIRST AMENDED COMPLAINT					
CHECK ATTACHED					
Court: San Bernardino County Superior Court - Central District					
581990	EXP	SJA	1	4.40	4.40
3/31/2020		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Postage for the month of March 2020					
582677	EXP	SJA	108	0.06	6.48
7/31/2020		Copying			
WIP		Woods v Just In Time C		Do Not Bill	
108 copies @ \$0.06 for Amended LWDA letter					
582678	EXP	SJA	1	23.10	23.10
7/31/2020		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Postage for the month of July 2020					
583080	EXP	SJA	1	9.50	9.50
8/31/2020		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
San Bernardino Superior Court Order ID #378587 for copy of complaint in related case					
583228	EXP	SJA	78	0.06	4.68
9/9/2020		Copying			
WIP		Woods v Just In Time C		Do Not Bill	
78 copies @ \$0.06 for SAC to court					
583229	EXP	SJA	1	2.20	2.20
9/9/2020		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Postage for the month of September 2020					
583231	EXP	SJA	1	7000.00	7000.00
9/10/2020		Mediation Fees			
WIP		Woods v Just In Time C		Do Not Bill	
Mariam Zadeh Mediation Inv 22712 for 10-28-2020 mediation date					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
583278	EXP	SJA	1	94.00	94.00
9/14/2020		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
CourtCall ID #10852352 for 9-15-20 CMC					
583311	EXP	SJA	1	2.50	2.50
9/17/2020		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
San Bernardino Superior Court Order ID #379960 for copy of joint statement on related case					
583359	EXP	SJA	1	0.50	0.50
9/30/2020		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Postage for the month of September 2020					
583465	EXP	SJA	1	8.44	8.44
10/22/2020		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Texas DOT Order ID #486882590 for copy of crash report					
583492	EXP	SJA	1	1125.00	1125.00
11/2/2020		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Torrey Partners Inv 19688					
583870	EXP	SJA	1	100.95	100.95
12/31/2020		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 5195763 Serve: Natalia Georgescu					
Summons; Amendment to Complaint; Second Amended Complaint; ADR					
Court: San Bernardino County Superior Court - Central District					
583928	EXP	SJA	1	190.90	190.90
1/29/2021		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 5195754 Serve: Tache Gabriel Georgescu					
Summons; Amendment to Complaint; Second Amended Complaint; ADR					
Court: San Bernardino County Superior Court - Central District					
584255	EXP	SJA	8	0.06	0.48
2/26/2021		Copying			
WIP		Woods v Just In Time C		Do Not Bill	
8 copies @ \$0.06 for Notice of Name Change					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
584256	EXP	SJA	1	0.51	0.51
2/26/2021		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Postage for the month of February 2021					
584973	EXP	SJA	1	94.00	94.00
5/26/2021		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
CourtCall ID #11227849 for 5-25-21 CMC					
585604	EXP	SJA	1	94.00	94.00
7/29/2021		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
CourtCall ID #11297570 for 7/28/2021 Case management conference					
585986	EXP	MAA	1	207.45	207.45
11/2/2021		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 6288481					
File and Conform:					
Motion					
Order					
Declaration					
Court: San Bernardino County Superior Court - Central District					
586011	EXP	MAA	1	79.95	79.95
11/9/2021		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 6306687					
File and Conform:					
Motion					
Order					
Declaration					
Court: San Bernardino County Superior Court - Central District					
586046	EXP	MAA	1	94.00	94.00
11/24/2021		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
CourtCall ID #11392745 for 11/22/21 Case management conference					
586208	EXP	MAA	1	94.00	94.00
12/23/2021		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
CourtCall ID #11414687 for 12-22-21 MPA					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
586209	EXP	MAA	1	3.00	3.00
12/23/2021		Court fees			
WIP		Woods v Just In Time C		Do Not Bill	
San Bernardino Superior Court Ref No. PMT627164 for copy of signed order on MPA					
586724	EXP	MAA	1	56.95	56.95
3/16/2022		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv 6805664 File and conform in Dept. S26 . -Stipulation to Reschedule Hearing *Advance fee* Court: San Bernardino County Superior Court - Central District					
586783	EXP	TLG	1	71.65	71.65
3/31/2022		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Bosco Inv#6871640 File and conform in Dept. S26 . -Stipulation to Amend; Proposed Order *Advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 3/29/2022					
586837	EXP	TLG	1	50.00	50.00
5/2/2022		Postage			
WIP		Woods v Just In Time C		Do Not Bill	
Estimated cost to overnight settlement check to client					
586835	EXP	TLG	1	350.00	350.00
5/13/2022		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Estimated fee to file MFA and related docs via Bosco					
586836	EXP	TLG	1	188.00	188.00
6/7/2022		Attorney Servic			
WIP		Woods v Just In Time C		Do Not Bill	
Estimated cost for Courtcall for MFA					
Grand Total					
			Billable	0.00	0.00
			Unbillable	0.00	11676.82
			Total	0.00	11676.82

EXHIBIT “C”