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Attorneys for Plaintiff Bobby Moody and others similarly situated

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

BOBBY MOODY, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DURA TECHNOLOGIES, INC, a Wyoming
Corporation; HAWKEYE INDUSTRIES
INC., a Georgia Corporation; REVCHEM
COMPOSITES, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS2008887
*[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: August 4, 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 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 Plaintiff's 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 200 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 - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (Garcia v. Macy’s, San Bernardino 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 \$180,431.83, after the deductions set forth in the chart below:

9. The process of mailing the Class Notice was very successful, as all Class Notices were deemed deliverable by the Settlement Administrator – a 100% success rate.

11. As discussed at length in Plaintiff's 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 over \$1,000 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 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 Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendant contested Plaintiff's claims, and Plaintiff faced real

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

13 ADEQUACY OF COUNSEL AND

14 REASONABLENESS OF REQUESTED FEE AND COST AWARDS

15 14. As set forth above, I have handled over 200 class and representative actions, have
16 been appointed as class counsel and have successfully resolved well over half of those class
17 actions, and many others remain pending and will successfully resolve in the future while
18 recovering in excess of \$250 million dollars for my clients and Class Members. This is
19 substantially better than average accordingly to Mayer Brown LLP's study entitled, An
20 Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.* (9th Cir.
21 2014) 753 F.3d 918, which found that only one-third of class actions are successful, compared to
22 two-thirds that are defeated and result in no payment to the class members.¹

23 15. When this case was taken on a contingency fee basis, with my firm agreeing to
24 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
25 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
26 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.
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28 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 \$116,666.66, 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 \$350,000, and the employees will receive over
8 \$1,000 on average. This is a good 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, Plaintiff faced significant risks going forward with the litigation. As
12 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
13 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
14 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff 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 Plaintiff 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 Plaintiff 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. As set
6 forth in Mr. Carlson's declaration, he works exclusively with me on employment law matters and
7 has been in practice for 7 years. He bills at the hourly rate of \$540/hour. I have been in practice
8 for 20 years, with most of those years handling complex litigation and for nearly the last 15
9 years, my practice has almost entirely consisted of handling class action wage and hour matters.
10 My billing rate is \$695/hour. My rate has been approved by Courts in Riverside, San
11 Bernardino, Los Angeles, Orange and San Diego counties, as well as in several District Courts in
12 California. I believe these rates are consistent with Plaintiff and Defense attorneys who handle
13 complex class action litigation, if not somewhat lower (i.e., the Laffrey Matrix at
14 www.laffreymatrix.com indicates that the benchmark rate for a 4 year attorney to be \$455/hour
15 and a 12 year attorney at \$742/hour). The Real Rate Report then compiles and analyzes this data
16 to provide the hourly rates for partners and associates in major metropolitan areas. For the
17 southern California area, which is based on billing entries for 1,125 partners and 1,566
18 associates, the Real Rate Report states that: (a) the rates for partners in Los Angeles is between
19 \$640 and \$869.75 per hour for the middle and upper quartiles, and (b) the rates for associates in
20 Los Angeles is between \$478.74 and \$638.97 for the median and upper quartiles. (*Id.*) And,
21 perhaps most importantly, the information provided in the Real Rate Report is not based on self-
22 reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate
23 Report is based on the actual hours and fees billed by law firms. (*Id.*) These numbers are not
24 surprising given that a 4-year-old article in the National Law Journal stated that in **2014** partners
25 in Los Angeles charge an average of \$665, while the average associate rate is \$401. (Sloan,
26 \$1,000 Per Hour Isn't Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow
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(2014) Nat. Law Journal.)²

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 \$105,167 through the conclusion of this matter, resulting in a multiplier of only 1.1, as noted in the chart below:

Attorney	Experience	Rate per Hour	Hours	Total Lodestar
Brian Mankin	20 years	\$695	73 ³	\$50,735
Peter Carlson	7 years	\$540	100.8	\$54,432
Total Lodestar				\$105,167

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. Defendant does 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 \$13,401.51 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 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.*

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.

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

EXHIBITS AND CONCLUSION

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

32. 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.

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

EXHIBIT “A”

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Attorneys for Defendants
DURA TECHNOLOGIES, INC.,
HAWKEYE INDUSTRIES INC., and
REVCHEM COMPOSITES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO – SAN BERNARDINO DISTRICT**

BOBBY MOODY, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

DURA TECHNOLOGIES, INC, a Wyoming
Corporation; HAWKEYE INDUSTRIES INC., a
Georgia Corporation; REVCHEM
COMPOSITES, INC., a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2008887

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Assigned for All Purposes to the Hon.
David Cohn, Dept. S26]*

Complaint Filed: May 29, 2020
Trial Date: Not Yet Set

1 This Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement” or
2 “Agreement”) is made and entered into by and between Plaintiff BOBBY MOODY (“Plaintiff” or
3 “Class Representative”), individually and on behalf of all putative class members, and Defendants
4 DURA TECHNOLOGIES, INC. (“Dura”), HAWKEYE INDUSTRIES INC. (“Hawkeye”), and
5 REVCHEM COMPOSITES, INC. (“Revchem”) (collectively, “Defendants”). Plaintiff and
6 Defendants are collectively referred to herein as “the Parties.”

7 **I. DEFINITIONS**

8 The following definitions are applicable to this Settlement, in addition to other terms defined
9 elsewhere in this Settlement:

10 1. The “Action” shall mean the operative Complaint of the civil action commenced on
11 May 29, 2020, filed and maintained by Plaintiff against Defendants in the Superior Court of
12 California, County of San Bernardino, Case No. CIVDS2008887.

13 2. “Class” shall mean all persons who, during the Class Period, have previously been or
14 currently are employed in California by Defendants, as an hourly-paid, non-exempt employee.

15 3. “Class Counsel” shall mean the attorneys representing Plaintiff in the Action, Brian
16 J. Mankin, Esq. and Peter J. Carlson, Esq. of Lauby Mankin Lauby LLP.

17 4. “Class Counsel Fees Payment” shall mean One Hundred and Sixteen Thousand, Six
18 Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66) (one-third of the Maximum
19 Settlement Amount), subject to approval by the Superior Court as Class Counsel’s attorneys’ fees
20 incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of
21 the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance
22 procedures.

23 5. “Class Counsel Litigation Expenses Payment” shall mean the actual litigation
24 expenses and/or costs expended by Class Counsel subject to approval by the Superior Court
25 incurred in connection with the Action, including pre-filing investigation, filing of the Action, and
26 all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Class
27 Counsel’s expenses are not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

28 6. “Class Member” shall mean an individual who is a member of the Class (or if any

1 such person is incompetent, deceased, or unavailable due to military service, the person's legal
2 representative or successor in interest evidenced by reasonable verification).

3 7. "Class Members' Data" shall consist of an electronic database containing (i) each
4 Class Member's first and last name, (ii) last known mailing address, (ii) last four digits of the Class
5 Member's Social Security number, (iii) the Class Member's employee identification number, if
6 applicable, and based on Defendants' payroll records, (iv) the Class Member's total number of
7 Individual Workweeks, and (v) the Class/PAGA Group Members' total number of Individual Pay
8 Periods.

9 8. "Class Notice" shall mean the Notice of Proposed Settlement, Preliminary Approval
10 of Settlement, and Hearing Date for Final Court Approval, a sample of which is attached hereto as
11 **Exhibit A**. The Class Notice shall further contain (i) a Class Member's first and last name, (ii) last
12 known address, (iii) last four digits of their social security number, (iv) employee identification
13 number, if applicable, (v) the Class Member's Individual Workweeks, (vi) the PAGA Group
14 Member's Individual Pay Periods; (vi) the Class Member's estimated amount of the Settlement
15 Share; and (vii) the PAGA Group Member's estimated amount of the PAGA Payment. The Class
16 Notice shall also provide the Class Members with instructions on how to opt-out of and/or object to
17 the Settlement.

18 9. The "Class Period" shall mean the period of time from May 29, 2016, through
19 February 26, 2021 (i.e., 90 days from the Parties' mediation on November 18, 2020).

20 10. "Class Representative Payment" shall mean the special payment made to Plaintiff in
21 his capacity as Class Representative to compensate him for prosecuting the Action, and performing
22 work in support of the Action, in the amount of Seven Thousand, Five Hundred Dollars and Zero
23 Cents (\$7,500.00), subject to approval by the Superior Court.

24 11. "Defense Counsel" shall mean the attorneys representing Defendants in the Action,
25 Matthew C. Sgnilek, Esq. and Andrea Rosenkranz, Esq. of O'Hagan Meyer.

26 12. "Effective Date" shall mean the date by which this Settlement is approved by the
27 Superior Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes
28 "Final" when the later of the following events occurs: (i) if Participating Class Members have not

1 filed objections, or if they have filed objections and said objections have been withdrawn, entry of
2 the Final Judgment in this Action after the Court has granted Final Approval of the Settlement, and
3 a file stamped copy of the Final Judgment with a proof of service has been served on all Parties by
4 Class Counsel; or (ii) if Participating Class Members have filed objections that have not been
5 withdrawn, either (a) the time to appeal, object or attack the Court's entry of Final Judgment has
6 expired and there has been no appeal, objection or attack or (b) the court of last resort to which any
7 appeal is taken has affirmed its entry of Final Judgment in its entirety or the Participating Class
8 Members has presented a petition for review and the affirmance is no longer subject to further
9 appeal or review, and no further challenge to the entry of Final Judgment is possible. The
10 occurrence of the Effective Date is a prerequisite to any obligation of Defendants to pay any funds
11 into the Settlement Account.

12 13. "Employer's Payroll Taxes" shall mean Defendants' share of all payroll taxes
13 payable to any and all government agencies incurred for any payments of Settlement Shares to
14 Participating Class Members pursuant to this Settlement. Defendants' payment of the Employer's
15 Payroll Taxes will be made separately and shall not come from the Maximum Settlement Amount.

16 14. "Final Approval Hearing" shall mean the hearing to be conducted by the Superior
17 Court to determine whether to finally approve and implement the terms of this Settlement.

18 15. "Individual Pay Periods" shall mean the number of Pay Periods for an individual
19 PAGA Group Member.

20 16. "Individual Workweeks" shall mean the number of Workweeks for an individual
21 Class Member.

22 17. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court
23 that the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in
24 this Action.

25 18. "LWDA Payment" shall mean the payment to the California Labor and Workforce
26 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
27 the claim for penalties under the California Labor Code Private Attorneys General Act, California
28 Labor Code Section 2698, *et seq.* ("PAGA"). Specifically, Eighteen Thousand, Seven Hundred and

1 Fifty Dollars and Zero Cents (\$18,750.00), which shall constitute the LWDA's seventy-five percent
2 (75%) share of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in civil penalties paid
3 under this Settlement. The remaining Six Thousand, Two Hundred and Fifty Dollars and Zero
4 Cents (\$6,250.00) in civil penalties shall be distributed on a *pro rata* basis based upon the number
5 of pay periods worked by each PAGA Group Member ("PAGA Payment").

6 19. "Maximum Settlement Amount" shall mean the maximum settlement amount of
7 Three Hundred and Fifty Thousand Dollars and Zero Cents (\$350,000.00) payable by Defendants as
8 provided by this Agreement, exclusive of the Employer's Payroll Taxes which will be paid
9 separately by Defendants. Should the number of Workweeks increase by 10% or more, i.e., more
10 than 1,129 workweeks, the Maximum Settlement Amount shall increase by the additional
11 workweeks multiplied by the workweek value calculated off the 11,285 workweeks and the Net
12 Settlement Amount, exclusive of this escalator provision, as defined in Paragraph 20. For example, if
13 the Workweeks are 12,500 and the workweek value is \$20.00 then the Maximum Settlement Amount
14 increases by \$24,300.00 (12,500 workweeks – 11,285 workweeks = 1,215 workweeks x \$20.00 per
15 workweek = \$24,300).

16 20. "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the
17 Class Representative Payment approved by the Superior Court; (iii) the Class Counsel Fees
18 Payment approved by the Superior Court; (iv) the Class Counsel Litigation Expenses Payment
19 approved by the Superior Court; (v) the LWDA Payment approved by the Superior Court; (vi) the
20 PAGA Payment approved by the Superior Court; (vii) the Settlement Administrator Payment
21 approved by the Superior Court; and (viii) any other fees or expenses (other than Class Counsel
22 Fees Payment and Class Counsel Litigation Expenses Payment) incurred in implementing the terms
23 and conditions of this Agreement as approved by the Superior Court.

24 21. "Non-Participating Class Member" shall mean a Class Member who submits a
25 complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
26 provided in the Class Notice.

27 22. The "PAGA Group" shall mean all persons who, during the PAGA Period, have
28 previously been or currently are employed in California by Defendants, as an hourly-paid, non-

1 exempt employee. “PAGA Group Member” shall mean an individual who is a member of the
2 PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military
3 service, the person’s legal representative or successor in interest evidenced by reasonable
4 verification).

5 23. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share
6 of the PAGA Payment as provided by this Agreement.

7 24. The “PAGA Period” shall mean the period of time from May 29, 2019, through
8 February 26, 2021 (i.e., 90 days from the Parties’ mediation on November 18, 2020).

9 25. “Participating Class Member” shall mean all Class Members who have not submitted
10 a complete, valid, and timely request to be excluded from the Settlement pursuant to the instructions
11 provided in the Class Notice.

12 26. “Pay Period” shall mean any pay period in which a Class Member actually received
13 payment from Defendants as an hourly-paid, non-exempt employee.

14 27. “Preliminary Approval” shall mean the Superior Court’s preliminary approval of the
15 Settlement without material change that the Parties anticipate will be made following submission of
16 this Agreement to the Court.

17 28. “Releasees” includes Defendants and Defendants’ parents, predecessors, successors,
18 subsidiaries, affiliates, partners, owners, assigns, trusts, employees, officers, agents, attorneys,
19 including but not limited to O’Hagan Meyer and MNK Law, stockholders and fiduciaries.

20 29. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed
21 by the Parties and appointed by the Superior Court to administer the Settlement.

22 30. “Settlement Administrator Payment” shall mean the payment to the Settlement
23 Administrator for its fees and expenses in administering this Settlement.

24 31. “Settlement Share” shall mean the value of each Participating Class Member’s share
25 of the Net Settlement Amount as provided by this Agreement.

26 32. “Superior Court” shall mean the Superior Court of California for the County of San
27 Bernardino.

28 33. “Workweek” shall mean any week in which a Class Member actually performed paid

1 work for Defendants during the Class Period as an hourly-paid, non-exempt employee. Defendants
2 represent that as of November 17, 2020, the number of Workweeks in the Class Period is
3 11,285.

4 **II. RECITALS**

5 34. On May 29, 2020, Plaintiff commenced the Action against Defendants by filing a
6 Complaint in the Superior Court. In the Complaint, Plaintiff, on behalf of himself and all others
7 similarly situated alleged causes of action for: (1) Failure to Pay Minimum Wages; (2) Failure to
8 Pay Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4)
9 Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Timely Pay Final
10 Wages; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Unfair and Unlawful
11 Competition; and (8) Civil Penalties pursuant to the Private Attorneys' General Act ("PAGA").
12 Based on these allegations, Plaintiff alleged that he and all others similarly situated were entitled to
13 unpaid wages, liquidated damages, statutory penalties, civil penalties, attorneys' fees, and costs of
14 litigation, among other remedies.

15 35. Defendants deny and continue to deny all of Plaintiff's material allegations including
16 that Defendants Hawkeye and Rev Chem were Plaintiff's employer and that Defendants are an
17 integrated/single enterprise. Specifically, Defendants contend (1) they did not fail to pay the Class
18 the minimum wage or overtime compensation; (2) they provided the Class with all meal periods
19 according to law; (3) they provided the Class with all rest periods according to law; (4) they did not
20 fail to timely pay the Class wages due and owing upon separation; (5) they provided the Class with
21 accurate itemized wage statements, consistent with Labor Code Section 226; (6) they properly
22 maintained all payroll records; (7) they did not violate Business & Professions Code Section 17200,
23 et seq.; (8) the PAGA Group is not entitled to penalties under PAGA; and (9) Defendants are not
24 liable for damages, liquidated damages, penalties, attorneys' fees, or costs of litigation to the Class.

25 36. In connection with the Action, and in order to work toward a mediated resolution
26 without the time and expense of formal discovery, the Parties produced voluminous documents and
27 data (including, by Defendants, human resources documents and policies, time records, and payroll
28 data during the Class Period) which were reviewed, investigated, and analyzed by Class Counsel.

1 37. On November 18, 2020, the Parties in Action participated in a full day of mediation
2 before an experienced employment and class action mediator, Steve Serratore, Esq., which resulted
3 in a settlement of the Action (the “Mediation”).

4 38. The Settlement described in this Agreement represents a compromise and settlement
5 of highly disputed claims. Nothing in this Settlement is intended or will be construed as an
6 admission by Defendants that Plaintiff’s claims in the Action have any merit or that it has any
7 liability to Plaintiff, the Class, the PAGA Group or the State on those claims, or as an admission by
8 Plaintiff that Defendants’ defenses in Action have any merit. This Settlement is intended to fully,
9 finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to
10 the terms and conditions set forth in this Settlement.

11 39. Based on its own thorough, independent investigation and evaluation of this case,
12 Class Counsel is of the opinion that the Settlement of this Action with Defendants for the
13 consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the
14 best interest of the Class in light of all known facts and circumstances, including the risk of
15 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
16 Defendants including the risks of adverse determinations on the merits and numerous potential
17 appellate issues. Although Defendants contend that they have no liability in the Action, Defense
18 Counsel shares Class Counsel’s belief that the Settlement represents a fair and adequate settlement
19 given the respective risks associated with the case.

20 40. Based on the foregoing Recitals, the Parties agree as follows:

21 **III. PROCEDURE FOR APPROVING SETTLEMENT**

22 41. **Motion for Preliminary Approval of Settlement by the Superior Court.** Plaintiff
23 will move the Superior Court for an order granting Preliminary Approval of the Settlement, setting
24 a date for the Final Approval Hearing no earlier than 90 days from the date of the order granting
25 Preliminary Approval of the Settlement, and approving the Class Notice (attached as **Exhibit A** to
26 this Stipulation) (“Motion for Preliminary Approval”). The hearing on the motion for Preliminary
27 Approval of Settlement has been scheduled for March 23, 2021 at 10:00 a.m. Any unresolved
28 disagreement among the Parties concerning the Class Notice or other documents necessary to

1 implement the Settlement will be referred first to Steve Serratore, Esq., and if no resolution is
2 reached, then to the Superior Court.

3 42. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that
4 they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain an
5 order granting Preliminary Approval, granting approval of the Class Notice, and setting a date for
6 the Final Approval Hearing no earlier than 90 days from the date of the order granting Preliminary
7 Approval.

8 43. Should the Superior Court require any amendments to this Agreement or the Motion
9 for Preliminary Approval, the Parties agree to work jointly to resolve any issues in order to secure
10 the Superior Court's Preliminary Approval.

11 44. Should the Superior Court decline to preliminarily approve any material aspects of
12 the Settlement, the Settlement will be null and void and the Parties will have no further obligations
13 under it. In such event, the Parties shall be returned to their respective positions as of the date and
14 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
15 respects as if this Agreement had not been executed.

16 45. **Class Notice.** After the Superior Court enters its order granting Preliminary
17 Approval, every Class Member will be provided with the Class Notice (in English and Spanish)
18 which will include the Class Notice completed to reflect the order granting Preliminary Approval of
19 the Settlement and the Class Member's information as follows:

20 (a) Within fourteen days (14) days after the Motion for Preliminary Approval is
21 granted, Defendants will provide to the Settlement Administrator the Class Members' Data. If any
22 or all of the Class Members' Data are unavailable to Defendants, Defendants will so inform Class
23 Counsel prior to the date on which Defendants are required to submit the Class Members' Data to
24 the Settlement Administrator and the Parties will make their best efforts to reconstruct or otherwise
25 agree upon the Class Members' Data prior to when it must be submitted to the Settlement
26 Administrator. If the Parties are unable to agree, the dispute will be resolved by the Settlement
27 Administrator as provided in Paragraph 46. This information will otherwise remain confidential
28 and will not be disclosed to anyone, except as required to applicable taxing authorities, as required

1 to carry out the reasonable efforts to identify Class Member information as described in this
2 Paragraph 44(c), pursuant to Defendants' express written authorization, or by order of the Superior
3 Court.

4 (b) Within seven (7) days after receiving the Class Members' Data, or as soon
5 thereafter as it is able to do so, the Settlement Administrator will mail the Class Notice to all
6 identified Class Members via first-class U.S. Mail using the mailing address information provided
7 by Defendants, unless modified by any updated address information that the Settlement
8 Administrator obtains in the course of administration of the Settlement.

9 (c) If a Class Notice is returned by the U.S. Postal Service because of an
10 incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from
11 receipt of the returned packet, search for a more current address for the Class Member and re-mail
12 the Class Notice to the Class Member. The Settlement Administrator will use the Class Members'
13 Data and otherwise work with Defense Counsel or utilize its own resources such as skip traces to
14 find a more current address. The Settlement Administrator will be responsible for taking reasonable
15 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
16 address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service.
17 These reasonable steps shall include the tracking of all undelivered mail; performing address
18 searches for all mail returned without a forwarding address; and promptly re-mailing to Class
19 Members for whom new addresses are found. Any such Class Members who failed to receive a
20 Class Notice, or who were subject to a re-mailing of the Class Notice as described herein shall be
21 given an additional fourteen (14) days to opt out or object to the Settlement.

22 (d) The Settlement Administrator will inform Class Counsel and Defense
23 Counsel of the number of returned Class Notices it receives and Class Notices re-mailed in a
24 weekly status report.

25 (e) Not later than twenty-five (25) court days prior to the Final Approval
26 Hearing, the Settlement Administrator will serve on the Parties a declaration of due diligence setting
27 forth its compliance with its obligations under this Settlement. The declaration will be filed with
28 the papers submitted with the Motion for Final Approval. Prior to the Final Approval Hearing, the

1 Settlement Administrator will supplement its declaration of due diligence if any material changes
2 occur from the date of the filing of its prior declaration.

3 **46. Participating Class Members; Requests for Exclusion from Class Settlement;**
4 **and Objections to Settlement.** Class Members may submit requests to be excluded from the effect
5 of the Settlement; or objections to the Settlement, pursuant to the following procedures:

6 **(a) Participating Class Members.** Each Class Member shall be deemed to be a
7 Participating Class Member unless they submit a complete, timely, and valid request to be excluded
8 from the effect of the Settlement as provided below. All Participating Class Members shall be
9 bound by the provisions and releases contained in this Settlement.

10 **(b) Request for Exclusion from Settlement.** Class Members who wish to
11 exclude themselves from the Settlement (“opt out” of the Settlement) must submit to the Settlement
12 Administrator, not later than forty-five (45) days after the date that the Settlement Administrator
13 first mails the Class Notices, an Exclusion Request (“the Exclusion Period”). Exclusion Requests
14 may be submitted to the Settlement Administrator via U.S. Mail only. Class Members must
15 complete, sign, date, and timely return an Exclusion Request to the Settlement Administrator to
16 exclude themselves from the Settlement, setting forth their (i) name, (ii) address, (iii) last four digits
17 of their Social Security number, and (iv) the following statement or a similar statement: “I wish to
18 exclude myself from the settlement reached in the matter of *Moody v. Dura Technologies, Inc., et*
19 *al.* I understand that by excluding myself, I will not receive any money from the Class settlement
20 reached in this matter.” A Class Member who does not complete and submit a valid and timely
21 Exclusion Request in the manner and by the Exclusion Period will remain a Participating Class
22 Member and, if the Court approves the Settlement, will be bound by all terms and conditions of the
23 Settlement and by the Judgment. A Class Member who timely submits a valid Exclusion Request
24 will not participate in, or be bound by, the Settlement of the Judgment and will not receive any
25 payment pursuant to the Settlement except for a payment from the portion of the PAGA Payment to
26 the PAGA Group if the Class Member is a PAGA Group Member, and will not be bound by the
27 terms of the Settlement, except for the release of the PAGA Group Released Claims if the Class
28 Member is a PAGA Group Member, and will not have any right to object, appeal, or comment

1 thereon. To be valid, Exclusion Requests must be completed in full, signed, and returned to the
2 Settlement Administrator before the expiration of the Exclusion Period. Non-Participating Class
3 Members will not be permitted to file objections to the Settlement and/or appear at the Final
4 Approval Hearing to voice any objections to the Settlement. Members of the PAGA Group cannot
5 seek to exclude themselves from the Settlement of the PAGA claim, but retain all rights to exclude
6 themselves from the Class Settlement as delineated herein. The Settlement Administrator will
7 provide a declaration to Class Counsel and Defense Counsel with the names of the Non-
8 Participating Class Members, who shall be identified in the Final Order/Judgment.

9 (c) **Objections to Settlement.** The Class Notice will provide that any Class
10 Member who does not request exclusion from the Settlement and who wishes to object to the
11 Settlement must serve on the Settlement Administrator, not later than forty-five (45) days after the
12 Settlement Administrator initially mails the Class Notice, a written objection to the Settlement
13 which sets forth the grounds for the objection and the other information required by Paragraph
14 44(d).

15 (d) The written objection must be signed and dated and must state the Class
16 Member's (i) name, (ii) address, (iii) last four digits of their Social Security number, (iv) the dates
17 of the Class Member's employment with Defendants (v) the basis for each objection in clear and
18 concise terms, including any legal support and each specific reason in support of the objection, as
19 well as any documentation or evidence in support thereof, and, (v) if the Class Member is
20 represented by counsel, the name and address of his or her counsel. The written objection shall also
21 state whether the Class Member wishes to speak at the Final Approval Hearing, and the Superior
22 Court will determine whether Objecting Settlement Class Members will be permitted to speak. If a
23 Class Member fails to submit a written objection, the Class Member will be deemed to have waived
24 all objections and will be foreclosed from making any objections – whether by appeal or otherwise
25 – to the Settlement, unless otherwise permitted by the Superior Court.

26 (e) The Settlement Administrator shall provide objections, if any, to Class
27 Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator
28 shall attach the same to its declaration of due diligence and file with the Court prior to the Final

1 Approval Hearing. Any Class Member who files an objection remains eligible to receive monetary
2 compensation from the Settlement. If the Superior Court rejects the Class Member's objection, or if
3 the Superior Court approves the Settlement despite any objections, the Class Member will be
4 deemed to be a Participating Class Member and will be bound by the terms of this Settlement.
5 Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses incurred by any
6 Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an
7 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
8 preserved by becoming a party of record by timely and properly intervening or filing a motion to
9 vacate the judgment under Code of Civil Procedure Section 663.

10 47. **Report.** Not later than seven (7) days after the deadline for submission of requests
11 to be excluded and/or objections, the Settlement Administrator will provide Defendants, through
12 Defense Counsel, with a complete and accurate list of names for all Participating Class Members,
13 all Non-Participating Class Members, all PAGA Group members, and all Class Members who
14 objected to the settlement. The report shall also be accompanied by an itemized calculation of the
15 Settlement Shares for each Participating Class Member. The Settlement Administrator shall also
16 provide both Parties with a weekly report during the Exclusion Period identifying the number of
17 Participating Class Members, the number of Non-Participating Class Members, the number of
18 PAGA Group members, and the number of Class Members who submitted a valid, timely, and
19 complete objection. Class Counsel shall also receive a list of Class Members who object to the
20 Settlement and their objections, as noted above.

21 48. **Resolution of Class Member and PAGA Group Member Disputes.** If a Class
22 Member and/or PAGA Group Member disputes the number of his or her Individual Workweeks
23 and/or Individual Pay Periods stated in their Class Notice, the Class Member and/or PAGA Group
24 Member must, within forty-five (45) days after the Settlement Administrator initially mails the
25 Class Notice, ask the Settlement Administrator to resolve the matter by returning the Class Notice
26 with a statement of the number of Workweeks and/or Pay Periods that he or she contends were
27 worked and include any documentation the Class Member and/or PAGA Group Member has to
28 support their contention. The Settlement Administrator shall notify Defendants of the dispute and

1 provide them with a copy of the Class Notice and any documentation received in support of the
2 dispute within three (3) court days of receipt thereof. Defendants shall review their payroll and
3 personnel records and verify the correct number of Workweeks and/or Pay Periods within five (5)
4 court days of the Settlement Administrator's notification. Defendants' records will have a
5 rebuttable presumption of accuracy. After consultation with Class Counsel, Defense Counsel, and
6 the applicable Class Member and/or PAGA Group Member, the Settlement Administrator will,
7 within three (3) court days of Defendants' verification, make a determination of the Class Member's
8 and/or PAGA Group Member's number of Workweeks and/or Pay Periods and that determination
9 will be final, binding on the Parties and the Class Member and/or PAGA Group Member, and is not
10 appealable.

11 **49. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
12 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member to
13 exclude him or herself from the Settlement, object to the Settlement, and/or appeal from the
14 Judgment. If ten percent (10%) or more of the Class Members submit a complete, valid, and timely
15 request to be excluded from the Settlement and are deemed to be Non-Participating Class Members,
16 then Defendants shall have the unilateral right to void this Settlement. Defendants may do so by
17 giving notice to Plaintiff and the Court of its election to void the Settlement not later than fourteen
18 (14) days after the Settlement Administrator issues its report identifying the number of Participating
19 Class Members, the number of Non-Participating Class Members, and the number of Class
20 Members who objected to the settlement as described in Paragraph 44(c). Notwithstanding any
21 other provisions in this Settlement, no sums shall be payable by Defendants in the event that this
22 Settlement is voided as provided for herein.

23 **50. Additional Briefing and Final Approval.**

24 (a) Not later than sixteen (16) court days before the Final Approval Hearing, the
25 Plaintiff will prepare and the Parties will jointly file with the Superior Court a Motion for Final
26 Approval of the Settlement, including payment of the Settlement Administrator's Payment, Class
27 Representative Payment, Class Counsel Fees Payment, and the Class Counsel Litigation Expenses
28 Payment, and a memorandum in support of their motion ("Motion for Final Approval"). Plaintiff

1 will not seek additional fees from Defendants or an increase in the Maximum Settlement Amount as
2 part of the Motion for awards of the Class Representative Payment, Class Counsel Fees Payment,
3 and the Class Counsel Litigation Expenses Payment.

4 (b) Not later than five (5) court days before the Final Approval Hearing, the
5 Parties shall be entitled to file and serve a response to any Class Member's objection to the
6 Settlement and/or reply in support of their Motion for Final Approval, to the extent that any
7 opposition to said Motion is filed.

8 (c) If the Superior Court ultimately does not grant final approval of the
9 Settlement or grants final approval conditioned on any material change to the Settlement that is not
10 agreed to by one of the Parties, then either Party will have the right to void the Settlement. If the
11 Settlement is voided in this manner, the Parties will have no further obligations under the
12 Settlement, including any obligation by Defendants to pay any amounts that otherwise would have
13 been payable under this Settlement, except that the voiding Party will pay the Settlement
14 Administrator's reasonable fees and expenses incurred as of the date that the Party exercises the
15 right to void the Settlement under this paragraph. For the purposes of this paragraph, a "material
16 change" is a change to the terms outlined in the accepted Mediator's Proposal, a copy of which is
17 attached hereto as **Exhibit B**. However, an award by the Superior Court of a lesser amount than
18 that sought by Plaintiff and Class Counsel for the Class Representative Payment, the Class Counsel
19 Fees Payment, and/or the Class Counsel Litigation Expenses Payment, will not constitute a material
20 change to the Settlement within the meaning of this paragraph.

21 (d) Upon final approval of the Settlement by the Superior Court at or after the
22 Final Approval Hearing, the Parties will present for the Superior Court's approval and entry a
23 Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall permanently
24 bar all Participating Class Members from prosecuting against Defendants any claims or causes of
25 action of any kind up through the date of Final Approval, which were or could have been brought in
26 this Action, whether known or unknown, as well as all claims as set forth in the Release contained
27 in Section V of this Agreement.

28 (e) After entry of the Judgment, the Superior Court will have continuing

1 jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement,
2 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
3 may be appropriate under court rules or applicable law.

4 **51. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms
5 and conditions of this Settlement, Plaintiff, Participating Class Members, Defendants, and their
6 respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights
7 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a
8 motion for new trial, a motion under Code of Civil Procedure Section 473, and any extraordinary
9 writ, and the Judgment therefore will become non-appealable by them at the time it is entered. The
10 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate
11 proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for
12 consummation of the Settlement (including making payments under the Settlement) will be
13 suspended until such time as the appeal is finally resolved and the Judgment, consistent with the
14 terms of this Settlement, becomes Final.

15 **52. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
16 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
17 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the
18 Judgment such that there is a material modification to the Settlement, and that court's decision is
19 not completely reversed and the Judgment is not fully affirmed on review by a higher court, then
20 either Party will have the right to void the Settlement, which the Party must do by giving written
21 notice to the other Parties, the reviewing court, and the Superior Court, not later than fourteen (14)
22 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment
23 becomes final. For the purposes of this paragraph, a "material change" is a change to the terms
24 outlined in the accepted Mediator's Proposal, a copy of which is attached hereto as **Exhibit B**. A
25 vacation, reversal, or modification of the Superior Court's award of the Class Representative
26 Payment, the Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment will
27 not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
28 this paragraph.

1 **53. Establishment of Settlement Account.** The Settlement Administrator shall
2 establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties
3 when the Settlement Account has been established. The Settlement Administrator shall also
4 provide Defendants with an itemized statement for the total amount to be deposited into the
5 Settlement Account, which shall equal the Maximum Settlement Amount (“Settlement Account
6 Deposit”). Within ten (10) days after receiving notification of the Settlement Account and
7 statement for the Settlement Account Deposit, Defendants shall pay into the Settlement Account an
8 amount equal to the Settlement Account Deposit. Defendants shall have no obligation to pay any
9 additional funds into the Settlement Account.

10 **54. Payment of Settlement Shares and PAGA Payment Shares.** The Settlement
11 Administrator shall pay to each Participating Class Member his or her Settlement Share and to each
12 PAGA Group Member his or her PAGA Payment Share from the Settlement Account. The
13 Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate
14 amount after withholdings to the Participating Class Member at the address indicated in the Class
15 Member’s Data. The Settlement Administrator shall pay each PAGA Payment Share by sending a
16 check in the appropriate amount to the PAGA Group Member at the address indicated in the PAGA
17 Group Member’s Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail
18 within fourteen (14) days of its receipt of the Settlement Account Deposit from Defendants.

19 **55. Uncashed Settlement Share and PAGA Payment Share Checks.** Any checks
20 paid to Participating Class Members and/or PAGA Group Members shall be negotiable for one
21 hundred eighty (180) calendar days from the date of their issuance. A Participating Class Member
22 must cash his or her Settlement Share check within one hundred eighty days (180) calendar days
23 after it is mailed to him or her. A PAGA Group Member must cash his or her PAGA Payment
24 Share check within one hundred eighty days (180) calendar days after it is mailed to him or her. If a
25 check remains uncashed after one hundred eighty (180) calendar days from the initial mailing, or if
26 a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-
27 day period, the Settlement Administrator shall take all reasonable efforts to identify the
28 Participating Class Member’s and/or PAGA Group Member’s correct address, including the

1 performance of a “skip-trace.” If an updated address can be identified, the Settlement
2 Administrator shall issue another check to the Participating Class Member and/or PAGA Group
3 Member and mail it to the Participating Class Member and/or PAGA Group Member at his or her
4 updated address. If an updated address for the Participating Class Member and/or PAGA Group
5 Member cannot be identified, if a reissued check is once again returned to the Settlement
6 Administrator as undeliverable, or if the reissued check remains uncashed after one hundred eighty
7 (180) calendar days, the Settlement Administrator will keep an accounting of such funds and shall
8 give notice to the Parties of the total balance of uncashed Settlement Shares and/or PAGA Payment
9 Shares. A Participating Class Member who fails to negotiate or receive their Settlement Share
10 check despite the procedures described above shall nevertheless remain bound by the Settlement
11 and the releases contained herein. A PAGA Group Member who fails to negotiate or receive their
12 PAGA Payment Share check despite the procedures described above shall nevertheless remain
13 bound by the Settlement and the releases contained herein.

14 56. The funds represented by Settlement Share and/or PAGA Payment Share checks
15 remaining uncashed for more than 180 days after issuance shall be voided and then shall be
16 transmitted to the Controller of the State of California to be held pursuant to the Unclaimed
17 Property Law, California Code of Civil Procedure § 1500, *et seq.* in the names of those Participating
18 Class Members and/or PAGA Group Members who did not cash their checks until such time they
19 claim their property. After the expiration of the 180-calendar day check cashing period, as outlined
20 above, the Settlement Administrator shall begin the process of transferring the funds in accordance
21 with California Code of Civil Procedure §§ 1500-1582 and the timing requirements set forth by the
22 Office of the State Controller. The Parties agree that this disposition results in no “unpaid residue”
23 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out
24 to Participating Class Members, whether or not they all cash their settlement checks.

25 57. **Final Report by Settlement Administrator to Superior Court.** Within ten (10)
26 days after final disbursement of all funds from the Settlement Account, including the transmission
27 of any uncashed checks to the Unclaimed Property Fund, pursuant to Paragraph 56, the Settlement
28 Administrator will provide the Parties with a declaration providing a final summary report on the

1 disbursements of all funds from the Settlement Account, and then Class Counsel will file the
2 declaration with the Superior Court.

3 **IV. SETTLEMENT TERMS AND CONDITIONS**

4 58. **Conditional Certification for Settlement Purposes.** Solely for the purposes of
5 effectuating this Settlement, and subject to Court approval, the Parties hereby stipulate to the
6 conditional certification of the following Settlement Class: “all persons who, during the Class
7 Period, have previously been or currently are employed in California by Defendants as an hourly-
8 paid non-exempt employee.” The Parties agree that if for any reason the Settlement is not
9 preliminarily and/or finally approved, the conditional certification of the Settlement Class will be of
10 no force or effect, does not constitute an admission by Defendants that class certification is proper,
11 and will not be deemed admissible in this or any other proceeding, and that the Parties will litigate
12 the issue of class certification.

13 59. **Settlement Shares.** Subject to the terms and conditions of this Settlement, the
14 Settlement Administrator will calculate the Settlement Shares for each Class Member within ten
15 (10) days after Defendants provide the Settlement Administrator with the Class Members’ Data.
16 The Settlement Share for each Class Member will be calculated as follows, understanding that the
17 formulas below do not constitute an admission by either Party, and are intended only to provide a
18 practical means to simplify and administer the claims process:

19 (a) **Number of Class Members and Workweeks.** Defendants shall determine
20 the total number of Class Members and the aggregate number of Workweeks for those Class
21 Members as of the time of Preliminary Approval. This information shall be provided to the
22 Settlement Administrator along with the Class Members’ Data as described in Paragraph 44(a)
23 above.

24 (b) **Calculation of the Workweek Value.** The Settlement Administrator shall
25 determine the value of a Workweek (“Workweek Value”) by taking the Net Settlement Amount and
26 dividing it by the sum of all Class Members’ Workweeks who do not opt out of the Settlement.

27 (c) **Calculation of Settlement Shares.** The Settlement Administrator shall
28 assign to each Participating Class Member a Settlement Share which shall be equal to the

1 Workweek Value multiplied by each Participating Class Member's Individual Workweeks. Upon
2 calculation of the Participating Class Members' Settlement Shares, the Settlement Administrator
3 shall furnish to Class Counsel and Defense Counsel a worksheet containing a list of employee
4 identification numbers for the Class Members with their corresponding Individual Workweeks and
5 Settlement Shares.

6 **60. PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
7 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Group Member
8 within ten (10) days after Defendants provide the Settlement Administrator with the PAGA Group
9 Members' Data. The PAGA Payment Share for each PAGA Group Member will be calculated as
10 follows, understanding that the formulas below do not constitute an admission by either Party, and
11 are intended only to provide a practical means to simplify and administer the claims process:

12 **(a) Number of PAGA Group Members and Pay Periods.** Defendants shall
13 determine the total number of PAGA Group Members and the aggregate number of Pay Periods for
14 those PAGA Group Members as of the time of Preliminary Approval. This information shall be
15 provided to the Settlement Administrator along with the Class Members' Data as described in
16 Paragraph 44(a) above.

17 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
18 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount
19 and dividing it by the sum of all PAGA Group Members' Pay Periods.

20 **(c) Calculation of PAGA Payment Shares.** The Settlement Administrator shall
21 assign to each PAGA Group Member a PAGA Payment Share which shall be equal to the Pay
22 Period Value multiplied by each PAGA Group Member's Individual Pay Periods. Upon calculation
23 of the PAGA Group Members' PAGA Payment Shares, the Settlement Administrator shall furnish
24 to Class Counsel and Defense Counsel a worksheet containing a list of employee identification
25 numbers for the PAGA Group Members with their corresponding Individual Pay Periods and
26 PAGA Payment Shares.

27 **61. Taxes and Withholdings.** Each Settlement Share is intended to settle the Class
28 Members' claims for unpaid wages and penalties. Accordingly, twenty percent (20%) of each

1 Settlement Share shall represent unpaid wages and the remaining eighty percent (80%) of each
2 Settlement Share shall represent penalties and interest. The portion of the Settlement Share
3 representing unpaid wages shall be paid to each Participating Class Member subject to any
4 applicable employee-side tax withholdings and deductions, and the Settlement Administrator shall
5 issue an IRS Form W-2 to each Participating Class Member for that amount. The portion of the
6 Settlement Share representing penalties shall be paid to the Participating Class Member in full
7 without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099
8 to each Participating Class Member for that amount. Each Participating Class Member shall be
9 individually responsible for their own share of applicable income tax withholdings and deductions
10 from the Settlement Share attributable to the portion of the settlement for which an IRS Form 1099
11 will be issued. Defendants shall be responsible for payment of the Employer Payroll Tax
12 attributable to the Settlement Share payments constituting wages. The Employer's Payroll Tax
13 shall not be deducted from the Maximum Settlement Amount and shall not be included in any
14 payments of Settlement Shares. The Parties agree and understand that neither Defendants nor
15 Plaintiff nor their respective counsel have made any representations regarding the tax obligations or
16 consequences, if any, related to this Settlement. The Parties agree that Defendants and each
17 Participating Class Member are solely responsible for determining the tax consequences of
18 payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be
19 owed by each of them on such payments (including penalties and interest related thereto) by any
20 taxing authority, whether state, local, or federal.

21 62. Each PAGA Payment Share is intended to settle the PAGA Group Members' claims
22 for civil penalties. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall
23 represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Group Member in
24 full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
25 1099 to each PAGA Group Member for that amount. Each PAGA Group Member shall be
26 individually responsible for their own share of applicable income tax withholdings and deductions
27 for his or her PAGA Payment Share.

28 63. **Total Payment Amount.** In no event will Defendants be required to pay more than

1 the Maximum Settlement Amount for distribution to the Plaintiff, Class Counsel, Participating
2 Class Members, PAGA Group Members, LWDA, Settlement Administrator, or for any other costs
3 or expenses not otherwise enumerated. However, Defendants shall be responsible for paying any
4 Employer Payroll Taxes for the payment of Settlement Shares attributable to wages, which shall not
5 be paid from the Settlement Account and shall not be included in the Maximum Settlement
6 Amount.

7 **64. Payments to Plaintiff and Class Counsel and Others.** Subject to the terms and
8 conditions of this Settlement, the Settlement Administrator will make the following payments out of
9 the Maximum Settlement Amount as follows:

10 **(a) To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the
11 Superior Court for a Class Representative Payment in an amount not to exceed Seven Thousand,
12 Five Hundred Dollars and Zero Cents (\$7,500.00). Defendants will not oppose this Class
13 Representative Payment. The Settlement Administrator will pay the Class Representative Payment
14 approved by the Superior Court out of the Maximum Settlement Amount. Payroll tax withholding
15 and deductions will not be taken from the Class Representative Payment and an IRS Form 1099 will
16 be issued to Plaintiff for this payment.

17 **(b) To Class Counsel:** Class Counsel will apply to the Superior Court for the
18 Class Counsel Fees Payment in an amount not to exceed One Hundred and Sixteen Thousand, Six
19 Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$116,666.66), or one-third of the Maximum
20 Settlement Amount. Class Counsel will also submit to the Superior Court a memorandum of costs
21 for the Class Counsel Litigation Expenses Payment in an amount not to exceed Fifteen Thousand
22 Dollars (\$15,000.00) as request reasonable costs of suit to be paid from the Maximum Settlement
23 Amount. Defendants will not oppose these requests. The Settlement Administrator will pay the
24 amounts approved by the Superior Court out of the Maximum Settlement Amount. Withholding
25 and deductions will not be taken from the Class Counsel Fees Payment or Class Counsel Litigation
26 Expenses Payment and one or more IRS Forms 1099 will be issued to Class Counsel with respect to
27 those payments.

28 **(c) To the LWDA:** As part of their Motions for Preliminary and Final

1 Approval, the Parties will jointly apply to the Superior Court for approval of the LWDA Payment in
2 the amount of Eighteen Thousand, Seven Hundred and Fifty Dollars and Zero Cents (\$18,750.00),
3 which shall constitute the LWDA's seventy-five percent (75%) share of Twenty-Five Thousand
4 Dollars and Zero Cents (\$25,000.00) in civil penalties paid under this Settlement. The remaining
5 Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) in civil penalties shall be
6 distributed on a *pro rata* basis based upon the number of pay periods worked by each PAGA Group
7 Member ("PAGA Payment").

8 (d) **To the Settlement Administrator:** The Settlement Administrator will be
9 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
10 Superior Court, which are estimated to be Seven Thousand Dollars and Zero Cents (\$7,000.00).

11 65. **Appointment of Settlement Administrator.** The Parties will ask the Superior
12 Court to appoint Phoenix Class Action Administrators, a qualified and experienced administrator
13 based in California where the Action is venued, to serve as the Settlement Administrator, which, as
14 a condition of appointment, will agree to be bound by this Agreement with respect to the
15 performance of its duties and its compensation. The Settlement Administrator's duties will include
16 (i) calculating Settlement and PAGA Payment Shares; (ii) preparing, printing, and mailing the Class
17 Notice to all Class Members; (iii) using reasonable measures to contact all Class Members,
18 including conducting a National Change of Address search on all Class Members before mailing the
19 Class Notice to each Class Member's address; (iv) re-mailing the Class Notice to the Class
20 Member's new address for those Class Members whose address had changed; (v) setting up a toll-
21 free telephone number to receive calls from Class Members; (vi) receiving requests for exclusion
22 and objections to the Settlement; (vii) providing the Parties with weekly status reports about the
23 delivery of Class Notices and any requests for exclusion and objections; (viii) issuing the checks to
24 effectuate the payments due under the Settlement; (ix) using reasonable measures to deliver issued
25 checks to Participating Class Members, including use of a "skip-trace" for undeliverable checks;
26 and (x) otherwise administering the Settlement pursuant to this Agreement including paying and
27 reporting the employer's share of the payroll taxes to the appropriate taxing agency. The Settlement
28 Administrator will have the final authority to resolve all disputes concerning the calculation of a

1 Participating Class Member's Settlement Share and/or PAGA Group Member's PAGA Payment
2 Share, subject to the terms set forth in this Agreement. The Settlement Administrator's reasonable
3 fees and expenses are estimated to be Seven Thousand Dollars and Zero Cents (\$7,000.00) and will
4 be paid out of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

5 **V. RELEASE OF CLAIMS**

6 **66. Participating Class Members Released Claims.** As of the date of the Judgment,
7 each Participating Class Member, and without the need to manually sign a release document, in
8 exchange for the consideration recited in this Agreement, on behalf of himself or herself and on
9 behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and
10 assigns, shall and does hereby fully and finally release Defendants and the Releasees from any and
11 all claims, demands, rights, liabilities, and causes of action that were or could have been brought
12 against the Releasees in the Action based on the facts, allegations or issues set forth in the Action
13 (the "Released Claims"). Released Claims for Class Members who worked for Defendants in
14 California during the Class Period shall have their claims released during the Class Period. The
15 Released Claims release all causes of action and claims that were alleged in the Action or
16 reasonably could have been alleged based on the facts and legal theories contained in the operative
17 complaint, including, but not limited to, all of the following claims for relief: (a) failure to pay all
18 minimum and overtime wages due; (b) failure to provide meal periods or compensation in lieu
19 thereof; (c) failure to provide rest periods or compensation in lieu thereof; (d) failure to pay wages
20 timely at time of termination or resignation; (e) failure to provide complete, accurate wage
21 statements; (f) unfair business practices that could have been premised on the claims, causes of
22 action or legal theories of relief described above or any of the claims, causes of action or legal
23 theories of relief pleaded in the operative complaint; and (g) all claims under PAGA that could have
24 been premised on the claims, causes of action or legal theories described above or any of the claims,
25 causes of action or legal theories of relief pleaded in Plaintiff's Complaint; any claim for costs and
26 attorneys' fees and expenses, and any claim arising from the claims described above under
27 applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders.
28 Participating Class Members who cash their checks are deemed to have waived all claims under the

1 settlement inclusive of claims under the Fair Labor Standards Act (“FLSA”). Participating Class
2 Members who do not cash their checks shall be deemed to waive all claims under the Settlement
3 that were or could have been pled in Plaintiff’s Complaint based on the allegations in the Plaintiff’s
4 Complaint except for a claim under the FLSA.

5 **67. PAGA Group Released Claims.** As of the date of the Judgment, each PAGA Group
6 Member, and without the need to manually sign a release document, in exchange for the
7 consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
8 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and
9 does hereby fully and finally release Defendants and the Releasees from any and all claims,
10 demands, rights, liabilities, and causes of action that were or could have been brought against the
11 Releasees in the Action for civil penalties pursuant to the PAGA that were alleged or could have
12 been alleged under the Labor Code, state or local wage and hour laws and Wage Orders, whether
13 known or unknown, based on the facts and legal theories contained in the Action, including but not
14 limited to (a) failure to pay all minimum and overtime wages due; (b) failure to provide meal
15 periods or compensation in lieu thereof; (c) failure to provide rest periods or compensation in lieu
16 thereof; (d) failure to pay wages timely at time of termination or resignation; and (e) failure to
17 provide complete, accurate wage statements that could have been premised on the claims, causes of
18 action or legal theories of relief described above or any of the claims, causes of action or legal
19 theories of relief pleaded in the operative complaint (the “PAGA Released Claims”). Following the
20 Effective Date and Defendants funding the settlement, all PAGA Group Members will release the
21 Releasees from the PAGA Released Claims that accrued during the PAGA Period. PAGA Group
22 Members cannot opt out of or object to the foregoing PAGA Release.

23 **68.** The Released Claims and PAGA Released Claims described in Paragraphs 66 & 67
24 expressly exclude all claims made by a Participating Class Member and/or PAGA Group Member
25 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
26 workers’ compensation, claims while classified as exempt, and claims outside of the Class Period
27 and/or PAGA Period.

28 **69. Class Counsel.** As of the Effective Date, and except as otherwise provided by this

1 Settlement, Class Counsel and any counsel associated with Class Counsel waive any further claims
2 to costs and attorneys' fees and expenses against Defendants or the Releasees arising from or
3 related to the Action, including but not limited to claims based on the Labor Code, the Code of Civil
4 Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any
5 other contract, statute or law ("Class Counsel Released Claims").

6 70. **No Effect on Other Benefits.** The payment of Settlement Shares and/or PAGA
7 Payment Shares will not result in any additional employee benefit payments (such as 401(k),
8 vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any
9 employee benefit.

10 **VI. MISCELLANEOUS TERMS**

11 71. **No Admission of Liability.** Defendants deny that they have engaged in any
12 unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone
13 under the claims asserted in the Action. This Settlement is entered into solely for the purpose of
14 compromising highly disputed claims. Nothing in this Settlement is intended or will be construed
15 as an admission of liability or wrongdoing by Defendants, an admission by Plaintiff that any of his
16 claims were non-meritorious, or any defense asserted by Defendants was meritorious. This
17 Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no
18 bearing on, and will not be admissible in connection with, any litigation (other than solely in
19 connection with the Settlement).

20 72. The Parties also agree that this release constitutes a resolution of a good faith dispute
21 concerning wages and thus Labor Code Section 206.5 does not apply, which reads in part:

22
23 "Execution of release of claim or right on account of wages due.

24 No employer shall require the execution of any release of any
25 claim or right on account of wages due, or to become due, or made,
26 or made as an advance on wages to be earned, unless payment of
27 those wages has been made."
28

1 73. Whether or not the Judgment becomes Final, neither the Settlement, any document,
2 statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those
3 matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be
4 evidence for any purpose adverse to Defendants or any other Releasees, including, but not limited
5 to, evidence of a presumption, concession, indication or admission by any of the Releasees of any
6 liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered
7 in evidence against any of the Releasees, or any other civil, criminal or administrative action or
8 proceeding except for purposes of effectuating this Settlement.

9 74. Notwithstanding Paragraph 73 of this Settlement, any and all provisions of this
10 Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce
11 any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

12 75. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
13 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
14 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
15 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
16 other than the representations, warranties, covenants, and inducements expressly stated in this
17 Settlement and its exhibits.

18 76. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent
19 that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
20 required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms,
21 and to execute any other documents required to effectuate the terms of this Settlement. The Parties
22 and their counsel will cooperate with each other and use their best efforts to affect the
23 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
24 form or content of any document needed to implement the Settlement, or on any supplemental
25 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
26 seek the assistance of mediator Steve Serratore, Esq., and if no resolution is reached the Superior
27 Court, and in all cases all such documents, supplemental provisions and assistance of the court will
28 be consistent with this Settlement.

1 77. **Modification of Agreement.** This Agreement, and any and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
3 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

4 78. **Settlement Binding on Successors.** This Settlement Agreement will be binding
5 upon, and inure to the benefit of, the successors of each of the Parties.

6 79. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be
7 governed by and interpreted according to the laws of the State of California, without giving effect to
8 any conflict of law principles or choice of law principles.

9 80. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
10 preparation of this Settlement. This Settlement will not be construed against any Party on the basis
11 that the Party was the drafter or participated in the drafting.

12 81. **Fair Settlement.** The Parties and their respective counsel believe and warrant that
13 this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at
14 this Settlement through arms-length negotiations, taking into account all relevant factors, current
15 and potential.

16 82. **Headings.** The descriptive heading of any section or paragraph of this Settlement is
17 inserted for convenience of reference only and does not constitute a part of this Settlement.

18 83. **Notice.** All notices, demands or other communications given under this Settlement
19 will be in writing and deemed to have been duly given as of the third business day after mailing by
20 U.S. Mail, addressed as follows:

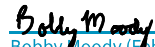
21
22 *To Class Counsel:* Brian J. Mankin, Esq.
23 Peter J. Carlson, Esq.
24 LAUBY MANKIN LAUBY LLP
 4590 Allstate Drive
 Riverside, CA 92501

25 *To Defense Counsel:* Matthew C. Sgnilek, Esq.
26 Andrea Rosenkranz, Esq.
27 O'HAGAN MEYER
28 4695 MacArthur Court, Suite 210
 Newport Beach, CA 92660

84. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

DATED: Feb 25, 2021

BOBBY MOODY


Bobby Moody (Feb 25, 2021 13:02 PST)

DATED: _____

DURA TECHNOLOGIES, INC.

By: _____

Its: _____

DATED: _____

HAWKEYE INDUSTRIES INC.

By: _____

Its: _____

DATED: _____

REVCHEM COMPOSITES, INC.

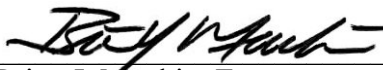
By: _____

Its: _____

1 DATED: February 25, 2021

LAUBY MANKIN LAUBY LLP

2
3 By:



4 Brian J. Mankin, Esq.
Peter J. Carlson, Esq.

5 Attorney for Plaintiff
6 BOBBY MOODY

7 DATED: _____

O'HAGAN MEYER

8
9 By:

10 Matthew C. Sgnilek, Esq.
11 Andrea Rosenkranz, Esq.

12 Attorneys for Defendants
13 DURA TECHNOLOGIES, INC.,
14 HAWKEYE INDUSTRIES INC., and
15 REVCHEM COMPOSITES, INC.
16
17
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EXHIBIT “B”

Selection Criteria

Clie.Selection Include: Moody v Dura Technologies
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
582252 4/30/2020 WIP 8 copies @ \$0.06 for Demand for docs	EXP	SJA Copying Moody v Dura Technolo	8	0.06 Do Not Bill	0.48
582253 4/30/2020 WIP Postage for the month of April 2020	EXP	SJA Postage Moody v Dura Technolo	1	7.40 Do Not Bill	7.40
582254 5/14/2020 WIP LWDA check #555	EXP	EBF Court fees Moody v Dura Technolo	1	75.00 Do Not Bill	75.00
582266 5/15/2020 WIP 184 copies @ \$0.06 for LWDA letter and letters to employer	EXP	SJA Copying Moody v Dura Technolo	184	0.06 Do Not Bill	11.04
582267 5/15/2020 WIP Postage for the month of May 2020	EXP	SJA Postage Moody v Dura Technolo	1	45.75 Do Not Bill	45.75
582520 6/11/2020 WIP San Bernardino Superior Court Receipt to fax file complaint	EXP	SJA Court fees Moody v Dura Technolo	1	1476.77 Do Not Bill	1476.77
582637 7/9/2020 WIP Bosco Inv 4614553 Serve:REVCHEM COMPOSITES, INC., A CALIFORNIA CORPORATION	EXP	SJA Attorney Servic Moody v Dura Technolo	1	121.95 Do Not Bill	121.95

7/12/2021
11:39 AM

Fernandez & Lauby LLP
Slip Listing

Page 2

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		
SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					
582638	EXP	SJA	1	92.00	92.00
7/9/2020		Attorney Servic			
WIP		Moody v Dura Technolo		Do Not Bill	
Bosco Inv 4614428 Serve: DURA TECHNOLOGIES, INC., A WYOMING CORPORATION SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					
582639	EXP	SJA	1	121.95	121.95
7/9/2020		Attorney Servic			
WIP		Moody v Dura Technolo		Do Not Bill	
Bosco Inv 4644480 Serve: HAWKEYE INDUSTRIES INC., A GEORGIA CORPORATION SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					
582652	EXP	SJA	18	0.06	1.08
7/31/2020		Copying			
WIP		Moody v Dura Technolo		Do Not Bill	
18 copies @ \$0.06 for POS to Court					
582653	EXP	SJA	1	0.50	0.50
7/31/2020		Postage			
WIP		Moody v Dura Technolo		Do Not Bill	
Postage for the month of July 2020					
583002	EXP	SJA	1	9000.00	9000.00
8/14/2020		Mediation Fees			
WIP		Moody v Dura Technolo		Do Not Bill	
Serratore Law Inv dated 6-22-20 for Mediation on					

7/12/2021
11:39 AM

Fernandez & Lauby LLP
Slip Listing

Page 3

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		
11-18-20					
583043	EXP	SJA	1	94.00	94.00
8/27/2020		Court fees			
WIP		Moody v Dura Technolo		Do Not Bill	
CourtCall ID #10820708 for 8/28/20 CMC					
583798	EXP	SJA	1	1451.25	1451.25
11/22/2020		Experts			
WIP		Moody v Dura Technolo		Do Not Bill	
Berger Consulting Inv 3695					
584263	EXP	SJA	8	0.06	0.48
2/26/2021		Copying			
WIP		Moody v Dura Technolo		Do Not Bill	
8 copies @ \$0.06 for Notice of Name Change					
584264	EXP	SJA	1	0.51	0.51
2/26/2021		Postage			
WIP		Moody v Dura Technolo		Do Not Bill	
Postage for the month of February 2021					
584296	EXP	SJA	1	203.95	203.95
3/3/2021		Attorney Servic			
WIP		Moody v Dura Technolo		Do Not Bill	
Bosco Inv 5408697 File and conform.					
-Motion					
-Declaration					
-Proposed Order					
Advance fee					
Court: San Bernardino County Superior Court -					
Central District					
584317	EXP	SJA	1	38.95	38.95
3/15/2021		Attorney Servic			
WIP		Moody v Dura Technolo		Do Not Bill	
Bosco Inv 5452601 File and conform in Dept. S26.					
-Supplemental Declaration					
Court: San Bernardino County Superior Court -					
Central District					
584343	EXP	SJA	1	94.00	94.00
3/24/2021		Court fees			
WIP		Moody v Dura Technolo		Do Not Bill	
CourtCall ID #11146721 for 3-23-21 MPA					

7/12/2021
11:39 AM

Fernandez & Lauby LLP
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		
584344	EXP	SJA	1	2.50	2.50
3/24/2021		Court fees			
WIP		Moody v Dura Technolo		Do Not Bill	
San Bernardino Superior Court Reference #PMT516470 for copy of signed order					
585027	EXP	SJA	1	51.95	51.95
6/7/2021		Attorney Servic			
WIP		Moody v Dura Technolo		Do Not Bill	
Bosco Inv 5745317 File and conform. -Stipulation to Continue Motion; Propose Order *Advance fee* Court: San Bernardino County Superior Court - Central District					
585102	EXP	TLG	1	200.00	200.00
6/24/2021		Attorney Servic			
WIP		Moody v Dura Technolo		Do Not Bill	
Estimated fee for Bosco to file MFA and supporting docs					
585103	EXP	TLG	200	0.06	12.00
6/24/2021		Copying			
WIP		Moody v Dura Technolo		Do Not Bill	
Estimated cost for copes of MFA and supporting docs					
585104	EXP	TLG	1	110.00	110.00
6/24/2021		Court fees			
WIP		Moody v Dura Technolo		Do Not Bill	
Estimated court fees for MFA and supporting docs					
585105	EXP	TLG	1	188.00	188.00
6/24/2021		Court fees			
WIP		Moody v Dura Technolo		Do Not Bill	
Estimated Courtcall fees for MFA and addl hearings					
Grand Total					
			Billable	0.00	0.00
			Unbillable	0.00	13401.51
			Total	0.00	13401.51

EXHIBIT “C”