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Attorneys for Plaintiff, on a representative basis and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARIA SALGADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AMERICAN JERKY COMPANY, LLC, a
Delaware Limited Liability Company;
JOBSOURCE, INC., a California
Corporation; JOBSOURCE MIRA LOMA,
INC., a California Corporation; JOBSOURCE
HOLDINGS, INC., a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2016568
*[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]*

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

Hearing:

Date: September 25, 2023

Time: 8:30 a.m.

Dept.: 26

Complaint Filed: August 3, 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 with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. 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

1 Settlement. If called as a witness, I could and would competently testify thereto.

2 **COUNSEL'S EXPERIENCE**

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

7 3. I have handled well over 500 employee vs. employer litigation matters during my
8 22 years in practice. Over the last 15 years, my practice has almost entirely consisted of
9 representing employees, the majority of which has included class action and representative
10 action wage and hour matters. In total, I have handled over 250 class action and representative
11 action wage/hour cases, and have been appointed by the court as class counsel and have received
12 final court approval and judgment in over half of those actions to date, and anticipate receiving
13 final approval in many more of those in the future.

14 4. As part of these settlements and judgments, I have recovered in excess of \$250
15 million in damages for my clients and the class members (who often work as nurses, ambulance
16 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
17 countless other trades). My team and I once held the record for the largest known PAGA-only
18 case in California's history - a \$12.5 million-dollar court approved settlement, which followed
19 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
20 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

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

26 6. I was named by the LA Times as one "Southern California Leading Lawyers" in
27 the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I

1 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that
2 only 5% of lawyers receive.

3 **ADEQUACY OF THE SETTLEMENT**

4 7. The Class, as conditionally certified by this Court, consists of 1,700 current and
5 former non-exempt employees that, during the “Class Period” of August 3, 2016 through June 6,
6 2023: (1) were directly employed by Defendant American Jerky (“American Jerky”) in
7 California, or (2) were directly employed by Defendant JobSource Mira Loma, Inc.
8 (“JobSource”), and assigned to work at the American Jerky Facility.

9 8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is
10 approximately \$435,228.43, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 800,000.00
Attorneys’ Fees (1/3)	\$ 266,666.66
Litigation Costs	\$ 21,854.90
Administrator Costs	\$ 18,750.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 435,228.43

15
16 9. The process of mailing the Notice Packets was very successful, as only all Class
17 Notices were determined to be deliverable, resulting in a 100% success rate in mailing the
18 notices.

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

21 11. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in
22 the Motion for Final Approval, this Settlement is favorable to the Class and the release is
23 narrowly limited to the claims alleged.

24 12. Sufficient information existed to allow Class Counsel to intelligently value this
25 case. Given the parties’ arms’ length bargaining facilitated by a reputable and experienced wage
26 and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact
27 that 100% of the Class has elected to participate and no objections were submitted, the
28 presumption of fairness is justified.

1 13. I believe that the Settlement is fair, reasonable and adequate, and in the best
2 interests of the Class, given the litigation risks and delay inherent in further litigation and
3 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
4 submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendants' business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties took into account the
12 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
13 parties determined that it is desirable and beneficial to both the Class and Defendants that this
14 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL AND**
18 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

19 14. As set forth above, I have handled over 250 class and representative actions, have
20 been appointed as class counsel and have successfully resolved over half of those cases, and
21 many others remain pending and will successfully resolve in the future while recovering
22 hundreds of millions of dollars for my clients and Class Members. This is substantially better
23 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
24 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
25 found that only one-third of class actions are successful, compared to two-thirds that are defeated
26 and result in no payment to the class members.¹

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

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

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
8 Counsel is seeking a fee of one-third of the Settlement Amount.

9 17. There are several additional factors why I believe that the Court should award
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
11 resulted in a common fund settlement amount of \$800,000, whereby the Class Members will
12 receive **up to a maximum of \$3,057.19** for those employees that worked the entire Class Period.
13 This is a **good result** in light of the disputed nature of the claims alleged. This result was
14 achieved by the work and success of my office, who negotiated the settlement after extensive
15 litigation, discovery, preparation, investigation, mediation, and substantial work thereafter.

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

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

25 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
26 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
27 substantial amount of time, money, and resources, and have done so since the inception of this
28 case without any payment or compensation. If Plaintiff had lost this case, we would have

1 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
2 my office, which is a small firm. If, despite these hardships and risks, the best my office could
3 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for
4 the hardships and serious risks we faced litigating this contingency case, and would not be
5 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
6 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
7 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
8 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
9 only one-third of class actions are successful, compared to two-thirds that are defeated and result
10 in no payment to the class members.

11 21. Fifth, the request for attorney's fees in the amount of one-third of the common
12 fund falls well within the norms accepted by state and federal courts in California in comparable
13 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
14 recovery under the common fund doctrine was recently approved by the California Supreme
15 Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

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

18 23. At my office, this case was primarily handled by my senior associate attorney,
19 Peter Carlson, while I performed the role of the supervising attorney. As set forth in his
20 declaration, Mr. Carlson works exclusively with me on employment law matters and has been in
21 practice for 8 years. He bills at the hourly rate of \$575/hour. I have been in practice for 22
22 years, with most of those years handling complex litigation and for over the last 15 years, my
23 practice has almost entirely consisted of handling class action wage and hour matters. My billing
24 rate is \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who
25 handle complex class action litigation, if not somewhat lower.

26 24. The hourly rates above are comparable to those of other attorneys with equal or
27 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
28 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year

attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer Real Rate Report (“Real Rate Report”), provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data. For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. In 2018, for the southern California area, which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

25. The table below includes a summary of the hours worked by my office, 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 Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$250,755, resulting in a very small 1.06 multiplier, which is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	Trial Counsel	22	\$775	117²	\$90,675
Peter Carlson (Senior Associate – LML)	Handling Attorney	8	\$575	278.4	\$160,080
Grand Total				395.4	\$250,755

² Includes an estimated 35 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

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

4 27. In the course of prosecuting this action, Class counsel have incurred expenses that
5 were incidental and necessary to the effective representation of the Class. These expenses
6 included but were not limited to: court filings, messenger services, postage, fax transmission
7 expenses, transportation, mediator fees, and other incidental expenses directly related to this
8 action. The Settlement Agreement provided up to \$30,000 in costs. Through final approval, my
9 office incurred \$21,854.90 in litigation costs (see Exhibit "B" attached hereto). The saving will
10 be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not
11 oppose this request for costs.

12 **REASONABLENESS OF REQUESTED SERVICE AWARD**

13 28. I also believe that the service award of \$7,500 to Plaintiff is fair and warranted for
14 the reasons outlined in her declarations and in the motion. She came forward and worked
15 directly with our offices in analyzing the claims and documents, providing valuable information.
16 (See her declarations for supporting information.) Indeed, her participation was an essential
17 element of Defendants' desire to mediate and of the pre and post mediation analysis that allowed
18 Class Counsel to settle the case. In addition to foregoing separate individual claims, she also
19 took on various risks, including the risk that they could have been ordered to pay Defendants'
20 costs if she lost and the risk of retaliation and being black-balled in the industry. She also
21 provided a full release of all claims. Defendants do not oppose the requested service award.

22 **SUBMISSION TO THE LWDA**

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

25 **EXHIBITS AND CONCLUSION**

26 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
27 "A."
28

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 30, 2023, at Riverside, California.

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

EXHIBIT “A”

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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

[Attorneys for Defendants listed on next page]

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

MARIA SALGADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AMERICAN JERKY COMPANY, LLC, a
Delaware Limited Liability Company;
JOBSOURCE, INC., a California
Corporation; JOBSOURCE MIRA LOMA,
INC., a California Corporation; JOBSOURCE
HOLDINGS, INC., a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS 2016568
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

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

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2 Kelsey E. Link, Esq.
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16 Attorneys for Defendant JOBSOURCE MIRA LOMA, INC.

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiff Maria Salgado, individually and on behalf of all others similarly situated, and
3 on behalf of the State of California, and Defendants American Jerky Company and JobSource
4 Mira Loma, Inc., 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 *Maria Salgado v.*
8 *American Jerky Company, LLC, et al.*, San Bernardino County Superior Court, Case No.
9 CIVDS2016568.

10 2. "Administrator" means and refers to the third-party class action settlement
11 administrator agreed to by the Parties, and approved by the Court, that will provide the Notice to
12 the Class Members and distribute the settlement amounts as described in this Agreement.

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

21 4. "Aggrieved Employee(s)" means all current and former nonexempt employees
22 who, during the PAGA Period, either: (1) were directly employed by Defendant American Jerky
23 Company, LLC, or (2) were directly employed by Defendant JobSource Mira Loma, Inc. and
24 assigned to work at the American Jerky Facility.

25 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
26 Action and PAGA Settlement Agreement and Release of Claims.

27 6. "American Jerky Facility" means Defendant American Jerky Company, LLC's
28 facility located at 2400 E. Francis St., Ontario, California 91761

1 7. “Class” is defined all current and former nonexempt employees who, during the
2 Class Period, either: (1) were directly employed by Defendant American Jerky Company, LLC,
3 or (2) were directly employed by Defendant JobSource Mira Loma, Inc. and assigned to work at
4 the American Jerky Facility. Defendant American Jerky represents that it directly employed 317
5 Class Members from August 3, 2016, through March 3, 2023. Defendant JobSource represents
6 that it directly employed 1,272 Class Members who were assigned to work at the American Jerky
7 Facility from August 3, 2016, through March 3, 2023. The Parties expect that the number of
8 Class Members will increase pro rata until the date of the Preliminary Approval Order.

9 8. “Class Member(s)” refers to individual members of the Class.

10 9. “Class Counsel” refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
11 Lauby LLP.

12 10. “Class Data” means a complete list that Defendants will diligently and in good
13 faith compile from their records and provide to the Administrator on one spreadsheet which shall
14 include, for each Class Member, the individual’s full name; last known address; Social Security
15 Number; total Weeks Worked during the PAGA Period and the Class Period.

16 11. “Class Period” is deemed to be any time during the period of August 3, 2016,
17 through June 6, 2023.

18 12. “Class Representative” or “Plaintiff” means and refers to Plaintiff Maria Salgado.

19 13. “Complaint” refers to the operative class and PAGA representative action
20 complaint filed in the San Bernardino County Superior Court on August 3, 2020.

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

23 15. “Defendant American Jerky” means and refers to Defendant American Jerky
24 Company, LLC.

25 16. “Defendant JobSource” means and refers to Defendant JobSource Mira Loma,
26 Inc.

27 17. “Defendants” refers collectively to Defendants American Jerky and JobSource.

28 18. “Defendants’ Counsel” or “Defense Counsel” collectively means and refers to

Constangy, Brooks, Smith & Prophete LLP (as counsel for Defendant American Jerky) and Prenovost, Normandin, Dawe, and Rocha (as counsel for Defendant JobSource).

19. “Effective Date” means the date the Court’s order approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (*i.e.*, 61 calendar days after notice of entry of the Court’s Judgment); (ii) the date on which the time for any appeal arising from any objection filed by a Class Member to the settlement has passed, if one or more objections to the settlement are filed, and (iii) if an appeal is taken, the date on which any reviewing court issues a decision, the time for further appeal has expired, and the trial court has regained jurisdiction.

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

21. “Individual Class Payment” refers to each Participating Class Members share of the Net Settlement Amount, as further discussed in Paragraph 50(c) below.

22. “Individual PAGA Payment” refers to each Aggrieved Employees share of the PAGA Penalties, as further discussed in Paragraph 50(c) below.

23. “Settlement Amount” is \$800,000.00, exclusive of Defendants’ obligation to fund their respective shares of payroll taxes, as further discussed in Paragraph 50(a) below.

24. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 50(b) below.

25. “Notice” means the notice of proposed class settlement that will be sent to the Class Members and which will advise each Class Member of the settlement and his or her estimated Individual Class Payment and Individual PAGA Payment and will further advise of the setting of a Final Approval Hearing. The Notices shall be translated in Spanish and Simplified Chinese.

26. “Response Deadline” is 30 calendar days from the date the Notice is mailed to the

1 Class Members.

2 27. “Objecting Class Member” means a Class Member, other than Plaintiff, who
3 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 70(c)
4 below.

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

9 29. “PAGA Period” is deemed to be any time during the period of August 3, 2019,
10 through June 6, 2023.

11 30. “Participating Class Member” means any and all Class Members who do not opt-
12 out by submitting timely valid Requests for Exclusion.

13 31. “Parties” or “Settling Parties” mean Plaintiff and Defendants, collectively.

14 32. “Preliminary Approval Date” means the date the Court approves the Settlement
15 Agreement and enters the Preliminary Approval Order.

16 33. “Preliminary Approval Order” means the judicial Order to be entered by the
17 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
18 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the
19 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
20 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
21 and costs. Provided that the motion is consistent with the terms herein, Defendants will not
22 object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to
23 review and comment upon the motion before it is filed.

24 34. “QSF” means the Qualified Settlement Fund set up by the Administrator for the
25 benefit of the Participating Class Members and Aggrieved Employees, and from which the
26 settlement payments shall be made.

27 35. “Released Class Claims” or “Class Claims” by the Participating Class Members
28 upon Final Approval of the Settlement will include the claims stated in the Complaint, or that

1 reasonably could have been alleged based upon the factual allegations in the Complaint,
2 including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to
3 provide meal periods, (d) failure to provide rest breaks, (e) failure to timely pay wages upon
4 separation of employment, (f) failure to provide accurate itemized wage statements, (g) unfair
5 and unlawful competition, and (h) all other claims for statutory penalties based on the facts or
6 claims alleged in the Complaint.

7 36. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims
8 that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the
9 State of California, based on the facts alleged or that reasonably could have been alleged based
10 on the factual allegations in the Complaint and in the relevant LWDA notice letter, including all
11 PAGA claims seeking civil penalties premised upon (a) failure to pay minimum wages, (b)
12 failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest
13 breaks, (e) failure to timely pay wages each period and upon separation of employment, (f)
14 failure to provide accurate itemized wage statements, (g) failure to provide suitable seating, and
15 (h) all other claims for civil penalties recoverable under the Private Attorneys General Act,
16 Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint. Under
17 *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), the Released PAGA Claims
18 apply to all Aggrieved Employees, regardless of whether they request exclusion from the class.
19 The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or
20 statutory penalties.

21 37. “Released Parties” means Defendants and their respective affiliate, parents,
22 subsidiaries, predecessors, successors, assigns, directors, owners, shareholders, officers,
23 employees, agents, attorneys, servants, joint employers and employees, temporary service
24 providers and Staffing Agencies employing Temporary Employees, past and present, and each of
25 them and anyone acting in concert with the foregoing.

26 38. “Release” shall mean the release and discharge of the Released Class Claims by
27 Plaintiff and all Participating Class Members and their assignees.

28 39. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 70(a)

1 below.

2 40. “Service Payment” or “Service Award” means the amount approved by the Court
3 to be paid to Class Representative Maria Salgado in addition to her Individual Class Payment as
4 a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

5 41. “Work Weeks” or “Weeks Worked” in the context of a Class Member means any
6 and all work weeks during the Class Period during which the Class Member worked at least one
7 day for Defendant. Likewise, in the context of Aggrieved Employees, it means any and all
8 weeks worked during the PAGA Period during which the Aggrieved Employee worked at least
9 one day for Defendant. Class Members that were directly employed by Defendant JobSource
10 shall only be credited with Work Weeks during weeks in which the Class Member worked at
11 least one day at the American Jerky Facility. Defendant American Jerky represents that it
12 directly employed Class Members who worked an estimated 31,000 Work Weeks from August
13 3, 2016, through March 3, 2023. Defendant JobSource represents that it directly employed Class
14 Members who worked an estimated 18,067 Work Weeks with at least one day at the American
15 Jerky Facility from August 3, 2016, through March 3, 2023. The Parties expect that these Work
16 Week figures will increase pro rata until the date of the Preliminary Approval Order.

17 **B. General Terms**

18 42. On August 3, 2020, Plaintiff filed a putative class and representative PAGA
19 action in the San Bernardino County Superior Court, alleging Class Claims and PAGA Claims,
20 including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to
21 provide meal periods, (d) failure to provide rest breaks, (e) failure to timely pay wages each
22 period and upon separation of employment, (f) failure to provide accurate itemized wage
23 statements, (g) unfair and unlawful competition, and (h) failure to provide suitable seating.

24 43. Defendants deny Plaintiff’s claims and allegations and contends that the Action is
25 not suitable for class certification.

26 44. The Class Representative believes she can proceed with the representative and
27 class claims, that the Action is meritorious, and that class certification is appropriate.

28 45. During litigation, the Parties engaged in substantial discovery and completed the

1 *Belaire* process to facilitate the exchange of Class Member contact information. Thereafter, the
2 Parties agreed to attend mediation.

3 46. The Parties have conducted a thorough investigation into the facts of the Action.
4 This includes substantial formal discovery, along with an extensive exchange of informal
5 discovery prior to mediation, including a sampling of payroll and timekeeping records for Class
6 Members. Class Counsel is both knowledgeable about and has done extensive research with
7 respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has
8 diligently pursued an investigation of the Class Members' claims against Defendants. Based on
9 the foregoing data and on their own independent investigation and evaluation, Class Counsel is
10 of the opinion that the settlement with Defendants for the consideration and on the terms set forth
11 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
12 Class Members in light of all known facts and circumstances, including the risk of significant
13 delay and uncertainty associated with litigation, various defenses asserted by Defendants, and
14 numerous potential appellate issues.

15 47. On December 12, 2022, and again on January 4, 2023, Plaintiff and Defendants
16 participated in a full-day mediation with Hon. Daniel J. Buckley (Ret.), a well-respected wage-
17 and-hour mediator. At the conclusion of mediation, and after continued arms-length negotiations
18 and a mediator's proposal, the Parties reached the Settlement detailed herein.

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

23 49. Stipulation for Class Certification. For settlement purposes only, Defendants will
24 stipulate that the Class Members described herein who do not Request Exclusion from the Class
25 may be conditionally certified as a Class. This stipulation to certification is in no way an
26 admission that class action certification is proper and shall not be admissible in this or in any
27 other action except for the sole purposes of enforcing this Agreement. Should, for whatever
28 reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part

of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, and the Parties agree that Defendant JobSource shall pay \$200,000 and Defendant American Jerky shall pay the balance of \$600,000. With the exception of employer-side taxes on the wage portion of the Individual Class Payments (for which Defendant JobSource shall be responsible for payment of employer-side taxes for all Class Members it directly employed, whereas Defendant American Jerky shall be responsible for payment of employer-side taxes for all Class Members it directly employed), the Settlement Amount shall satisfy all of Defendants' liabilities arising from the Settlement, and it is inclusive of payments to the Participating Class Members, PAGA Penalties to the State and Aggrieved Employees, attorneys' fees and litigation costs, third party administrator ("Administrator") costs, service enhancement to the Class Representative, and interest.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Class.

(c) The Individual Class Payment for each Class Member will be calculated by the Administrator using the Class Data provided by Defendants as follows. Compensable workweeks will be all Weeks Worked by the Class Members during the Class Period. The

dollars per compensable work week will be calculated by dividing the total Weeks Worked by Class Members into the Net Settlement Amount to determine a per work week value (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks Worked by a Participating Class Member during the Class Period to determine the distribution for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: 20% will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and 80% will be allocated for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payment to Class Representative: The amount, if any, awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$7,500, in exchange for the service that Plaintiff performed on behalf of the Class. Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Attorneys’ Fees and Costs Award: Defendants agree to not oppose a request by Class Counsel to the Court for an award of attorneys’ fees of one-third of the

1 Settlement Amount, plus reasonable litigation costs not to exceed \$30,000 (“Attorney’s Fees and
2 Cost Award”). Defendants agree not to oppose any contention by Class Counsel that attorneys’
3 fees should be based on the common fund theory. The Attorney’s Fee and Cost Award shall be
4 paid from the Settlement Amount, and, except for this award, Defendants shall have no further
5 obligation to pay any attorneys’ fees, costs, or expenses to Class Counsel. Should the Court
6 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
7 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
8 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
9 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
10 Counsel an IRS Form 1099 reflecting the amount of attorneys’ fees and costs awarded by the
11 Court.

12 (g) Administration Costs: The fees and other charges of the Administrator
13 will be paid from the Settlement Amount in the amount approved by the Court.

14 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA
15 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
16 amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
17 Private Attorney General Act of 2004 (“PAGA”) and \$12,500 (25%) will form the Individual
18 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
19 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
20 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
21 Settlement.

22 (i) Tax Liability: Class Counsel and Defendants make no representations as
23 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
24 the Class Members are not relying on any statement or representation by Class Counsel or
25 Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees
26 understand and agree that they will be solely responsible for the payment of any taxes and
27 penalties assessed on their respective Individual Class Payments and Individual PAGA
28 Payments, described herein. Forms 1099 will be distributed in the manner required by the

1 Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code,
2 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
3 this Agreement, the processes set forth in this Section may be modified in a manner to bring
4 Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and
5 Aggrieved Employees understand and agree that they will be solely responsible for the payment
6 of any taxes and penalties assessed on their respective payments described herein.

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

1 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
2 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

3 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
4 Under no circumstances will any portion of the Settlement Amount revert to Defendant.
5 Participating Class Members and Aggrieved Employees will not have to make a claim in order to
6 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
7 Individual Class Payment or Individual PAGA Payments will be made directly to each
8 Participating Class Member and Aggrieved Employee. The Administrator shall be responsible
9 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
10 a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks
11 delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

12 (l) Class Counsel and Plaintiff believe that the Settlement is fair and
13 reasonable and will so represent same to the Court.

14 **D. Release by the Participating Class Members**

15 51. Upon entry of the Final Approval Order and Defendants funding of the Settlement
16 Amount and the required employer-side payroll taxes, and except as to such rights or claims as
17 may be created by this Agreement, Plaintiff and the Participating Class Members will forever
18 completely release and discharge the Released Parties from the Released Class Claims for the
19 Class Period.

20 52. Each Participating Class Member will be deemed to have made the foregoing
21 Release as if by manually signing it.

22 53. Class Representative, on behalf of herself and the Class, acknowledges and agrees
23 that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and
24 that the payments set forth herein constitute payment of all sums allegedly due to them. Class
25 Representative, on behalf of herself and the Class, acknowledges and agrees that Labor Code §
26 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent
27 part as follows: “An employer shall not require the execution of any release of any claim or right
28 on account of wages due, or to become due, or made as an advance on wages to be earned, unless

1 payment of those wages has been made.”

2 **E. Release of PAGA Claims**

3 54. Upon entry of the Final Approval Order and Defendants’ funding of the
4 Settlement Amount and the required employer-side payroll taxes, Plaintiff – in her individual
5 capacity and on behalf of the State of California and LWDA – shall completely release and
6 discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

7 55. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
8 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from
9 releasing the Released PAGA Claims.

10 56. It is the intent of the Parties that the Final Approval Order shall have full
11 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

12 **F. Release by Plaintiff and Class Representative**

13 57. Class Representative does hereby, for herself and her spouses, heirs, successors,
14 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
15 personal representatives, and assigns forever and completely release and discharge the Released
16 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
17 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
18 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
19 damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever,
20 from the beginning of time through the execution of this Stipulation, whether known or
21 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
22 upon, or relating to Class Representative’s employment with Defendants or the remuneration for
23 or termination of such employment (the “Class Representative’s Claims”).

24 58. Without limiting the generality of the foregoing, this general release by Plaintiff
25 includes all federal, state and local statutory claims, federal and state common law claims
26 (including but not limited to those for contract, tort and equity), including without limitation the
27 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil
28 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor

Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), and the California Labor Code.

59. Plaintiff agrees that there is a risk that any injury that she may have suffered by reason of the Released Parties' relationship with her might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released Parties, and understands that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

60. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representative expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representative knew of, as well as all claims that she does not know or suspect to exist in her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this

1 Settlement Agreement contemplates the extinguishment of any such Class Representative's
2 Claims. Notwithstanding the above, the general release by Class Representative shall not extend
3 to claims for workers' compensation benefits (including Workers Comp. Case ADJ 11781204),
4 claims for unemployment benefits, or other claims that may not be released by law.

5 **G. Interim Stay of Proceedings**

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

9 **H. Notice Process**

10 62. Appointment of Administrator. The Parties have agreed to the appointment of the
11 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
12 using standard devices to obtain forwarding addresses, independently reviewing and verifying
13 documentation associated with any claims or opt-out requests, resolving any disputes regarding
14 the calculation or application of the formula for determining the Individual Class Payment and
15 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class
16 Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other
17 tasks as set forth herein or as the Parties mutually agree or that the Court orders.

18 63. Disputes Regarding Administration. Any and all disputes relating to
19 administration of the Settlement by the Administrator (except for disputes regarding Class Data)
20 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
21 and conditions of this Agreement, until Plaintiff and Defendants notify the Court that all
22 payments and obligations contemplated by this Agreement have been fully carried out. Prior to
23 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
24 dispute without the necessity of Court intervention. The Administrator shall also be responsible
25 for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class
26 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
27 Agreement.

28 64. Class Data. Within fourteen (14) days after entry of the Preliminary Approval

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

65. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name).

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

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

68. Presumption Regarding Receipt of Notice. It will be conclusively presumed that

1 if an envelope has not been returned to Administrator by the Response Deadline that the Class
2 Member received the Notice.

3 69. Disputes Regarding Class Data. Class Members are deemed to participate in the
4 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
5 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
6 Payment and Individual PAGA Payment, as well as the number of weeks he/she worked during
7 the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they
8 feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period
9 in California than Defendants' records show by timely submitting evidence to the Administrator.
10 Defendants' records will be presumed determinative absent reliable evidence to rebut
11 Defendants' records, but the Administrator will evaluate the evidence submitted by the Class
12 Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to
13 meet and confer in good faith about the evidence to determine the Class Member's actual
14 number of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment.
15 If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
16 Court to render a final decision. Class Members and Aggrieved Employees will have until the
17 Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

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

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

26 (a) Requests for Exclusion from Class. Any Class Member, other than
27 Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to
28 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion

1 should state:

2 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
3 AMERICAN JERKY LAWSUIT. I UNDERSTAND THAT IF I
4 ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I
5 WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT
6 FROM THIS LAWSUIT.”

7 To be valid, any Request for Exclusion must include the full name, address, telephone
8 number, last four digits of the social security number or date of birth, and signature of the Class
9 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
10 Administrator at the specified address set forth in the Notice. Any such Request must be made in
11 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
12 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
13 Member who timely requests exclusion in compliance with these requirements: (i) will not have
14 any rights under this Agreement, including the right to object, appeal or comment on the
15 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
16 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
17 who is an Aggrieved Employee who requests timely exclusion will still be subject to the
18 Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA
19 Payment. All Parties and their counsel, including Defendants’ respective members, member
20 managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections,
21 directly or indirectly, through any means.

22 (b) Binding Effect on Participating Class Members. All Participating Class
23 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and
24 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
25 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
26 Settlement.

27 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
28 does not submit a valid and timely Request for Exclusion may object to the terms of this

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

18 (d) Failure to Object. Any Class Member who does not timely and properly
19 become a party of record by intervening or filing a motion to vacate the judgment waives any
20 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
21 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
22 under California Code of Civil Procedure section 473, and extraordinary writs.

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

26 (f) Class Members will have until the Response Deadline to object or submit
27 a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose
28 jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were

1 timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

2 72. Defendant JobSource's Portion of Settlement Amount Held in Trust. Within
3 forty-five (45) days of full execution of this Agreement, Defendant JobSource shall deposit
4 \$200,000 in its attorney's trust account, and this shall be reserved for the sole purpose of funding
5 Defendant JobSource's share of the Settlement Amount.

6 73. Funding of the Settlement Amount. Defendants shall deposit the Settlement
7 Amount, plus Defendants' respective shares of payroll taxes owed on Individual Class Payments,
8 with the Administrator within thirty (30) days after the Effective Date.

9 74. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
10 Settlement Amount by Defendant, the Administrator shall mail the Individual Class Payments to
11 the Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees,
12 the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to
13 the Class Representative, the payment to the LWDA for PAGA Penalties, and will pay itself the
14 Administration Costs.

15 75. Deadline for Cashing Settlement Checks. Participating Class Members and
16 Aggrieved Employees shall have 180 calendar days after mailing by the Administrator to cash
17 their settlement checks. The release will be binding upon all Participating Class Members who
18 do not cash their checks within the 180-day period. In the event that any settlement check is
19 returned to the Administrator within 180 days of mailing, the Administrator will, within five (5)
20 business days of receipt of the returned settlement check, perform a skip trace to locate the
21 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
22 located by these means, the Administrator will have ten (10) business days to re-issue the check.
23 Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have
24 any liability for lost or stolen settlement checks, forged signatures on settlement checks, or
25 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
26 Participating Class Member and/or Aggrieved Employee notifies the Administrator that he or she
27 believes that a settlement check has been lost or stolen, the Administrator shall immediately stop
28 payment on such check. If the check in question has not been negotiated prior to the stop

1 payment order, the Administrator will issue a replacement check.

2 (a) If any Participating Class Member's check is not cashed within the time
3 periods noted above, the check will be void and a stop-payment will be issued, and the
4 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
5 name of the Class Member.

6 (b) If any Aggrieved Employee's check is not cashed within the time periods
7 noted above, the check will be void and a stop-payment will be issued, and the Administrator
8 shall issue the unclaimed funds to the California State Controller's Office in the name of the
9 Aggrieved Employee.

10 **I. Duties of the Parties Prior to the Court's Approval**

11 76. Promptly after execution of this Agreement, Plaintiff will move the Court for
12 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
13 accomplishing the following:

- 14 (a) Approving as to form and content the proposed Notice;
15 (b) Directing the mailing of the Notice by first class mail to the Class
16 Members;
17 (c) Preliminarily approving this Settlement;
18 (d) Preliminarily certifying the class for purposes of this Settlement;
19 (e) Advising the LWDA of the proposed Settlement; and
20 (f) Scheduling the Final Approval Hearing on the issue of whether this
21 Settlement should be finally approved as fair, reasonable and adequate.

22 **J. Duties of the Parties Following Court's Final Approval**

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

- 25 (a) Approving the Settlement, adjudging the terms thereof to be fair,
26 reasonable and adequate, and directing consummation of its terms and provisions;
27 (b) Approving Class Counsel's application for an award of attorneys' fees and
28 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,

1 and the payment to the Administrator for costs of administering the settlement; and

2 (c) Entering judgment approving settlement.

3
4 **K. Voiding the Agreement**

5 78. If the Court fails or refuses to issue the Final Approval Order or fails to approve
6 any material condition of this Agreement which effects a fundamental change of the Settlement,
7 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
8 option of either Party.

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

13 80. If the Settlement is voided or fails for any reason, any costs incurred by the
14 Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in
15 this Agreement.

16 **L. Other Terms**

17 81. Waiver. The waiver by one Party of any breach of this Agreement by another
18 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

19 82. Parties' Authority. The signatories hereto represent that they are fully authorized
20 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

21 83. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
22 accomplish the terms of this Agreement, including but not limited to, execution of such
23 documents and to take such other action as may reasonably be necessary to implement the terms
24 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
25 contemplated by this Agreement and any other efforts that may become necessary by order of the
26 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
27 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
28

1 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's
2 preliminary and final approval of the settlement, and the final entry of judgment.

3 84. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
4 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
5 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
6 cause of action or rights released and discharged by this Agreement.

7 85. No Admission. Defendants deny any and all liability to Plaintiff and/or any Class
8 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were
9 asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle
10 and compromise the matters at issue in the Complaint to avoid further substantial expense and
11 the inconvenience and distraction of protracted and burdensome litigation. Defendants have
12 taken into account the uncertainty and risks inherent in litigation, and without conceding any
13 infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined
14 that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the
15 terms and conditions set forth in this Agreement.

16 86. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
17 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
18 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
19 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
20 Agreement with the intention of avoiding further disputes and litigation with the attendant
21 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
22 related documents such as the notices, and motions for preliminary and final approval, shall,
23 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
24 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
25 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
26 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
27 approved, the stipulation will be of no force or effect.
28

1 87. No Publicity. The Parties will not publicize the Settlement or disclose it to third
2 parties prior to the Court granting Preliminary Approval, except as required or necessary to
3 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and
4 Class Representative agree that they will not discuss the Settlement with the media, any
5 settlement and verdict reporting service, any social media postings or other Internet postings.
6 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
7 other case materials in the Action related to seeking and obtaining Court approval of this
8 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
9 Members or their representatives about this Settlement, including through the posting of Court-
10 filed documents on Class Counsel's websites for access solely by the Class Members, or to
11 prevent the Parties or their representatives from communicating with financial or legal advisors
12 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
13 the Action has been settled on terms mutually agreeable to the Parties.

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

18 *To the Class:*

19 Brian J. Mankin
20 **brian@lmlfirm.com**
21 Lauby, Mankin & Lauby LLP
22 5198 Arlington Ave, PMB 513
23 Riverside, CA 92504
24 Tel: (951) 320-1444 | Fax: (951) 320-1445

25 *To Defendant American Jerky:*

26 Joanna MacMillan, Esq.
27 **jmacmillan@constangy.com**
28 Constangy, Brooks, Smith & Prophete LLP
29 2029 Century Park East, #1100
30 Los Angeles, CA 90067
31 Tel: (310) 909-7775

32 *To Defendant JobSource:*

Karel Rocha, Esq.
KRocha@pnbd.com
Prenovost, Normandin, Dawe & Rocha
2122 North Broadway, #200
Santa Ana, CA 92706
Tel: (714) 547-2444

89. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff 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.

90. 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 Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

91. Modification. This 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.

92. 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 Plaintiff and Defendants may 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 Defendant.

93. 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, without regard to its conflicts-of-law rules.

94. 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.

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

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

97. Counterparts. This 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 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 10, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:

Maria Salgado
Maria Salgado (May 10, 2023 17:41 PDT)

Maria Salgado

Dated: May ___, 2023

DEFENDANT AMERICAN JERKY

By: _____ (name)

(title)

93. 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, without regard to its conflicts-of-law rules.

94. 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.

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Dated: May ___, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:

Maria Salgado

05 / 10 / 2023
Dated: May ___, 2023

DEFENDANT AMERICAN JERKY

Ben Wu

By: Ben Wu (name)

Plant Manager (title)

05/10/2023

Dated: May ___, 2023

DEFENDANT JOBSOURCE



Signer ID: YDDYY3HC9...

By: Dulce Tafoya (name)

____ (title)

APPROVED AS TO FORM:

Dated: May ___, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: May ___, 2023

COUNSEL FOR DEFENDANT AMERICAN JERKY
CONSTANGY, BROOKS, SMITH & PROPHETE LLP

Joanna MacMillan, Esq.
Attorneys for Defendant American Jerky Company, LLC

Dated: May ¹⁰ ___, 2023

COUNSEL FOR DEFENDANT JOBSOURCE
PRENOVOST, NORMANDIN, DAWE & ROCHA



Karel Rocha, Esq.
Attorneys for Defendant JobSource Mira Loma, Inc.

1
2 Dated: May ___, 2023

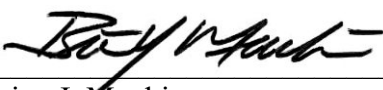
DEFENDANT JOBSOURCE

3
4
5 By: _____ (name)
6 _____ (title)

7 **APPROVED AS TO FORM:**

8 Dated: May 11, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

9
10 
11 Brian J. Mankin
12 Attorneys for Plaintiff

13 Dated: May ___, 2023

COUNSEL FOR DEFENDANT AMERICAN JERKY
CONSTANGY, BROOKS, SMITH & PROPHETE LLP

14
15
16 Joanna MacMillan, Esq.
17 Attorneys for Defendant American Jerky Company, LLC

18 Dated: May ___, 2023

COUNSEL FOR DEFENDANT JOBSOURCE
PRENOVOST, NORMANDIN, DAWE & ROCHA

19
20
21 Karel Rocha, Esq.
22 Attorneys for Defendant JobSource Mira Loma, Inc.

1
2 Dated: May ___, 2023

DEFENDANT JOBSOURCE

3
4
5 By: _____ (name)
6 _____ (title)

7 **APPROVED AS TO FORM:**

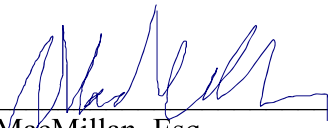
8 Dated: May ___, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

9
10 _____
11 Brian J. Mankin
12 Attorneys for Plaintiff

13 Dated: May ___, 2023

COUNSEL FOR DEFENDANT AMERICAN JERKY
CONSTANGY, BROOKS, SMITH & PROPHETE LLP

14
15 
16 _____
17 Joanna MacMillan, Esq.
18 Attorneys for Defendant American Jerky Company, LLC

19 Dated: May ___, 2023

COUNSEL FOR DEFENDANT JOBSOURCE
PRENOVOST, NORMANDIN, DAWE & ROCHA

20
21 _____
22 Karel Rocha, Esq.
23 Attorneys for Defendant JobSource Mira Loma, Inc.

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00429 Salgado v Jobsource
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Maria Salgado									
14000-00429 Salgado v Jobsource									
06-30-2020	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	30.00	1.80
30 copies @ \$0.06 for retainer to client									
06-30-2020	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	3.05	0.00	1.00	3.05
Postage for the month of June 2020									
07-27-2020	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	75.00	0.00	1.00	75.00
LWDA - Check #572									
07-29-2020	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	1,435.00	0.00	1.00	1,435.00
Clerk of The Court - Complaint - Check# 581									
07-31-2020	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	238.00	14.28
150 copies @ \$0.06 for LWDA letters and letters to employer									
88 copies @ \$0.06 for Complaint to court									
07-31-2020	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	43.10	0.00	1.00	43.10
Postage for the month of July 2020									
09-11-2020	Approved		Billable	Attorney Service	Aguilera, Sophia J.	133.45	0.00	1.00	133.45
Bosco Inv 4841486 Serve: AMERICAN JERKY COMPANY, LLC; A DELAWARE LIMITED LIABILITY COMPANY 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									
09-11-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	93.50	0.00	1.00	93.50
Bosco Inv 4841496 Serve: JOBSOURCE, INC., A CALIFORNIA 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									
09-11-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	133.45	0.00	1.00	133.45
Bosco Inv 4841505 Serve: JOBSOURCE MIRA LOMA, INC., A CALIFORNIA 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									
09-11-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	93.50	0.00	1.00	93.50

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00429 Salgado v Jobsource
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Maria Salgado 14000-00429 Salgado v Jobsource Bosco Inv 4841525 Serve: JOBSOURCE HOLDINGS, INC. A CALIFORNIA 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									
09-30-2020	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	24.00	1.44
16 copies @ \$0.06 for POS to court									
8 copies @ \$0.06 for POS to Court									
09-30-2020	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	1.30	0.00	1.00	1.30
Postage for the month of September 2020									
01-12-2021	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	94.00	0.00	1.00	94.00
CourtCall ID #11037432 for Case Management Conference on 1-8-21									
02-17-2021	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	9.52	0.00	1.00	9.52
Budget Conferencing Inv 30269712 for 1/13/21 conf call									
02-26-2021	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	8.00	0.48
8 copies @ \$0.06 for Notice of Name Change									
02-26-2021	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	0.51	0.00	1.00	0.51
Postage for the month of February 2021									
05-12-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	94.00	0.00	1.00	94.00
CourtCall ID #11205986 for 5-10-21 CMC									
05-18-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	94.18	0.00	1.00	94.18
Regina Vega Inv #000227 for 5-10-21 Case Management Conference transcript									
06-19-2021	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	16.00	0.00	1.00	16.00
Budget Conferencing Inv #30656812 for 5/20/21 conference call									
10-12-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	11.00	0.00	1.00	11.00
San Bernardino Superior Court to pull docs -- Ref No. PMT602153									

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00429 Salgado v Jobsource
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Maria Salgado 14000-00429 Salgado v Jobsource									
11-22-2021	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	39.45	0.00	1.00	39.45
Bosco Inv 6355587									
File and Conform:									
Stipulation and Protective Order; Order									
Court: San Bernardino County Superior Court - Central District									
12-20-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	94.00	0.00	1.00	94.00
CourtCall ID #11411882 for 12-16-21 Case management conference									
04-25-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	84.95	0.00	1.00	84.95
Bosco Inv#6978947 File and conform. -Opposition to Motion *deliver courtesy copy to Dept. S26* Court: San Bernardino County Superior Court - Central District Completed on: 04/20/2022									
05-04-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	94.00	0.00	1.00	94.00
Courtcall ID#11509527 for 5-3-22 Motion									
07-11-2022	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	8,325.00	0.00	1.00	8,325.00
Signature Resolution Inv#35122 for 12-12-22 mediation w Hon. Daniel Buckley									
08-01-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	8.00	0.48
8 copies @ .06 for Ntc of Change of Address									
08-01-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	0.57	0.00	1.00	0.57
12-15-2022	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,700.00	0.00	1.00	1,700.00
Berger Consulting Group, Invoice #7248									
01-09-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	30.69	0.00	1.00	30.69
Receipt for TurboCourt - file Stipulation and Order to continue 1/12/23 CMC									
01-11-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,300.00	0.00	1.00	1,300.00
Berger Consulting Group Inv #7327									
03-04-2023	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	6,000.00	0.00	1.00	6,000.00
Signature Resolution Inv #73137 for Judge Buckley's additional mediation time									
03-08-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,050.00	0.00	1.00	1,050.00

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
 Group By Staff Member Group
 Client - Project = 14000-00429 Salgado v Jobsource (Active Only)
 Activity Code = All
 Expense Code = All
 View = Original
 Approval Status = All
 Selected Expenses = All
 From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Maria Salgado 14000-00429 Salgado v Jobsource Berger Consulting Group Inv #8379									
03-15-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11671402 for 3/14/23 CMC									
05-15-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	196.20	0.00	1.00	196.20
Bosco Inv #8864366 File and conform. -Motion -Declaration x3 -Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 5/12/2023									
06-07-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11704592 for 6/6/23 MPA									
06-08-2023	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	3.00	0.00	1.00	3.00
Fees for San Bernardino Superior Court for copy of signed PA order									
08-30-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated cost to file MFA and supporting document via Bosco									
09-25-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated cost for Courtcall for MFA									
Project Total									21,854.90
Client Total									21,854.90
Grand Total									21,854.90

EXHIBIT “C”