

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com

Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com

LAUBY, MANKIN & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444
Fax: (951) 320-1445

Attorneys for Plaintiffs and others similarly situated

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

RUDOLPH OLLARSABA and AGUSTIN
SELVA, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiffs,

vs.

PUMPMAN, LLC, a California Limited
Liability Company; PUMPMAN
INTERMEDIATE HOLDINGS, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2008889

*[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: November 22, 2021

Time: 10:00 a.m.

Dept: S26

Complaint filed: May 29, 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 am a partner and manage the employment law department 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.

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 approximately 500 employee vs. employer litigation matters
7 during my 20 years in practice. Over the last 15 years, my practice has almost entirely consisted
8 of 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 approximately half of those actions to date, and anticipate
12 receiving 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 each of the last three years, I have been selected by my peers as a “Super
26 Lawyer” in Employment Litigation.

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8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$212,912.88, after the deductions set forth in the chart below:

8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$212,912.88, after the deductions set forth in the chart below:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 395,000.00
Attorneys' Fees (1/3)	\$ 131,666.66
Litigation Costs	\$ 7,420.46
Administrator Costs	\$ 3,000.00
PAGA Penalties	\$ 20,000.00
Class Representatives' Service Award	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 212,912.88

10. The response from the Class Members was overwhelmingly positive, as no Class Member objected to or opted-out of the settlement.

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 100% 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 recently upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement,
4 Class Counsel is seeking a fee of \$131,666.66, 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 \$395,000, and the employees will receive
8 \$3,735.31 on average. This is a great result in light of the disputed nature of the claims alleged.
9 This result was achieved by the work and success of my office, who negotiated the settlement
10 after 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 Peter Carlson and me. Mr.
6 Carlson works exclusively with me on employment law matters and has been in practice for 7
7 years. He bills at the hourly rate of \$495/hour. I have been in practice for 20 years, with most of
8 those years handling complex litigation and for nearly the last 15 years, my practice has almost
9 entirely consisted of handling class action wage and hour matters. My billing rate is \$695/hour.
10 My rate has been approved by Courts in Riverside, San Bernardino, Los Angeles, Orange and
11 San Diego counties, as well as in several District Courts in California. I believe these rates are
12 consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not
13 somewhat lower (i.e., the Laffrey Matrix at www.laffreymatrix.com indicates that the benchmark
14 rate for a 4 year attorney to be \$455/hour and a 12 year attorney at \$742/hour). The Real Rate
15 Report then compiles and analyzes this data to provide the hourly rates for partners and
16 associates in major metropolitan areas. For the southern California area, which is based on
17 billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that: (a) the
18 rates for partners in Los Angeles is between \$640 and \$869.75 per hour for the middle and upper
19 quartiles, and (b) the rates for associates in Los Angeles is between \$478.74 and \$638.97 for the
20 median and upper quartiles. (*Id.*) And, perhaps most importantly, the information provided in
21 the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or
22 other publications – instead, the Real Rate Report is based on the actual hours and fees billed by
23 law firms. (*Id.*) These numbers are not surprising given that a 4-year-old article in the National
24 Law Journal stated that in **2014** partners in Los Angeles charge an average of \$665, while the
25 average associate rate is \$401. (Sloan, \$1,000 Per Hour Isn't Rare Anymore; Nominal Billing
26 Levels Rise, But Discounts Ease Blow (2014) Nat. Law Journal.)²

27
28 ² The article notes that at Irell & Manella, the average partner rate is \$890/hr; Mannatt, Phelps & Phillips is \$740/hr; O'Melveny & Meyers is \$715/hr; and Jeffer Mangels Butler & Mitchell is \$690/hr. *Id.*

24. I have reviewed the work performed on the case. 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 \$110,551 through the conclusion of this matter, resulting in a multiplier of only 1.19, as noted in the chart below:

Attorney	Experience	Rate per Hour	Hours	Total Lodestar
Brian Mankin	20 years	\$695	83 ³	\$57,685
Peter Carlson	7 years	\$495	97.9	\$52,866
Total Lodestar				\$110,551

25. 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.

26. 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 \$15,000 in costs. Through final approval, my office incurred \$7,420.46 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.

REASONABLENESS OF REQUESTED SERVICE AWARDS

27. 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

³ Includes an estimated 35 hours of work finalizing this motion, attending final approval, working with Defense Counsel and the Administrator finalizing this matter, submitting a declaration of disbursement and other matters.

1 providing valuable information. (See their declarations for supporting information.) Indeed,
2 their participation was an essential element of Defendants' desire to mediate and of the pre and
3 post mediation analysis that allowed Class Counsel to settle the case. Of course, they also took
4 on various risks, including the risk that they could have been ordered to pay Defendants' costs if
5 they lost and the risk of retaliation and being black-balled in the industry. Finally, Defendants do
6 not oppose the requested service awards.

7 SUBMISSION TO THE LWDA

8 28. The Motion and declarations, including the Settlement Agreement, have
9 concurrently been submitted to the LWDA. (See Exhibit "C").

10 EXHIBITS AND CONCLUSION

11 29. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
12 "A."

13 30. Attached hereto as Exhibit "B" is a true and correct copy of an itemized statement
14 of my firm's litigation costs.

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

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

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed on October 28, 2021, at Riverside, California.

22
23 By: 
24 Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY MANKIN LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs Rudolph Ollarsaba and Agustin Selva and all others similarly situated

Adriana Cara [CSB No. 221915]
adriana.cara@fisherbroyles.com
FISHER BROYLES, LLP
2244 Faraday Avenue, PMB
Carlsbad, CA 92008
Telephone: 760-448-5669
Facsimile: 760-448-5687

Attorneys for Defendants Pumpman, LLC, and Pumpman Intermediate Holdings, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

RUDOLPH OLLARSABA and AGUSTIN
SELVA, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiff,

vs.

PUMPMAN, LLC, a California Limited
Liability Company; PUMPMAN
INTERMEDIATE HOLDINGS, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2008889

*[Assigned to Honorable 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 Rudolph Ollarsaba and Agustin Selva, individually and on behalf of all others
3 similarly situated, and Defendants Pumpman, LLC, and Pumpman Intermediate Holdings, LLC,
4 (“Defendants”) and is approved by their respective counsel of record, subject to the terms and
5 conditions hereof and the Court’s approval.

6 **A. Definitions**

7 1. “Action” or “Lawsuit” means and refers to the case entitled *Ollarsaba et al. v.*
8 *Pumpman, LLC, and Pumpman Intermediate Holdings, LLC., et al.*, San Bernardino County
9 Superior Court, Case No. CIVDS2008889.

10 2. “Aggrieved Employee(s)” means Plaintiff and all current and former non-exempt
11 employees of Defendants and who worked at the Baldwin Park location in California at any time
12 during the PAGA Period.

13 3. “Settlement Agreement” or “Agreement” shall mean this Class Action Settlement
14 Agreement and Release of Claims.

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 Defendants will diligently and in good
18 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
19 which shall include, for each Settlement Class Member, the individual’s full name; last known
20 address; telephone number; Social Security Number; total Weeks Worked during the PAGA
21 Period; and the total Weeks Worked during the Class Period.

22 6. “Class Period” is deemed to be any time during the period of May 29, 2016
23 through the Preliminary Approval Date.

24 7. “Class Representatives” or “Plaintiffs” means and refers to Rudolph Ollarsaba
25 and Agustin Selva.

26 8. “Complaint” refers to the operative first amended complaint on file alleging class
27 and representative PAGA claims, filed in the San Bernardino County Superior Court on May 29,
28 2020, and amended on September 25, 2020, in the matter of *Rudolph Ollarsaba and Agustin*

1 *Selva v. Pumpman, LLC, et al., et al.*, San Bernardino County Superior Court Case No.
2 CIVDS2008889.

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

5 10. “Defendants” means and refers to Pumpman, LLC, and Pumpman Intermediate
6 Holdings, LLC.

7 11. “Defendants’ Counsel” or “Defense Counsel” means and refers to Adriana Cara
8 of Fisher Broyles, LLP.

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

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

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

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

25 16. “Maximum Settlement Amount” shall have the meaning ascribed to it in
26 Paragraph 47(a) below.

27 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b)
28 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 Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant
7 to Paragraph 69(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 May 29, 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 PAGA claims that Plaintiffs alleged against the Released
16 Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in
17 Plaintiffs’ Complaint and in Plaintiffs’ LWDA notice letter(s), including all PAGA claims
18 seeking civil penalties that is premised upon (1) failure to pay minimum wages, (2) failure to pay
19 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
20 to reimburse business expenses, (6) failure to failure to timely pay wages each period and upon
21 separation of employment, (7) failure to provide accurate itemized wage statements, and (8) all
22 other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code
23 §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint. The time period governing
24 the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released
25 Claims do not release any Aggrieved Employee’s 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 timely valid Requests 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 court 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 Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant meal periods, (4) failure to provide compliant rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period and upon separation of employment, and (7) failure to provide accurate itemized wage statements, (8) unfair and unlawful competition, and (9) all other claims for statutory penalties based on the facts or claims alleged in the Complaint.

30. “Released Parties” means Defendants and their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, successors and assigns.

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. The *res judicata* effect of the Judgment
5 will be the same as that of the Release.

6 33. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 69(a)
7 below.

8 34. “Service Payment” or “Service Award” means the amount approved by the Court
9 to be paid to Class Representatives Rudolph Ollarsaba and Agustin Selva, in addition to their
10 Individual Settlement Payments as a Participating Class Member.

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

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

23 37. “Settlement Class” or “Covered Position” consists of all current and former non-
24 exempt employees of Defendants and who worked at the Baldwin Park location in California at
25 any time during the Class Period.

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

28 39. “Work Weeks” or “Weeks Worked” for each Settlement Class Members means

any and all weeks during the Class Period in which the Settlement Class Member was employed by Defendants at the Baldwin Park location in a Covered Position and worked at least one shift during the week.

B. General Terms

40. Plaintiff filed a class and representative PAGA action complaint in the Court on May 29, 2020 against Defendants and Does 1 through 10. Plaintiff subsequently amended the Complaint on September 25, 2020. The operative Complaint alleges class and representative PAGA claims, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant meal periods, (4) failure to provide compliant rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period and upon separation of employment, and (7) failure to provide accurate itemized wage statements, (8) unfair and unlawful competition pursuant to Business and Professions Code §17200 *et seq.*, and (9) related claims under PAGA.

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 their 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 an extensive exchange of informal discovery, including Defendants' written policies and practices and the production of a sampling of payroll and timekeeping records for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation,

1 various defenses asserted by Defendants, and numerous potential appellate issues.

2 44. On March 25, 2021, Plaintiffs and Defendants participated in mediation before
3 Hon. Jonathan Cannon (ret.), a retired judge and highly experienced wage and hour class action
4 mediator. The matter resolved at mediation pursuant to a mediator's proposal.

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

9 46. Stipulation for Class Certification. For settlement purposes only, Defendants will
10 stipulate that the Settlement Class Members described herein who do not submit a Request for
11 Exclusion from the Settlement Class may be conditionally certified as a settlement class. This
12 stipulation to certification is in no way an admission that class action certification is proper and
13 shall not be admissible in this or in any other action except for the sole purposes of enforcing this
14 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'
15 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and
16 shall have no bearing on, and shall not be admissible in connection with, the issue of whether or
17 not certification would be appropriate in a non-settlement context. Defendants expressly reserve
18 their rights and declare that they would continue to oppose class certification and the substantive
19 merits of the case should the Court decline to issue Final Approval. Plaintiffs expressly reserve
20 their rights and declares that they will continue to pursue class certification and a trial should the
21 Court decline to issue Final Approval.

22 **C. Terms of Settlement**

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

24 (a) Maximum Settlement Amount: The Parties agree to settle this Action for
25 Three Hundred and Ninety-Five Thousand Dollars (\$395,000) ("the Maximum Settlement
26 Amount"). The Maximum Settlement Amount is the maximum amount that will be paid, and
27 includes Individual Settlement Payments, Attorneys' Fees and Costs Award, the Service
28 Payment to the Class Representatives, all Settlement Administration Costs, and PAGA Penalties.

Defendants shall separately pay the employers' share of their payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Maximum 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 Work Weeks a Settlement Class Member worked during the Class Period. Specific Calculations of Individual Settlement Payments will be made as follows:

- Defendants will calculate the total number of Work Weeks worked by each Settlement Class Member during the Class Period and the aggregate total number of Work 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 total number of Work Weeks, resulting in the "Work Week Value." Each Settlement Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Work Weeks during the Class Period by the Work Week Value.
- Individual Settlement Payments will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions.
- The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the

1 Settlement Administrator shall proportionally increase the Individual
2 Settlement Payment for each Participating Class Member according to the
3 number of Work Weeks worked, so that the amount actually distributed to the
4 Settlement Class equals 100% of the Net Settlement Amount.

5 (d) Allocation of Individual Settlement Payments: The Individual Settlement
6 Payments will be allocated based on the allegations in the Action as follows: one-third (33.34%)
7 will be allocated as wages subject to withholding of all applicable local, state and federal taxes;
8 and the remaining two-thirds will be allocated equally between interest (33.33%) and as penalties
9 (33.33%) (pursuant to, e.g., California Labor Code sections 203, 210, 226, 2699) from which no
10 taxes will be withheld. The Settlement Administrator will issue to each Participating Class
11 Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the
12 wage allocation and a Form 1099 with respect to the penalties and interest allocations.

13 (e) Service Payments to Class Representatives: The amount, if any, awarded
14 to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to
15 exceed \$10,000 each, in exchange for the services Plaintiffs performed on behalf of the Class
16 and for entering into the general and expansive release discussed hereinafter. Defendants agree
17 not to oppose this request. The Service Payment to Plaintiffs will be paid out of the Maximum
18 Settlement Amount. The Class Representatives will be issued IRS Form 1099 in connection with
19 this payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable
20 taxes on this payment. The Parties agree that any amount awarded as the Service Payment to
21 Plaintiffs less than the requested amount shall not be a basis for Class Counsel to void this
22 Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the
23 difference shall be added to the Net Settlement Amount to be distributed to the Participating
24 Class Members.

25 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
26 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
27 Maximum Settlement Amount (\$131,666.66), plus reasonable litigation costs not to exceed
28 \$15,000 ("Attorney's Fees and Cost Award"). Defendants agree not to oppose any contention by

1 Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's
2 Fee and Cost Award shall be paid from the Maximum Settlement Amount, and except for this
3 award, Defendants shall have no further obligation to pay any attorneys' fees, costs or expenses
4 to Class Counsel. Should the Court approve a lesser amount than what is sought by Class
5 Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the
6 Participating Class Members. Any Court order awarding less than the amount sought by Class
7 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
8 Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
9 reflecting the amount of attorneys' fees and costs awarded by the Court.

10 (g) Settlement Administration Costs: The fees and other charges of the
11 Settlement Administrator will be paid from the Maximum Settlement Amount, not to exceed
12 \$3,000 unless approved by all Parties and the Court.

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

20 (i) Tax Liability: Class Counsel and Defendants make no representations as
21 to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiffs and
22 the Settlement Class Members are not relying on any statement or representation by Class
23 Counsel or Defendants in this regard. Plaintiffs and Participating Class Members understand and
24 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
25 their respective Settlement Amounts described herein. The amount of federal income tax
26 withholding will be based upon a flat withholding rate for supplemental wage payments in
27 accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax
28 withholding will also be made pursuant to applicable state and/or local withholding codes or

1 regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
2 required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement.
3 If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after
4 the date of this Agreement, the processes set forth in this Section may be modified in a manner to
5 bring Defendants into compliance with any such changes. Plaintiffs and Participating Class
6 Members understand and agree that they will be solely responsible for the payment of any taxes
7 and penalties assessed on their respective payments described herein and will defend, indemnify,
8 and hold Defendants free and harmless from and against any claims resulting from treatment of
9 such payments as non-taxable damages.

10 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
11 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
12 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
13 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
14 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
15 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
16 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
17 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
18 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
19 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
20 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
21 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
22 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
23 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
24 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
25 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
26 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
27 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
2 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
3 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
4 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
5 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

16 49. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under
17 no circumstances will any portion of the Maximum Settlement Amount revert to Defendants.
18 Participating Class Members will not have to make a claim in order to receive an Individual
19 Settlement Payment. Distributions, in the form of Individual Settlement Payments, will be made
20 directly to each Participating Class Member. The Settlement Administrator shall be responsible
21 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
22 a result of a Participating Class Member not cashing an Individual Settlement Payment by the
23 check cashing deadline, as set forth herein.

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

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

27 51. Upon entry of the Final Approval Order and Defendants funding of the Settlement
28 Amount, and except as to such rights or claims as may be created by this Settlement Agreement,

1 the Settlement Class (other than those who submit a valid Request for Exclusion) and each
2 member of the Settlement Class who does not timely opt-out, will forever completely release and
3 discharge the Released Parties from the Released Claims for the Release Period.

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

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

9 54. Plaintiffs and Defendants intend that the Settlement described in this Agreement
10 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
11 arbitration, demand, or other action of any kind, by each and all of the Participating Class
12 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
13 Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not
14 apply to any Class Member who timely and validly opts out of the Settlement.

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

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

25
26 **E. Release by Class Representatives**

27 56. Except for Plaintiff Ollarsaba's separate individual claims for discrimination,
28 retaliation, harassment and wrongful termination ("Ollarsaba's Individual Claims," which shall

1 be released through a separate individual agreement), as a material inducement to Defendants to
2 enter into this Settlement Agreement, Class Representatives do hereby, for themselves and for
3 their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors,
4 administrators, trustees, conservators, guardians, personal representatives, and assigns forever
5 and completely release and discharge the Released Parties from any and all charges, complaints,
6 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of
7 action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory
8 penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and
9 costs) of any nature whatsoever, from the beginning of time through the execution of this
10 Agreement, whether known or unknown, suspected or unsuspected, including but not limited to
11 all claims arising out of, based upon, or relating to Class Representatives' employment with
12 Defendants or the remuneration for or termination of such employment (collectively, the "Class
13 Representatives' Claims").

14 57. Without limiting the generality of the foregoing, this general release by Class
15 Representatives includes all federal, state and local statutory claims, federal and state common
16 law claims (including but not limited to those for contract, tort and equity), including without
17 limitation the Americans with Disabilities Act, Age Discrimination in Employment Act, Title
18 VII of the Civil Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the
19 federal Age Discrimination and Employment Act ("ADEA"), the Fair Labor Standards Act, the
20 Employment Retirement Security Income Act of 1974, the California Constitution, the California
21 Fair Employment and Housing Act, the California Unfair Competition Act (California Business
22 and Professions Code section 17200 et seq.), and the California Labor Code, except for
23 Ollarsaba's Individual Claims.

24 58. Class Representatives agree that there is a risk that any injury that they may have
25 suffered by reason of the Released Parties' relationship with them might not now be known, and
26 there is a further risk that said injuries, whether known or unknown at the date of this Settlement
27 Agreement, might possibly become progressively worse, and that as a result thereof further
28 damages may be sustained. Nevertheless, Class Representatives agree to forever and fully

1 release and discharge the Released Parties, and understand that by the execution of this
2 Settlement Agreement no further claims for any such injuries that existed at the time of the
3 execution of this Settlement Agreement may ever be asserted by Class Representatives with
4 respect to claims arising in the time period from the beginning of time to the execution of this
5 Settlement Agreement.

6 59. Class Representatives warrant and represents that they have not filed any
7 administrative charge with any federal, state or local government agency (*e.g.*, EEOC, DFEH,
8 NLRB, SEC, *etc.*) as of the date they executed this Settlement Agreement. Class Representatives
9 acknowledge and understand that such warranty and representation is a material term to
10 receiving a Service Award.

11 60. Class Representatives expressly waive and relinquish all rights and benefits
12 afforded by Section 1542 of the Civil Code of the State of California and do so understanding
13 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
14 Code of the State of California states:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
16 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
17 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
18 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

20 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
21 full and complete release and discharge of all parties, Class Representatives and Class Counsel
22 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
23 without limitation, all claims that Class Representatives knew of, as well as all claims that they
24 do not know or suspect to exist in their favor against the Released Parties, or any of them, for the
25 time period from the beginning of time to the execution of this Settlement Agreement, and that
26 this Settlement Agreement contemplates the extinguishment of any such Class Representatives'
27 claims. Notwithstanding the above, the general release by Class Representatives shall not extend
28 to claims for workers' compensation benefits, claims for unemployment benefits, or other claims

that may not be released by law.

F. Interim Stay of Proceedings

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

G. Notice Process

62. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Payments, drafting and mailing the settlement checks to Participating Class Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

63. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendants notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Settlement Class Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Class Data. Within fifteen (15) business days after entry of the Preliminary

1 Approval Order, Defendants shall provide the Class Data to the Settlement Administrator. The
2 Settlement Administrator will run a check of the Class Members' addresses against those on file
3 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the
4 Settlement Administrator will remain confidential, shall be used solely to administer the
5 Settlement, and will not be used or disclosed to anyone, except as required by applicable tax
6 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although
7 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
8 Counsel from communicating with Class Members regarding the Action and Settlement.

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

14 66. Returned Notices. The Settlement Administrator will take steps to ensure that the
15 Notice is received by all Settlement Class Members, including utilization of the National Change
16 of Address Database maintained by the United States Postal Service to review the accuracy of
17 and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for
18 whom an updated address is located within ten (10) calendar days following both the Settlement
19 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
20 shall be identical to the original Notice, except that it shall notify the Class Member that the
21 exclusion (opt-out) request or objection must be returned by the later of the Notice Response
22 Deadline or fifteen (15) days after the remailing of the Notice.

23 67. Disputes Regarding Information on Notices. Class Members are deemed to
24 participate in the Settlement, unless they opt-out. The Notice will inform Class Members of
25 his/her estimated Individual Settlement Payment and the number of Weeks Worked during the
26 Class Period. Class Members may dispute their Weeks Worked if they feel they should be
27 credited with more Work Weeks than Defendants' records show by timely submitting evidence
28 to the Settlement Administrator. Defendants' records will be presumed determinative absent

1 reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the
2 evidence submitted by the Class Member and provide the evidence submitted to Class Counsel
3 and Defense Counsel who agree to meet and confer in good faith about the evidence to determine
4 the Class Member's actual number of Work Weeks and estimated Individual Settlement
5 Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the
6 dispute to the Settlement Administrator to render a final decision. Class Members will have until
7 the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by
8 the Court. In the event that the Settlement Administrator increases the number of Weeks
9 Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the
10 Individual Settlement Payments; accordingly, in no event will Defendants be required to increase
11 the Maximum Settlement Amount.

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

15 69. Settlement Class Members' Rights. Each Settlement Class Member will be fully
16 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or
17 request exclusion from the Settlement. The Notice will inform the Settlement Class Members of
18 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
19 in accordance with the following guidelines:

20 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
21 Member, other than Plaintiffs, may request to be excluded from the Settlement Class by
22 submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before
23 the Notice Response Deadline. The Request for Exclusion should state:

24
25 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT
26 CLASS IN THE OLLARSABA V. PUMPMAN LLC LAWSUIT.
27 I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM
28 THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY

1 MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

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

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

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

24 (c) Objections to Settlement. Any Settlement Class Member, other than
25 Plaintiffs, may object to the terms of this Agreement. To object, a Settlement Class Member
26 shall inform the Settlement Administrator, in writing, of his or her objection which must be
27 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
28 objection shall include the objecting Settlement Class Member’s full name, address, telephone

1 number, and dates of employment with Defendants, the case name and number, the basis for the
2 objection, including any legal support and each specific reason in support of the objection, as
3 well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class
4 Member is represented by counsel, the name and address of his or her counsel. The Settlement
5 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within
6 three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its
7 declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any
8 Participating Class Member who files an objection remains eligible to receive monetary
9 compensation from the Settlement. Plaintiffs and Defendants shall not be responsible for any
10 fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
11 objections to the Settlement. Submitting an objection does not preserve the right to appeal a
12 final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely
13 and properly intervening or filing a motion to vacate the judgment under Code of Civil
14 Procedure § 663.

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

23
24 (e) Responses to Objections. Counsel for the Parties may file a response to
25 any objections submitted by objecting Settlement Class Members at least five (5) court days
26 before the date of the Final Approval Hearing.

27 (f) Settlement Class Members will have until the Notice Response Deadline
28 to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The

1 Settlement Administrator shall disclose jointly to Class Counsel and Defendants' counsel what
2 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
3 request of Class Counsel or Defense Counsel.

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

14 70. Funding of the Settlement Amount. Defendants shall make a one-time deposit
15 into the QSF of the Maximum Settlement Amount (including the employers' share of the payroll
16 taxes) by the later of December 1, 2021 or fifteen (15) calendar days after the Effective Date.
17 Once Defendants have complied with their obligation set forth in this paragraph, they shall be
18 deemed to have satisfied all of the terms and conditions of this Agreement, shall be entitled to all
19 the protections afforded it under the Agreement, and shall have no further obligations under the
20 Agreement, regardless of what occurs with respect to the further administration of the
21 Settlement. The Settlement Administrator (and not Defendants) shall issue the applicable W-2s
22 and IRS Form 1099 reflecting all payments to the Class Members.

23
24 71. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
25 payment into the QSF, the Settlement Administrator will mail the Individual Settlement
26 Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys'
27 Fees and Costs Award, any Service Payment to the Class Representatives, the payment to the
28 LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

1 72. Deadline for Cashing Settlement Checks. Participating Class Members shall have
2 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.
3 If any Participating Class Member's check is not cashed within that period, the check will be
4 void and a stop-payment will be issued, and the Settlement Administrator shall issue the
5 unclaimed funds to the California State Controller's Office in the name of the Class Member.
6 The release will be binding upon all Participating Class Members who do not cash their checks
7 within the 180-day period. In the event that any settlement check is returned to the Settlement
8 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
9 business days of receipt of the returned settlement check, perform a skip trace to locate the
10 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
11 located by these means, the Administrator will have ten (10) business days to re-issue the check.
12 Neither Defendants, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement
13 Administrator will have any liability for lost or stolen settlement checks, forged signatures on
14 settlement checks, or unauthorized negotiation of settlement checks. Without limiting the
15 foregoing, in the event a Participating Class Member notifies the Settlement Administrator that
16 he or she believes that a settlement check has been lost or stolen, the Settlement Administrator
17 shall immediately stop payment on such check. If the check in question has not been negotiated
18 prior to the stop payment order, the Settlement Administrator will issue a replacement check.

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

24 **H. Duties of the Parties Prior to the Court's Approval**

25 74. Promptly after execution of this Settlement Agreement, Plaintiffs will move the
26 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
27 accomplishing the following:

- 28 (a) Scheduling the Final Approval Hearing on the issue of whether this

Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payments;

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

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

(d) Preliminarily approving this Settlement; and

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

I. Duties of the Parties Following Court's Final Approval

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

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

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representatives, and the payment to the Settlement Administrator for costs of administering the settlement; and

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

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

J. Voiding the Agreement

77. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

1 78. If the Settlement is voided or fails for any reason, any costs incurred by the
2 Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise
3 specified in this Agreement.

4 **K. Other Terms**

5 79. Waiver. The waiver by one Party of any breach of this Agreement by another
6 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

7 80. Parties' Authority. The signatories hereto represent that they are fully authorized
8 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
9 hereof.

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

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

26 83. No Admission. Defendants deny any and all liability to Plaintiffs and/or any
27 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
28 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and

1 compromise the matters at issue in the Complaint to avoid further substantial expense and the
2 inconvenience and distraction of protracted and burdensome litigation. Defendants also have
3 taken into account the uncertainty and risks inherent in litigation, and without conceding any
4 infirmity in the defenses that they have asserted or could assert against Plaintiffs, have
5 determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and
6 upon the terms and conditions set forth in this Agreement.

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

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

23
24 To the Settlement Class:

25 Brian Mankin
26 *brian@LMLfirm.com*
27 Lauby Mankin Lauby LLP
28 4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendants:

Adriana Cara
adriana.cara@fisherbroyles.com
FISHER BROYLES, LLP
2244 Faraday Avenue, PMB
Carlsbad, CA 92008
Tel: 760-448-5669 | Fax: 760-448-5687

86. 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.

87. 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.

88. 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.

89. 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 dispute they are unable to resolve informally. During this period, the Parties shall bear their own

attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendants.

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

91. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, 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.

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

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

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

95. Counterparts. This Settlement Agreement 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 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: May 18, 2021

PLAINTIFF AND CLASS REPRESENTATIVE:


Rudy Ollarsaba (May 18, 2021 07:16 PDT)

Rudolph Ollarsaba

Dated: May __, 2021

PLAINTIFF AND CLASS REPRESENTATIVE:

Agustin Selva

Dated: May __, 2021

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: May __, 2021

PLAINTIFF AND CLASS REPRESENTATIVE:

Rudolph Ollarsaba

Dated: May 28, 2021

PLAINTIFF AND CLASS REPRESENTATIVE:



Agustín Calazan selva (May 28, 2021 14:06 PDT)

Agustin Selva

Dated: May 28, 2021

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP



Brian J. Mankin
Attorneys for Plaintiff

1 Dated: May 22, 2021

DEFENDANT:
PUMPMAN, LLC

3 Donald C Devine
4 By: Donald C Devine
5 Title: Chief Executive Officer

6 Dated: May 22, 2021

DEFENDANT:
PUMPMAN INTERMEDIATE HOLDINGS, LLC

8 Donald C Devine
9 By: Donald C Devine
10 Title: Chief Executive Officer

11 Dated: May __, 2021

DEFENDANTS' COUNSEL:
FISHER BROYLES, LLP

13 Adriana Cara
14 Adriana Cara, Esq.
15 Attorneys for Defendants

16 END OF DOCUMENT

EXHIBIT “B”

Selection Criteria

Clie.Selection Include: Ollarsaba v Pumpman
Slip.Transaction Type Expense
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Phase/Task	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
582353 5/20/2020 WIP LWDA Check #558	EXP	EBF Court fees Ollarsaba v Pumpman	1	75.00 Do Not Bill	75.00
582385 5/29/2020 WIP 440 copies @ \$0.06 for LWDA letters and letters to employer	EXP	SJA Copying Ollarsaba v Pumpman	440	0.06 Do Not Bill	26.40
582386 5/29/2020 WIP Postage for the month of May 2020	EXP	SJA Postage Ollarsaba v Pumpman	1	47.30 Do Not Bill	47.30
582519 6/11/2020 WIP San Bernardino Superior Court Receipts to fax file complaint	EXP	SJA Court fees Ollarsaba v Pumpman	1	1480.77 Do Not Bill	1480.77
582556 6/16/2020 WIP Bosco Inv 4600141 Serve: PUMPMAN, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; ADR Court: San Bernardino County Superior Court - Central District	EXP	SJA Attorney Servic Ollarsaba v Pumpman	1	101.45 Do Not Bill	101.45
582487 6/30/2020 WIP Postage for the month of June 2020	EXP	SJA Postage Ollarsaba v Pumpman	1	1.00 Do Not Bill	1.00

10/21/2021
12:23 PM

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		
582545	EXP	SJA	4	0.06	0.24
6/30/2020		Copying			
WIP		Ollarsaba v Pumpman		Do Not Bill	
4 copies @ \$0.06 for POS to court					
582681	EXP	SJA	1	104.45	104.45
7/22/2020		Attorney Servic			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Bosco Inv 4695286 Serve: PUMPMAN					
INTERMEDIATE HOLDINGS, LLC, A DELAWARE					
LIMITED LIABILITY COMPANY					
SUMMONS; COMPLAINT; CIVIL CASE COVER					
SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL					
COMPLEX ORDER AND GUIDELINES; INITIAL					
CASE MANAGEMENT CONFERENCE ORDER;					
GUIDELINES FOR THE COMPLEX LITIGATION					
PROGRAM; ADR					
Court: San Bernardino County Superior Court -					
Central District					
582679	EXP	SJA	196	0.06	11.76
7/31/2020		Copying			
WIP		Ollarsaba v Pumpman		Do Not Bill	
192 copies @ \$0.06 for Amended LWDA letter					
4 copies @ \$0.06 for Proof of Service					
582680	EXP	SJA	1	46.70	46.70
7/31/2020		Postage			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Postage for the month of July 2020					
583044	EXP	SJA	1	94.00	94.00
8/27/2020		Court fees			
WIP		Ollarsaba v Pumpman		Do Not Bill	
CourtCall ID #10820719 for 8/28/20 CMC					
583387	EXP	SJA	1	4425.00	4425.00
10/5/2020		Mediation Fees			
WIP		Ollarsaba v Pumpman		Do Not Bill	
JAMS Inv 5418350 for Mediation with Hon. Carl J.					
West					
584261	EXP	SJA	8	0.06	0.48
2/26/2021		Copying			
WIP		Ollarsaba v Pumpman		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		
584262	EXP	SJA	1	0.51	0.51
2/26/2021		Postage			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Postage for the month of February 2021					
584366	EXP	SJA	1	139.95	139.95
3/30/2021		Attorney Servic			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Bosco Inv 5504964 Serve: Agustin Selva					
Letter Dated March 26, 2021; Memorandum of					
Understanding Settlement Terms					
Court: San Bernardino County Superior Court -					
Central District					
584795	EXP	SJA	1	0.00	0.00
5/13/2021		Court fees			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Clerk of the Court - San Bernardino - Check No.					
1003 - MPA - VOIDED					
585026	EXP	SJA	1	155.95	155.95
6/7/2021		Attorney Servic			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Bosco Inv. 5748208 File and conform					
-Motion					
-Declaration					
-Proposed Order					
Advance fee					
Court: San Bernardino County Superior Court -					
Central District					
585641	EXP	SJA	1	2.50	2.50
8/5/2021		Court fees			
WIP		Ollarsaba v Pumpman		Do Not Bill	
San Bernardino Superior Court Reference No.					
PMT579819 for copy of signed order on MPA					
585646	EXP	SJA	1	94.00	94.00
8/5/2021		Court fees			
WIP		Ollarsaba v Pumpman		Do Not Bill	
CourtCall ID #11304239 for 8-4-21 MPA					
585939	EXP	TLG	1	300.00	300.00
10/14/2021		Attorney Servic			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Estimated fee for Bosco to file MFA and supporting					
docs					

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Slip Listing

Page 4

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		
585940	EXP	TLG	1	188.00	188.00
10/14/2021		Attorney Servic			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Estimated fee for Courtcall for MFA					
585941	EXP	TLG	1	110.00	110.00
10/14/2021		Court fees			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Estimated fee for MFA and related docs					
585942	EXP	TLG	250	0.06	15.00
10/14/2021		Copying			
WIP		Ollarsaba v Pumpman		Do Not Bill	
Estimated copies for MFA and related docs					
Grand Total					
			Billable	0.00	0.00
			Unbillable	0.00	7420.46
			Total	0.00	7420.46

EXHIBIT “C”