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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JEREMY R. RODRIGUEZ and VAQAR
HUSSAIN, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

KELLES TRANSPORT SERVICE LLC
dba SOAR TRANSPORTATION
GROUP; a Utah Limited Liability
Company, and DOES 1 through 50,
inclusive,

Defendant.

Case No. **CIVDS2015275**

**DECLARATION OF KYLE NORDREHAUG IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

[Filed and served concurrently with Notice of Motion
and Motion for Final Approval of Class Action
Settlement]

Date: June 30, 2023

Time: 8:30 a.m.

Dept: 29

Judge: Hon. Janet M. Frangie

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS'**

2 **MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**

3 I, Kyle Nordrehaug, declare:

4 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
5 ("BNBD"), counsel for Plaintiff Vaqar Hussain. As such, I am fully familiar with the facts, pleadings
6 and history of this matter. The following facts are within my own personal knowledge, and if called as
7 a witness, I could testify competently to the matters stated herein.

8 2. This declaration is being submitted in support of the Motion for Final Approval of
9 Class Settlement by Plaintiffs Jeremy Rodriguez and Vaqar Hussain ("Plaintiffs"). The settlement
10 reached between Plaintiffs, individually and on behalf of all members of the Class, on the one hand,
11 and Defendant Kelle's Transport Service, LLC (Erroneously Sued And Served As "Kelles Transport
12 Service LLC dba SOAR Transportation Group"; "Defendants" or "Kelles"), on the other hand, is set
13 forth in the Settlement Agreement and Release of Class Action ("Settlement Agreement"), a true and
14 correct copy of which is attached hereto as Exhibit #1.

15
16 Experience of BNBD

17 3. Over the course of the litigation, my firm has worked actively on this matter. The firm
18 credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as
19 Exhibit #1. Some of the major cases our firm has undertaken are also set forth therein. BNBD has
20 represented hundreds of thousands of employees in hundreds of legal matters, including PAGA
21 lawsuits and hundreds of employment class actions. BNBD's practice is devoted almost entirely to the
22 prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have
23 been appointed lead counsel in hundreds of contested motions for class certification including many
24 consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases
25 involving labor code violations and overtime claims. BNBD has litigated similar overtime cases
26 against other employers on behalf of employees, including cases against Cigna, Health Net, Securitas,
27 Okta, See's Candies, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal Protection,
28 Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry Health Care, Qualxserv,

1 Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State Automobile Association.
2 My firm has been approved as class counsel by state and federal courts in California in contested class
3 certification motions, including approvals in this Court. It is this level of experience which enabled
4 the firm to undertake the instant matter and to successfully combat the resources of the defendants and
5 their capable and experienced counsel. On account of the concerted and dedicated effort this case
6 demanded in order to properly handle and prosecute, BNBD was precluded from taking other cases,
7 and in fact, had to turn away other potential fee generating cases.

8 4. Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the
9 briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*,
10 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
11 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
12 the Ninth Circuit of the importance of the substantive rights of the State of California under the
13 California Private Attorney General Act of 2004 ("PAGA"). BNBD took the lead on this case where
14 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. BNBD also has recently
15 engaged in noted appellate work on the subject of class actions in the California Court of Appeals
16 resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
17 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-
18 related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal.
19 App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
20 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I
21 received an award from the Daily Journal as Top Labor & Employment Attorney in 2016.

22 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of
23 armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified
24 counsel with extensive experience in class action litigation." *McPhail v. First Command Fin.*
25 *Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
26 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP and was appointed
27 lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*,
28 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No.

1 EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
2 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10,
3 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr.
4 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist.
5 LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV
6 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and
7 hour class actions where class certification was obtained and BNBD was appointed lead class counsel
8 include *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957
9 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court
10 Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernardino Superior Court, Case
11 No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV
12 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-
13 498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-
14 2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-
15 CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-
16 00231219 (Nov. 23, 2009).

17
18 Background:

19 6. On July 16, 2020, Plaintiff Rodriguez filed a Class Complaint entitled *Jeremy R.*
20 *Rodriguez, et. al. vs. Kelles Transport Service, LLC, dba Soar Transportation Group; a Utah Limited*
21 *Liability Company, and Does 1 through 50, inclusive*, (San Bernardino County Case No.
22 CIVDS2015275) on behalf of Defendant's non-exempt employees in California seeking civil penalties
23 for Defendant's alleged failure to: (1) pay wages, (2) provide meal periods, (3) authorize and permit
24 rest periods, (4) timely pay wages, and (5) provide accurate itemized wage statements; (6) Failure to
25 indemnify necessary business expenditures; and (7) unfair competition. On or about September 21,
26 2020 Plaintiff Rodriguez filed a separate PAGA Action in this Court entitled- *Jeremy R. Rodriguez, et.*
27 *al. vs. Kelles Transport Service, LLC, dba Soar Transportation Group; a Utah Limited Liability*
28 *Company, and Does 1 thorough 50, inclusive*, (San Bernardino County Case No. CIVDS2020632).

1 7. Plaintiff Hussain filed a class action complaint initiating the action *Hussain v. Kelle's*
2 *Transport Service, LLC* (San Diego County Case No. 37-2020-00043802-CU-OE-CTL) ("*Hussain*
3 *Action*") on December 1, 2020. On or about October 18, 2021, Plaintiff Rodriguez and Hussain
4 consolidated all three actions and filed a second amended class action complaint consolidating the
5 separate cases into the Rodriguez case CIVDS2015275.

6 8. Plaintiff's Counsel conducted a thorough investigation into the factual and legal issues
7 implicated by Plaintiffs' claims and were able to objectively assess the settlement's reasonableness.
8 For example, prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual
9 bases for pursuing their actions against Defendant for Labor Code violations. Plaintiff was intimately
10 familiar with Defendant's labor policies and practices, and over the course of multiple interviews,
11 knowledgeably summarized those policies and practices to Plaintiff's Counsel. During those
12 conversations, Plaintiff's Counsel explained how the policies and practices were instituted and
13 provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on these
14 interviews with Plaintiff, Plaintiff's Counsel determined that there were legally sufficient grounds for
15 pursuing the Actions against Defendant. And in preparation for drafting the complaints, Plaintiff's
16 Counsel conducted their own independent preliminary investigations into the factual bases for
17 Plaintiff's claims, which entailed, *inter alia*, a careful examination of Plaintiffs' personnel files and
18 associated records. Plaintiff's Counsel received a considerable amount of documents and data,
19 including employee demographic data, Defendant's policies and procedures manuals which covered a
20 broad range of topics including, *inter alia*, employee clock-in policies and procedures, attendance
21 policies, meal periods/rest periods, overtime & premium pay, etc. and sampled time and pay records
22 for approximately 20% of the Class Members. The document and data exchanges allowed Plaintiff's
23 Counsel to fully assess the nature and magnitude of the claims being settled, as well as the
24 impediments to recovery, and ultimately enabled Plaintiff's Counsel so as to make an independent
25 assessment of the reasonableness of the settlement's terms.

26 9. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at
27 issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and class
28 representatives through interviews, background investigations, and analyses of their employment files

1 and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching
2 similar wage and hour class actions as to the claims brought, the nature of the positions, and the type
3 of employer; (4) analyzing employees' time and wage records; (5) reviewing Defendant's
4 employment policies and practices; (6) researching settlements in similar cases; (7) evaluating
5 Plaintiffs' claims and estimating Defendant's liability for purposes of settlement; (8) drafting the
6 mediation brief; and (9) participating in the mediation. The Class Representatives have vigorously
7 prosecuted this case, and Defendant has vigorously contested it. The Parties engaged in sufficient
8 investigation and informal discovery to assess the relative merits of the claims of the Class and of
9 Defendant's defenses to them. Defendant has denied all of Plaintiffs' allegations in their entirety and
10 any liability or wrongdoing of any kind.

11
12 The Settlement Is Fair, Reasonable and Adequate:

13 10. As a result of the mediation, the parties agreed to settle this matter for a Gross
14 Settlement Amount of \$91,000.00 (Nordrehaug Decl., Ex. 1-Settlement Agreement at ¶ 5.1). Based on
15 their own respective independent investigations and evaluations, and after taking into account the
16 sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution
17 of the case, and the monetary benefits received under the Settlement despite the questionable nature of
18 the claims, Plaintiffs' counsel is of the opinion that Settlement for the consideration and on the terms
19 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of the
20 Class Members.

21 11. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
22 involved both in not prevailing on one or more of the causes of action or theories alleged in the
23 operative Complaint and in non-certification, and if successful, Defendant disputes the ability of
24 Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written
25 policies that were provided to the class members. Yet, despite the defenses proffered by
26 Defendant, the proposed Settlement commits Defendant to pay each Class Member a portion of
27 the NSA. The amount to be paid to the Class is fair, adequate and reasonable given the
28 significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on

1 their claims at class certification or at trial or not being paid anything even if trial was successful.

2 12. The predominant claims in this action arise from alleged violations of California
3 law with respect to Defendant's failure to provide meal periods and permit and authorize rest
4 periods and failing to pay all wages earned. Plaintiff alleges that these practices resulted directly
5 from the implementation and enforcement of Defendant's own policies and practices.

6 13. The evidence revealed Drivers are compensated on a piece-rate based on miles
7 driven. They earn 29 cents per mile as wages plus an additional 15 cents per mile as a non-
8 taxable per diem. In addition, drivers are compensated \$16.30/hour for all non-productive time
9 including meal break times and rest period times. A review of the sampled records revealed an
10 approximate 20% meal period and rest period violation for either short, late or unprovided meal
11 periods and rest break violations. Defendant argued that the employees were instructed and
12 authorized to take meal periods and rest breaks timely, that employees were not permitted to
13 perform any work during the meal periods and that employees were instructed to let Defendant
14 know if employees did not take a meal period. Plaintiffs also argued Defendant failed to pay for
15 all hours worked for non driving time due to its piece rate pay per mile system. However,
16 Defendant's payments for non productive time countered these positions. The unreimbursed
17 expense claims for use of cell phones for business related purposes provided little to no value as
18 the evidence presented by Defendant demonstrated that they provided an on board
19 communication device for drivers to communicate with dispatch and that the use of cell phones
20 by drivers was not necessary and not required by Defendant.

21 14. Plaintiff assessed approximately 25 minutes of uncompensated time per
22 workweek due to pre trip and post trip inspections as well as sleeper berth time. Plaintiff also
23 assessed one meal and one rest break violation per workweek. Defendant argued that any time
24 unpaid due to pre trip and post trip inspections, or sleeper berth time was unsupported by case
25 law and that they paid \$16.30 for non driving non productive time. Plaintiff alleges Defendant's
26 practices resulted in non-deminimis time in favor of the employer. In *Troester v. Starbucks*,
27 (2018) S234969, the California Supreme Court recently held that the deminimis doctrine adopted
28 under the federal Fair Labor Standards Act (FLSA) does not apply to California employers. The

1 Court held that the relevant wage order and statutes do not permit application of the de minimis
2 rule on the facts given to us by the Ninth Circuit. Thus, Plaintiff argued Defendant were liable
3 for unpaid time however small.

4 15. Defendant's time keeping records, payroll records, and review other relevant data
5 points, were analyzed to come up with a damage model to determine Defendant's exposure.

6 16. The Labor Code section 203 claim was uncertain given the defenses asserted for
7 the underlying meal and rest break claims and as a lack of evidence of the "willfulness" prong
8 necessary for a Labor Code §203 claim. Further, at the time of mediation, California's Second
9 District Court of Appeals in *Gustavo Naranjo, et al. v. Spectrum Security Services, Inc.* held that
10 unpaid premium wages for meal break violations do not entitle employees to additional remedies under
11 the California Labor Code for inaccurate wage statements or waiting time penalties. Class Counsel
12 recognized these risks of an adverse finding on certification as to these claims.

13 17. Class certification was somewhat uncertain given the numerous hurdles necessary
14 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.
15 Plaintiffs also considered Defendant's arguments that subsequent decisions citing and relying on
16 the U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it
17 more difficult to certify a class in this case based upon the need to demonstrate that common
18 issues are superior and could be dealt with in "one stroke" and that the "trial by formula" (*Duran*
19 *v. U.S. Bank* (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due
20 process grounds. However, Plaintiffs disagreed that the subsequent decisions citing *Walmart*,
21 applied to the facts in this case. Additionally, Plaintiffs believe the cases denying certification
22 are distinguishable and that the facts in this case are more akin to the facts in cases where
23 certification had been granted, Class Counsel recognize the risk of an adverse finding on
24 certification and considered and weighed this risk in determining to settle and compromise these
25 claims. Lastly, Plaintiffs believe the decisions in *Sav-On Drug Stores, Inc. v. Sup. Ct.*, (2004) 34
26 Cal. 4th 319, 340 and *Bell v Farmers Ins. Exchange*, (2004) 115 Cal. App. 4th 715 provide the
27 applicable framework for class certification trial by formula plans. See also *Duran v. Superior*
28 *Court*, 2014 Cal. LEXIS 5569 (Cal. Aug. 13, 2014).

1 18. Further, beyond the risk of an adverse ruling on the merits or certification, Class
2 Counsel considered the fact that continued litigation would likely take years and would be
3 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
4 appellate proceedings are likely to occur, which will surely drag the case far into the future even
5 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
6 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such
7 costly litigation in favor of more immediate benefits to the Class was a consideration favoring
8 settlement. Given these realities, it is highly likely that the future expense of this litigation, and
9 its likely duration if the settlement is not approved, would be significant and weigh heavily in
10 favor of approval of this settlement.

11 19. The GSA is well within the acceptable range of reasonableness for the claims of
12 the Settlement Class Members. After analysis and review of Defendant's time and pay record
13 production and other payroll data, Class counsel estimates the overall value of the claims at
14 approximately **\$865,892** should Plaintiff prevail at the class certification stage and at trial and
15 survive any appeals and win on all claims and be awarded maximum damages. This amount was
16 reduced by a reasonable 50% to **\$432,946** to account for the risks of continued litigation and not
17 prevailing on one or more claims and the Court not awarding penalties based upon Defendant's
18 good faith arguments.

19 20. There are an estimated 5,788 workweeks during the class period, and
20 approximately 2,800 pay periods during the PAGA Period. The value of the failure to pay wages
21 was valued at approximately **\$39,303** calculated as follows: 5,788 workweeks x .4166 hours (25
22 minutes) owed per workweek shift x \$16.30. Defendant owes class members in meal period
23 premium wages **\$94,344 for missed meal periods** (\$16.30 avg. regular rate x 5,788 workweeks).
24 Defendant owes class members in premium wages **\$94,344 for missed rest breaks** (\$16.30 avg.
25 regular rate x 5,788 workweeks). Defendant owes to class members **\$280,000 in wage statement**
26 **violations which was reduced for risks** . Defendant owes to class members **\$215,160 in**
27 **waiting time penalties** (55 terminated employees x 8 hours per day x 30 days x **\$16.30** avg.
28 hourly rate). Defendant owes to class members **\$142,300 in PAGA penalties** (2,846 pay periods

1 x \$50). The reimbursement claim was analyzed and provided little to no value as the employees
2 were not systematically required to use their vehicle for work purposes.

3 21. As a result, the GSA of \$91,000 represents a reasonable recovery and
4 approximately 21% of the overall potential value. This recovery could easily be much higher if at
5 trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not
6 be proven for certain individuals. The proposed GSA is within the “ballpark of reasonableness”
7 and should be approved. Counsel for Plaintiffs believe that this is a fair and reasonable
8 Settlement in light of the complexities of the case, the state of the law and uncertainties of class
9 certification and litigation, the policies and practices Defendant has had in place or implemented
10 during the purported liability period, and the benefit to be recovered for the Class. Given the
11 risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the best
12 interests of the Settlement Class, and should be preliminarily approved.

13
14 Attorneys’ Fees and Costs:

15 22. Class Counsel applies for an award of attorneys’ fees in the sum of \$30,333.33 of the
16 Gross Settlement Amount, and litigation costs of \$15,000. The requested fee falls in the mid-range of
17 percentage class fee awards, which generally range from 20% to 50% of a common fund, and it
18 constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming
19 litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result
20 achieved for the benefit of the Class. Numerous courts in California routinely approve fee requests
21 equal to or greater than one-third of the common fund. Plaintiffs’ counsel have prosecuted a joint
22 prosecution agreement and agreed to split the requested fees on a 60/40 basis. In short, Class
23 Counsels’ fee request of \$30,333.33 (one-third of the common fund) is in line with awards in similar
24 cases in California and demonstrates that Class Counsels’ fee request is consistent with market rates
25 and is reasonable.

26 23. There is a substantial difference between the risk assumed by attorneys being paid by
27 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
28 to the bank with his fee. The attorney working on a contingent basis can only log hours while working

1 without pay towards a result that will hopefully entitle him to a market place contingent fee taking into
2 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
3 nothing. In this case, the representation by my firm and the nature of the fee was wholly contingent.
4 BNBD subjected themselves to this contingent fee market risk in this all or nothing contingent fee case
5 wherein the necessity and financial burden of private enforcement makes the requested award
6 appropriate. This case was litigated on a contingent basis over a year, with all of the risk factors
7 inherent in such an uncertain undertaking. At the time this case was brought, the result was far from
8 certain. Defendant's practices at issue here had been in place for years. Defendant's numerous
9 defenses to the merits of the case and to class certification created difficulties with proof and complex
10 legal issues for Class Counsel to overcome. Indeed, I am aware of other similar cases where the court
11 dismissed the class allegations or denied class certification. Under such contingent circumstances,
12 courts have held that a risk multiplier must be applied to the fee award.

13 24. From January 17, 2020 to June 6, 2023, my firm has worked more than 72 hours
14 prosecuting these class claims with the attorneys' hourly fee rates for attorneys ranging from \$475 to
15 \$795, which resulted in lodestar for BNBD relating to the class claims for this period in the amount of
16 \$38,402. In addition, there will be additional work performed to complete the settlement process.
17 Attached hereto as Exhibits #3 and 4 are true and correct copies of the BNBD billing statement for this
18 matter which sets forth the specific tasks, time and attorney for the work performed on this matter.¹

19 25. The rates charged by my firm are in line with the prevailing rates of attorneys in the
20 local legal community for similar work and, if this were a commercial matter, these are the charges
21 that would be made and presented to the client. These hourly rates have been approved by Court's
22 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
23 2018, District Judge Andre Birotte Jr. explicitly found that BNBD's "rates generally appear reasonable
24 and 'in line with those prevailing in the [relevant] community'—the Central District of California".
25 Finally, the reasonableness of BNBD's hourly rates is further confirmed by comparing such rates with
26

27 ¹ The Blumenthal Firm switched billing systems in June 2022, so Exhibit #3 contains the lodestar
28 billing from January 2020 to June 2022, and Exhibit #4 contains the lodestar billing for June
2022 to June 6, 2023.

1 the rates of comparable counsel practicing complex and class litigation as detailed in the National Law
2 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
3 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners”
4 and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within
5 21 other firms practicing in the Southern District of California.) This survey is useful to show that
6 BNBD’s rates are in line with the comparable rates of the defense counsel that opposes these types of
7 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
8 prosecuted by BNBD. In another example, Sheppard Mullin Richter & Hampton, who is opposing
9 counsel in many cases prosecuted by BNBD, charges rates as high as \$875 for partners and \$535 for
10 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges
11 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by
12 BNBD for comparable work are less than these examples, and are therefore undoubtedly reasonable.

13 26. The reasonableness of the requested award is also established by reference to similar
14 awards in other wage and hour cases. The following are examples of similar recent fee awards. On
15 June 14, 2017, in *Smith v. Space Exploration* (Los Angeles Superior Court Case No. BC554258),
16 Judge Elihu Berle awarded a 1/3 fee award in a wage and hour class settlement. On December 4,
17 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919)
18 Judge Carolyn Kuhl awarded a one-third fee award in a wage and hour class settlement. On February
19 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge
20 Marie Weiner awarded a one-third fee award in a wage and hour class settlement. On July 30, 2019,
21 in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
22 Edward Weil awarded a one-third fee award in a wage and hour class settlement. On December 18,
23 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235)
24 Judge William Highberger awarded a one-third fee award in a wage and hour class settlement. On
25 January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No.
26 JCCP 4957), Judge William Claster awarded a one-third award in a wage and hour class settlement.
27 On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-
28 550847) Judge Ethan Schulman awarded a one-third award in a wage and hour class settlement. On

1 October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No.
2 18CV328679) Judge Brian Walsh awarded a one-third fee award in a wage and hour class settlement.
3 On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court
4 Case No. 34-2018-00245842) Judge Christopher Krueger awarded a one-third fee award in a wage and
5 hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles
6 County Superior Court Case No. BC564369) Judge Amy Hogue awarded a one-third award in a wage
7 and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court
8 Case No. BC709666), Judge Amy D. Hogue awarded a one-third fee award in a wage and hour class
9 settlement. On September 13, 2021, in *Smith v. California Protection and Investigation Services* (Los
10 Angeles Superior Court Case No. 19STCV14719), Judge Daniel Buckley awarded a one-third fee
11 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
12 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
13 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
14 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
15 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage*
16 *and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a
17 one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
18 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
19 one-third fee award in a wage and hour class action settlement. On May 23, 2022, in *Ettedgui v. WB*
20 *Studio Enterprises Inc.*, (United States District Court, Central District of California Case No. 2:20-cv-
21 08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award in a wage and hour class
22 action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior
23 Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and
24 hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento
25 Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee
26 award in a wage and hour class action settlement.

27 27. To date, BNBD has incurred litigation expenses of \$4,406.33. These litigation
28 expenses include the expenses incurred for filing fees, attorney service charges (Knox and One Legal),

1 Courtcall charges, and delivery charges, all of which are costs normally billed to and paid by the
2 client. These costs were reasonably incurred by BNBD in the prosecution of this matter and are set
3 forth in the BNBD billing records attached hereto as Exhibit #3 and #5.²

4
5 Enhancement Awards:

6 28. I respectfully request that for their service as the class representatives, Plaintiff should
7 be awarded the agreed Enhancement Awards of \$4,000 each, in accordance with the Settlement
8 Agreement for their time, risk and effort expended on behalf of the Class as the class representatives.
9 Defendant has agreed to this payment and there have been no objections to the requested service
10 award. The Declarations of Plaintiff Rodriguez and Hussein are attached hereto as Exhibits #6 and 7 in
11 support of this request. As the representatives of the Class, Plaintiffs performed their duty to the Class
12 admirably and without exception. Plaintiffs worked extensively with Class Counsel during the course
13 of the litigation, responding to numerous requests, searching for documents, working with counsel,
14 and reviewing the settlement documentation. As set forth in the Agreement, Plaintiffs are also
15 providing a comprehensive release as part of the Settlement, far beyond the class release. The
16 Declarations of Plaintiffs, attached hereto, detail the involvement, stress and risks they undertook as a
17 result of this Action. The Plaintiffs also assumed the serious risk that they might possibly be liable for
18 costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future
19 employers for having filed a class action on behalf of fellow former employees. Without the
20 Plaintiffs’ participation, cooperation and information, no other fellow employees would be receiving
21 any benefit. The payment of service awards to successful class representatives is appropriate and the
22 amount of \$4,000 is well below the currently awarded range for similar settlements. The requested
23 award is also reasonable by reference to the amounts that other California courts have found to be
24 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case
25 No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award);
26

27 ² The Blumenthal Firm switched billing systems in June 2022, so Exhibit #3 contains the expense
28 billing from January 2020 to June 2022, and Exhibit #5 contains the expense billing for June
2022 to June 6, 2023.

1 *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
2 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
3 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
4 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
5 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
6 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
7 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,
8 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
9 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
10 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
11 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
12 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
13 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
14 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award);
15 *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
16 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
17 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
18 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case
19 No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award);
20 *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar.
21 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
22 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
23 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
24 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
25 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
26 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County
27 Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No.
28 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award);

1 *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
2 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
3 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
4 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
5 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
6 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
7 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
8 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
9 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
10 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
11 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court
12 Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
13 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
14 2018) (awarding \$10,000 service award).

15
16 I declare under the penalty of perjury under the laws of the State of California that
17 the foregoing is true and correct.

18 Executed this 6th day of June, 2023, at San Diego, California.

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21 
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EXHIBIT #1

Aaron F. Olsen (SBN 224947)
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Attorneys for Plaintiffs Jeremy R. Rodriguez and Vaqar Hussain

Representation Continued On Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO - CIVIL DIVISION**

JEREMY R. RODRIGUEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

KELLES TRANSPORT SERVICE LLC dba
SOAR TRANSPORTATION GROUP; a
Utah Limited Liability Company, and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: CIVDS2015275
[Unlimited Jurisdiction]

*Assigned for all purposes to the Honorable
Thomas S. Garza, Department S27*

**SETTLEMENT AGREEMENT AND
RELEASE OF CLASS ACTION**

DATE: Date
TIME: Time
Complaint Filed: September 21, 2020
Trial Date: Not Set

Continuation Of Representation

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Attorneys for Plaintiffs Jeremy R. Rodriguez and Vaqar Hussain

This Settlement Agreement and Release of Class Action (“Settlement Agreement”) is made and entered into by: **(1)** Plaintiffs Jeremy R. Rodriguez and Vaqar Hussain (“Plaintiffs”), individually and in their representative capacity on behalf of the Settlement Class, as defined below, and as private attorney generals on behalf of the State of California; and **(2)** Defendant Kelle’s Transport Service, LLC (Erroneously Sued And Served As "Kelles Transport Service LLC dba SOAR Transportation Group") (“Defendant”). This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. ACTION

“Action” shall mean the following civil action: *Jeremy R. Rodriguez and Vaqar Hussain v Kelles Transport Service LLC dba SOAR Transportation Group, et al.*, case number CIVDS2015275, in the San Bernardino Superior Court.

1.2. ADMINISTRATIVE EXPENSES

“Administrative Expenses” shall include all costs and expenses associated with and paid to the third-party settlement administrator.

1.3. APPLICABLE WAGE ORDER

“Applicable Wage Order” shall mean the California Industrial Welfare Commission (“IWC”) Wage Order 9.

“Claims” shall mean the claims asserted in the Action.

“Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount attributable to attorney fees and litigation expenses. The Parties agree that the fee portion of the Class Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount (i.e., \$30,333.33), as approved by the Court, and the award of costs and expenses shall be in addition to the fee portion to the Class Attorney Fees and Expenses.

“Class Counsel” shall mean James R. Hawkins, Gregory Mauro, and Michael Calvo of JAMES HAWKINS APLC, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, and Nicholas J. De Blouw of BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP.

“Class Member” shall mean any person who is a prospective member of the Settlement Class, or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-in-interest. Defendant represents there are approximately 91 Class Members.

“Class Notice” shall mean the *Notice of Proposed Class Action Settlement and Hearing Date for Court Approval*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Share Form.

1.10. *“Class Participants” shall mean all Class Members who do not timely request exclusion from the Class Settlement.* **CLASS PERIOD**

“Class Period” shall mean the period from August 1, 2018, through the earlier of sixty days after full execution of this Settlement Agreement or the Preliminary Approval Date.

1 **1.11. CLASS REPRESENTATIVES**

2 “Class Representatives” shall mean Plaintiffs Jeremy R. Rodriguez and Vaqar Hussain.

3 **1.12. CLASS SETTLEMENT**

4 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement,
5 which is subject to Court approval.

6 **1.13. COMPLAINT**

7 “Complaint” shall mean the Second Amended Class Action Complaint, which Plaintiffs
8 filed on October 20, 2021.

9 **1.14. COURT**

10 “Court” shall mean the San Bernardino Superior Court.

11 **1.15. DEFENDANT**

12 “Defendant” shall mean Defendant Kelle’s Transport Service, LLC.

13 **1.16. DEFENSE COUNSEL**

14 “Defense Counsel” shall mean Aaron F. Olsen and Jason A. Fischbein of Fisher & Philips
15 LLP.

16 **1.17. EFFECTIVE DATE**

17 “Effective Date” shall be the date when all of the following events have occurred: **(a)** this
18 Settlement Agreement has been executed by all Parties and by Class Counsel and Defense
19 Counsel; **(b)** the Court has given preliminary approval to the Class Settlement; **(c)** notice has
20 been given to the Settlement Class providing them with an opportunity to request exclusion from
21 the Class Settlement; **(d)** the Court has held a Final Approval and Fairness Hearing and entered
22 a final order and judgment certifying the Settlement Class and approving this Settlement
23 Agreement; and **(e)** the later of the following events: **(i)** the expiration of the period for filing any
24 appeal, writ, or other appellate proceeding opposing the Class Settlement has elapsed without
25 any appeal, writ, or other appellate proceeding having been filed; **(ii)** the dismissal of any appeal,
26 writ, or other appellate proceeding opposing the Class Settlement with no right to pursue further
27 remedies or relief; or **(iii)** any appeal, writ, or the issuance of such other final appellate order
28

1 upholding the Court's final order with no right to pursue further remedies or relief. In this regard,
2 it is the intention of the Parties that the Class Settlement shall not become effective until the
3 Court's order approving the Class Settlement is completely final and there is no further recourse
4 by an appellant or objector who seeks to contest the Class Settlement. In the event no objections
5 are filed, the Effective Date shall be after steps (a) through (d) are completed (i.e., the date that
6 the court has entered a final order and judgment certifying the Settlement Class and approving
7 this Settlement Agreement).

8 **1.18. EMPLOYEE'S TAXES AND REQUIRED WITHHOLDING**

9 "Employee's Taxes and Required Withholding" shall mean the Employee's share of any
10 and all applicable federal, state, or local payroll taxes, including those collected under authority
11 of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA),
12 and/or the State Unemployment Tax Act (SUTA) on the portion of any Class Participant's
13 Individual Settlement Amount that constitutes wages. The Employee's Taxes and Required
14 Withholdings will be withheld from and paid out of the Net Settlement Amount.

15 **1.19. FINAL APPROVAL AND FAIRNESS HEARING**

16 "Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the
17 fairness, reasonableness, and adequacy of the Class Settlement.

18 **1.20. GROSS SETTLEMENT AMOUNT**

19 "Gross Settlement Amount" is the agreed upon non-reversionary settlement amount
20 totaling \$91,000.00. This is the maximum gross amount Defendant can be required to pay under
21 this Settlement Agreement, which includes, without limitation: 1) the Net Settlement Amount to
22 be paid to each Class Participant; 2) the Administrative Expenses; 3) the Class Attorney Fees
23 and Expenses; 4) the Enhancement Awards; and, 6) the PAGA Payment, as approved by the
24 Court. The Defendant's share of employer taxes shall be paid by Defendant separate and apart
25 from the settlement.
26
27
28

1 **1.21. HEARING ON PRELIMINARY APPROVAL**

2 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for
3 preliminary approval of the Class Settlement.

4 **1.22. ENHANCEMENT AWARDS**

5 “Enhancement Awards” shall mean any additional monetary payment provided to the
6 Class Representatives for their efforts and risks on behalf of the Settlement Class in this Action.

7 **1.23. INDIVIDUAL SETTLEMENT AMOUNT**

8 “Individual Settlement Amount” shall mean the amount which is ultimately distributed
9 to each Class Participant, less any Employee’s Taxes and Required Withholdings. The Individual
10 Settlement Amount does not include any portion of the PAGA Payment.

11 **1.24. NET SETTLEMENT AMOUNT**

12 “Net Settlement Amount” shall mean the Gross Settlement Amount minus: Class
13 Attorneys’ Fees and Expenses, the Enhancement Awards, Defendant’s portion of payroll taxes
14 on the wage portion of the Class Participant’s Individual Settlement Amounts, Administrative
15 Expenses, and the PAGA Payment.

16 **1.25. OPT OUT**

17 “Opt Out” shall refer to the process of submitting a timely and valid request for exclusion
18 from the Class Settlement in accordance with the terms of the Class Notice and no later than the
19 Response Deadline.

20 **1.26. OPT-OUTS**

21 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the
22 Class Settlement in accordance with the terms of the Class Notice and no later than the Response
23 Deadline.

24 **1.27. PAGA PAYMENT**

25 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is
26 a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is
27 \$9,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section
28

2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$6,750.00) to the LWDA and twenty-five percent (25%) (i.e., \$2,250.00) to the PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (l)(2).

1.28. PAGA PERIOD

“PAGA Period” shall mean the period from July 16, 2019, through the earlier of sixty days after full execution of this Settlement Agreement or the Preliminary Approval Date.

1.29. PAGA SETTLEMENT CLASS

“PAGA Settlement Class” shall mean all persons who are or have been employed by Defendants as Non-Exempt Employees or equivalent positions, however titled, in the state of California from the period beginning July 16, 2019, until the Preliminary Approval Date.

1.30. PARTIES

“Parties” shall mean Plaintiffs and Defendant.

1.31. PLAINTIFFS

“Plaintiffs” shall mean Plaintiffs Jeremy R. Rodriguez and Vaqar Hussain

1.32. PRELIMINARY APPROVAL DATE

“Preliminary Approval Date” shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.33. RELEASED CLAIMS

“Released Claims” shall mean those claims arising out of or related to the allegations set forth in the Complaint and/or PAGA notices to the LWDA or any other claims or allegations that could have been asserted in the Complaint and/or PAGA notices to the LWDA based on similar operative facts, conduct, and or omissions, which arose during the Class Period, including claims for: **(1)** failure to pay minimum and regular wages; **(2)** failure to provide compliant meal periods and pay proper missed meal period premiums; **(3)** failure to provide compliant rest periods and pay proper missed rest period premiums; **(4)** failure to pay all wages due upon separation of employment; **(5)** failure to provide accurate itemized wage statements; **(6)** failure to indemnify

1 all necessary business expenditures; **(7)** unlawful deductions from wages; **(8)** statutory penalties
2 pursuant to PAGA (Lab. Code, §§ 2698-2699.6); **(9)** violations of the Unfair Competition Law;
3 and **(10)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

4 No other claims are released other than those claims specifically plead in the Complaint
5 or those claims that could have been asserted in the Complaint based on the facts alleged, or
6 otherwise specifically identified herein. This Settlement Agreement will not release any person,
7 party, or entity from claims, if any, by Class Members for workers compensation, unemployment,
8 or disability benefits of any nature. Nor does it release any claims, actions, or causes of action
9 which may be possessed by Class Members under state or federal discrimination statutes,
10 including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§
11 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title
12 VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities
13 Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29
14 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

15 **1.34. RELEASED PARTIES**

16 “Released Parties” shall mean Defendant and each of its subsidiaries, affiliates, investors,
17 partners, owners, related organizations, including, but not limited to, predecessors or successors,
18 and all agents, employees, officers, directors, members, managers, holding companies, insurers,
19 and attorneys thereof.

20 **1.35. RELEASING PARTIES**

21 “Releasing Parties” shall mean every Class Participant, including the entirety of the
22 PAGA Settlement Class, and all persons purporting to act on their behalf or purporting to assert
23 a claim under or through them, including, but not limited to, their dependents, heirs, assigns,
24 beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators,
25 guardians, personal representatives, and successors-in-interest, whether individual, class,
26 representative, legal, equitable, direct or indirect, or any other type or in any other capacity.
27
28

1 **1.36. RESPONSE DEADLINE**

2 “Response Deadline” shall mean the date sixty (60) days following the date on which the
3 Settlement Administrator first mails Class Notice to the Class Members and the last day on which
4 Class Members may submit a request for exclusion and/or objection to Class Settlement.

5 **1.37. SETTLEMENT ADMINISTRATOR**

6 “Settlement Administrator” shall mean ILYM Group, Inc. which the Parties have agreed
7 will be responsible for administration of the Class Settlement and related matters.

8 **1.38. SETTLEMENT CLASS**

9 “Settlement Class” shall mean all persons who are or have been employed by Defendants
10 as Non-Exempt Employees or equivalent positions, however titled, in the state of California from
11 the period beginning August 1, 2018, until the Preliminary Approval Date. Defendant represents,
12 and Plaintiffs have relied into entering this agreement, that are approximately 91 Settlement Class
13 Members.

14 **1.39. SHARE FORM**

15 “Share Form” shall mean the Share Form, as set forth in the form of **Exhibit 2** attached
16 hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along
17 with the Class Notice.

18 **2. FACTUAL AND PROCEDURAL BACKGROUND**

19 **2.1. PLAINTIFFS’ CLAIMS**

20 Plaintiffs, individually and in their representative capacities on behalf of the Settlement
21 Class, and as private attorneys general on behalf of the State of California, have alleged the
22 following violations: **(1)** failure to pay minimum and regular wages; **(2)** failure to provide
23 compliant meal periods and pay proper missed meal period premiums; **(3)** failure to provide
24 compliant rest periods and pay proper missed rest period premiums; **(4)** failure to pay all wages
25 due upon separation of employment; **(5)** failure to provide accurate itemized wage statements;
26 **(6)** failure to indemnify all necessary business expenditures; **(7)** unlawful deductions from
27 wages; **(8)** statutory penalties pursuant to PAGA (Lab. Code, §§ 2698-2699.6); **(9)** violations of
28

1 the Unfair Competition Law; and **(10)** all claims for liquidated damages, penalties, interest, fees,
2 costs based on the foregoing.

3 **2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

4 The Parties have conducted significant discovery during the prosecution of the Action.
5 This discovery, investigation, and prosecution has included, among other things, **(a)** inspection
6 and analysis of documents and other information produced by Plaintiffs and Defendant;
7 **(b)** analysis of employment data from a sample of Class Members; **(c)** an analysis of the legal
8 positions taken by Defendant and Plaintiffs; **(d)** investigation into the viability of class treatment
9 of the claims asserted in the Action; **(e)** analysis of potential class-wide damages, including
10 information sufficient to understand Defendant's potential defenses to Plaintiffs' claims;
11 **(f)** research of the applicable law with respect to the claims asserted in the Complaint and the
12 potential defenses thereto; **(g)** assembling and analyzing of data for calculating potential
13 damages; and **(h)** interviews of percipient witnesses, including numerous putative class members.

14 Class Counsel and the Class Representatives have vigorously prosecuted this case, and
15 Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and
16 discovery to assess the relative merits of the claims of the Class Representatives and of the
17 defenses to them. After such discovery, investigation, and prosecution, the Parties attended a full-
18 day mediation with an experienced employment law mediator, which culminated in a settlement
19 in principal, the terms of which are elaborated in this Settlement Agreement.

20 **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVES AND BENEFITS OF** 21 **CLASS SETTLEMENT**

22 The document and data exchange in this matter, as well as discussions between counsel,
23 have been adequate to give the Class Representatives and Class Counsel a sound understanding
24 of the merits of their positions and to evaluate the value of the claims of the Settlement Class.
25 The informal discovery conducted in this Action and the information exchanged by the Parties
26 through pre-mediation discussions are sufficient to reliably assess the merits of the Parties'
27 respective positions and to compromise the issues on a fair and equitable basis.
28

1 The Class Representatives and Class Counsel believe that the claims, causes of action,
2 allegations, and contentions asserted in the Action have merit. However, the Class
3 Representatives and Class Counsel recognize and acknowledge the expense and delay of
4 continued lengthy proceedings necessary to prosecute the Action against Defendant through trial
5 and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation,
6 the risk of continued litigation in complex actions such as this, as well as the difficulties and
7 delays inherent in such litigation, and the potential difficulty of obtaining certification of the
8 Settlement Class as well as trying the claims of the class. Class Counsel is mindful of the potential
9 problems of proof under, and possible defenses to, the claims alleged in the Action.

10 The Class Representatives and Class Counsel believe that the settlement set forth in this
11 Settlement Agreement confers substantial benefits upon Plaintiffs and the Settlement Class and
12 that an independent review of this Settlement Agreement by the Court in the approval process
13 will confirm this conclusion. Based on their own independent investigation and evaluation, Class
14 Counsel has determined that the settlement set forth in this Settlement Agreement is in the best
15 interests of Plaintiffs and the Class Members.

16 **2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY**

17 Defendant has denied and continues to deny all allegations, claims, and contentions
18 alleged by Plaintiffs in the Action. Defendant has expressly denied and continues to deny all
19 charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts,
20 or omissions alleged in the Action. Defendant contends that it complied with California and
21 federal wage and hour laws and has dealt legally and fairly with Plaintiffs and the Class Members.

22 Defendant further denies that, for any purpose other than settling this Action, these claims
23 are appropriate for class or representative treatment. Nonetheless, Defendant has concluded that
24 further proceedings in the Action would be protracted and expensive and that it is desirable that
25 the Action be fully and finally settled in the manner and upon the terms and conditions set forth
26 in this Settlement Agreement to dispose of burdensome and protracted litigation, to permit the
27 operation of Defendant's business without further expensive litigation and the distraction and
28 diversion of their personnel with respect to matters at issue in the Action. Defendant has also

1 taken into account the uncertainty and risks inherent in any litigation, especially in complex cases
2 such as the Action. Defendant has, therefore, determined that it is desirable and beneficial to it
3 that the Action be settled in the manner and upon the terms and conditions set forth in this
4 Settlement Agreement.

5 **2.5. INTENT OF THE CLASS SETTLEMENT**

6 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an
7 order approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the
8 Released Parties from liability for any and all of the Released Claims; and **(4)** discharge of
9 Defendant from liability for any and all claims arising out of the Action.

10 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

11 For the purposes of this Settlement Agreement and the Class Settlement of this Action
12 only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel
13 believes this conditional certification is appropriate because the Released Claims are being
14 compromised without need to establish the elements of those claims on which liability turns. The
15 certification of the Settlement Class shall not constitute, in this or any other proceeding, an
16 admission of any kind by Defendant, including without limitation, that certification of a class for
17 trial purposes is or would be warranted, appropriate or proper; or that Plaintiffs could establish
18 any of the requisite elements for class treatment of any of the claims in the Action.

19 In the event that the Settlement Agreement is not finally approved by the Court, a Final
20 Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise
21 rendered null and void as set forth herein, then certification of the Settlement Class shall be
22 automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute
23 evidence or a binding determination that the requirements for certification of a class for trial
24 purposes in this Action or in any other action which have been, are or can be, satisfied. In
25 addition, if the Agreement does not reach a Final Effective Date, Plaintiffs agree to take the steps
26 necessary to dismiss the class claims without prejudice so that the parties can be returned to the
27 same procedural posture that existed before the mediation. Further, if the Agreement does not
28 reach a Final Effective Date, Plaintiffs agree that Plaintiffs will not argue, claim, reference, or

1 otherwise raise any preliminary approval of the Settlement Class in connection with any later
2 proceeding before the Court.

3 **4. APPOINTMENT OF CLASS COUNSEL**

4 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties
5 agree to the appointment of Class Counsel as counsel for the Class and the effectuation of the
6 Class Settlement pursuant to this Settlement Agreement.

7 **5. CONSIDERATION**

8 **5.1. SETTLEMENT AMOUNT**

9 The Parties agree to settle this Action for the Gross Settlement Amount of \$91,000.00.
10 There shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in
11 full. The Gross Settlement Amount and other actions and forbearances taken by Defendant shall
12 constitute adequate consideration for the Class Settlement and will be made in full and final
13 settlement of: the Released Claims, the Class Attorney Fees and Expenses, Administrative
14 Expenses, the Enhancement Awards, the PAGA Payment (and any payments to individual PAGA
15 Class Members resulting from the PAGA Payment), and any other obligation of Defendant under
16 this Settlement Agreement.

17 After the Court issues an order preliminarily approving this Class Settlement, the
18 Settlement Administrator will distribute the Class Notice to the Class Members, which shall
19 describe the terms of the Class Settlement and procedures to Opt Out, object, or participate in the
20 Class Settlement as well as the Share Form, which shall identify the Class Member, the number
21 of workweeks worked by each Class Member ("Workweeks"), as well as the estimated amount
22 of the Individual Settlement Amount the Class Member can expect to receive once the Class
23 Settlement becomes effective on the Effective Date. Class Members shall be given the
24 opportunity to challenge their Workweeks information.

25 **5.2. ENHANCEMENT AWARDS FOR PLAINTIFFS**

26 Plaintiffs may petition the Court to approve Enhancement Awards in an amount up to
27 \$5,000.00 each for Jeremy R. Rodriguez and Vaqar Hussain to acknowledge their efforts on
28 behalf of the Settlement Class in this Action, including assisting in the investigation and

1 consulting with Class Counsel and providing crucial documents to Class Counsel. Defendant
2 shall not oppose any request by Plaintiffs for Enhancement Awards in such an amount. Any
3 Enhancement Awards approved by the Court shall be paid to Plaintiffs from the Gross Settlement
4 Amount and shall be in addition to any distribution to which they may otherwise be entitled as a
5 Class Participant. Any Enhancement Awards approved by the Court shall not be considered
6 wages, and the Settlement Administrator shall issue to Plaintiffs an IRS Form 1099 reflecting
7 such payment. Plaintiffs shall be responsible for the payment of all taxes with respect to any
8 Enhancement Awards approved by the Court and shall hold Defendant harmless from all liability
9 with regard thereto.

10 **5.3. PAYMENT TO CLASS PARTICIPANTS**

11 Each Class Participant shall be eligible to receive payment of the Individual Settlement
12 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks
13 worked by the Class Members during the Class Period as a proportion of all weeks worked by
14 all Class Members. Each Class Participant, including Plaintiffs, shall be responsible for the
15 payment of the Employee's Taxes and Required Withholding with respect to his or her Individual
16 Settlement Amount and shall hold Defendant harmless from any and all liability with regard
17 thereto.

18 **5.4. PAYMENT TO PAGA SETTLEMENT CLASS**

19 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the
20 PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the
21 Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in
22 the Action, which is \$9,000.00. The PAGA Payment must be approved by the Court pursuant to
23 Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e.,
24 \$6,750.00) to the LWDA and twenty-five percent (25%) (i.e., \$2,250.00) to the PAGA
25 Settlement Class. The portion of the PAGA Payment allocated to the PAGA Settlement Class
26 shall be distributed to the PAGA Settlement Class based on the pro rata number of pay periods
27 worked by each particular PAGA Settlement Class member during the PAGA Period as a
28 proportion of all pay periods worked by all members of the PAGA Settlement Class.

5.5. TAX TREATMENT AND PAYMENT

For the purpose of calculating Employee's Taxes and Required Withholding for the Individual Settlement Amounts for Class Participants (including any payments to the Class Representatives but exclusive of their Enhancement Awards), the Parties agree that one-third of each Individual Settlement Amount shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and two-thirds of each Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants' anticipated Individual Settlement Amounts and Defendant's portion of payroll withholding taxes and pay those amounts from the Gross Settlement Sum. The Settlement Administrator will submit Defendant's portion of payroll withholding tax and forward those amounts along with each person's Individual Settlement Amount withholdings to the appropriate taxing authorities. The Parties understand that Plaintiffs and the Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other individual tax obligations.

With respect to the PAGA Payment and any payments made to individual members of the PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made to them.

5.6. CLASS ATTORNEY FEES AND EXPENSES

As part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross Settlement Amount (i.e., \$30,333.33), and the award of costs and expenses shall be in addition to the fee portion of the Class Attorney Fees and Expenses. Defendant agrees to not object to any such fee, cost, or expense application in those amounts.

As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; **(c)** all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and **(d)** may be based on the "catalyst theory" and/or the "common fund doctrine."

6. SETTLEMENT ADMINISTRATION

6.1. COSTS AND EXPENSES

All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the PAGA Settlement Class, and calculating, administering and distributing Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount.

6.2. PAYMENT BY DEFENDANT

Defendant shall deposit the Gross Settlement Amount in a lump sum payment to the Settlement Administrator within fifteen business (15) days of the Effective Date. In no event

1 shall Defendant be obligated to pay or deposit with the Settlement Administrator more than
2 \$91,000.00.

3 **7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION**
4 **PROCESS**

5 **7.1. THE SETTLEMENT ADMINISTRATOR**

6 The Settlement Administrator will be responsible for: mailing the Class Notice and Share
7 Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of final
8 order and judgment certifying the Class Settlement and approving this Settlement Agreement;
9 handling inquiries from Class Members concerning the Class Notice; determining Individual
10 Settlement Amounts; determining individual payments to members of the PAGA Settlement
11 Class; maintaining the settlement funds in an appropriate interest-bearing account; preparing,
12 administrating, and distributing Individual Settlement Amounts to Class Participants; preparing,
13 administrating, and distributing individual payments to members of the PAGA Settlement Class;
14 distributing the portion of the PAGA Payment payable to the LWDA; issuing a final report and
15 performing such other duties as the Parties may direct. Additionally, the Settlement
16 Administrator will handle all tax document preparation and reporting, including state and federal
17 tax forms, if any.

18 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel
19 and Defense Counsel with summary information updating them as to the number of validated
20 and timely objections and Opt Out requests. The Settlement Administrator will serve on Class
21 Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt Out requests
22 and objections no later than seven (7) days after their receipt. The Settlement Administrator will
23 provide Class Counsel with proof of mailing of the Class Notice, without listing individual Class
24 Member names which the Settlement Administrator will file with the Court at the time Class
25 Counsel files its motion in support of the Court's Final Approval and Fairness Hearing.

26 No later than seven (7) days prior to the Final Approval and Fairness Hearing, the
27 Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report
28 with summary information regarding: **(a)** the total amount of final Individual Settlement

1 Amounts of each Class Participant, without any identifying personal information; **(b)** the number
2 of Class Participants to receive such payments, and **(c)** the final number of Opt-Outs and
3 objections.

4 Prior to the calculation and distribution of the Individual Settlement Amounts, the
5 Settlement Administrator shall calculate the total Administrative Expenses through the
6 conclusion of their services and such actual amount will be deducted from the Gross Settlement
7 Amount prior to the final calculation of the Individual Settlement Amounts.

8 **7.2. NOTICE TO CLASS MEMBERS**

9 Notice shall be provided to Class Members in the following manner: Within fourteen (14)
10 calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement
11 Administrator with an updated list of Class Members and members of the PAGA Settlement
12 Class containing names, social security numbers, dates of employment, and last-known addresses
13 (the "Database"). The Database shall be marked "Confidential – Settlement Administrator's
14 Eyes Only." Class Counsel shall not receive a copy of this list.

15 Within twenty-eight (28) calendar days following the Preliminary Approval Date, the
16 Settlement Administrator shall determine the number of workweeks worked by each Class
17 Member, populate the data for each Class Member accordingly, and send each Class Member the
18 Class Notice via first-class, United States mail. The Class Notice shall also contain an easily-
19 understood statement alerting the Class Members that, unless they elect to Opt Out of the Class
20 Settlement, the Class Member is releasing and waiving all Released Claims against the Released
21 Parties.

22 The Class Notice will inform Class Members of their estimated share of the settlement
23 and the number of workweeks they worked during the Class Period. Class Members may dispute
24 their workweeks if they believe they worked more weeks in the Class Period than Defendant's
25 records show by submitting information to the Settlement Administrator no later than sixty (60)
26 calendar days after being mailed the Class Notice and Share Form by the Settlement
27 Administrator, which is the defined Response Deadline. The Settlement Administrator will
28 jointly work with Plaintiffs and Defendant to resolve the dispute in good faith. If Plaintiffs and

1 Defendant cannot agree over the workweeks to be credited, the Settlement Administrator shall
2 make the final decision based on the information presented by the Class Member and Defendant.

3 7.3. OPT-OUT PROCEDURE

4 Class Members who do not timely Opt Out of the Class Settlement will be deemed to
5 participate in the Class Settlement and shall become Class Participants without having to submit
6 a claim form or take any other action. To Opt Out of the Class Settlement, the Class Member
7 must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The
8 Opt Out request must state the Class Member's name, address, telephone number, and signature.
9 The Opt Out request should state something to the effect of:

10 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
11 *RODRIGUEZ V. KELLES TRANSPORT SERVICE, LLC* LAWSUIT. I
12 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
13 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
14 CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE
15 RELEASING ANY CLAIMS I MIGHT HAVE."

16 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. In
17 the event that, prior to the Response Deadline, any Class Notice mailed to a Class Member is
18 returned as having been undelivered by the United States Postal Service, the Settlement
19 Administrator shall perform a skip trace search and seek an address correction for such Class
20 Members, and a second Class Notice will be sent to any new or different address obtained.

21 It will be presumed that, if an envelope containing the Class Notice has not been returned
22 within twenty-eight (28) calendar days of the mailing, the Class Member received the Class
23 Notice. At least seven (7) calendar days prior to the Final Approval and Fairness Hearing, the
24 Settlement Administrator shall provide Class Counsel and Defense Counsel with a Declaration
25 of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its
26 attempts to locate Class Members. The declaration shall specify the number of Class Members
27 to whom the Class Notice was sent and the number of Class Members to whom the Class Notice
28

1 was not delivered, as well as information relating to the number of Opt-Outs and objectors. Class
2 Counsel shall file this declaration with the Court.

3 If the Settlement Administrator determines that an Opt Out request returned by a Class
4 Member before the Response Deadline is deficient, then the Settlement Administrator shall mail
5 a deficiency letter to that Class Member identifying the problem. If a Class Member submits both
6 a dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts
7 to clarify as if the Opt Out request were deficient. If the Class Member fails to cure the deficiency,
8 the Opt Out request shall be disregarded, and the claim will be paid, and the Class Member will
9 become bound by the judgment.

10 A request to Opt Out of the Class Settlement shall not serve to exclude the Class Member
11 from participation in the PAGA Settlement Class. Class Members who are also members of the
12 PAGA Settlement Class shall have no right or ability to opt out of the portion of this Settlement
13 Agreement releasing PAGA claims.

14 Class Participants will be bound by the Release of Released Claims set forth in the
15 definition of “Released Claims” provided in this Settlement Agreement.

16 **7.4. OBJECTION PROCEDURE**

17 The Class Notice shall inform the Class Members of their right to object to the Class
18 Settlement. Any Class Member who wishes to object to the Class Settlement must submit a
19 written objection to the Settlement Administrator no later than the Response Deadline and must
20 file with the Court, and serve on all Parties a written statement of objection. Only Class
21 Participants may object to the Settlement. The objection must include the case name and number
22 and must set forth, in clear and concise terms, a statement of the reasons why the objector believes
23 that the Court should find that the proposed Class Settlement is not in the best interest of the
24 Settlement Class and the reasons why the Class Settlement should not be approved, including the
25 legal and factual arguments supporting the objection. If an objector also wishes to appear at the
26 Final Approval and Fairness Hearing, in person or through an attorney, they must also file a
27 notice of intention to appear at the same time as the objection is filed. The Settlement
28 Administrator will promptly serve copies of any objection or notice of intention to appear on

Class Counsel and Defense Counsel. Unless otherwise ordered by the Court, Class Members shall not be entitled to appear and or object at the Final Approval Hearing unless they have submitted a timely written objection and notice of intention to appear pursuant to this subsection. Class Members who have properly and timely submitted objections may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

7.5. NOTICE OF FINAL JUDGMENT

Within ten (10) calendar days after the Court has held a Final and Fairness Approval Hearing and entered a final order certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

8. CLASS SETTLEMENT FUNDING AND DISTRIBUTION

8.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT

The claims of all Class Members are settled for the Gross Settlement Amount of \$91,000.00, which will be allocated as follows:

1. The Administrative Expenses;
2. Class Counsel's attorney fees not to exceed \$30,333.33;
3. Class Counsel's litigation costs and expenses not to exceed \$15,000;
4. Defendant's portion of payroll taxes on the wage portion of the Class Participant's Individual Settlement Amounts; The Enhancement Awards, not to exceed \$5,000 to each Plaintiff; and
5. PAGA Payment to LWDA of \$9,000.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a “checks cashed” basis based on the proportional number of weeks worked by each Class Member during the Class Period.

8.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF THE PAGA SETTLEMENT CLASS

21

1 The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be
2 distributed to the PAGA Settlement Class based on the pro rata number of pay periods worked
3 by each particular PAGA Settlement Class member during the PAGA Period as a proportion of
4 all pay periods worked by all PAGA Settlement Class members during the PAGA Period. Each
5 member of the PAGA Settlement Class, including Plaintiffs, shall be responsible for the payment
6 of the Employee's Taxes and Required Withholding with respect to their share of the PAGA
7 Payment and shall hold Defendant harmless from any and all liability with regard thereto.

8 Defendant will provide the Settlement Administrator with any information reasonably
9 necessary to perform the calculation of number of pay periods worked for each PAGA Settlement
10 Class member, and any other reasonably required information the Settlement Administrator
11 requests to perform the calculations required under this Settlement Agreement. Defendant shall
12 have no responsibility for deciding the validity of the individual payment amounts allocated to
13 each member of the PAGA Settlement Class or any other payments made pursuant to this
14 Settlement Agreement, shall have no involvement in or responsibility for the determination or
15 payment of Employee's Taxes and Required Withholding, and shall have no liability for any
16 errors made with respect to such Employee's Taxes and Required Withholding.

17 The members of the PAGA Settlement Class shall be solely responsible for any and all
18 tax obligation associated with their respective shares of the PAGA Payment.

19 **8.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

20 The Settlement Administrator shall distribute to Class Counsel any attorney fees and
21 expenses approved by the Court to Class Counsel no later than twenty (20) calendar days after
22 the Effective Date.

23 **8.5. TIME FOR PAYMENT OF ENHANCEMENT AWARDS**

24 The Settlement Administrator shall distribute to Plaintiffs the Enhancement Awards
25 approved by the Court no later than twenty (20) calendar days after the Effective Date.
26
27
28

1 **8.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

2 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA
3 Payment due to it and approved by the Court no later than twenty (20) calendar days after the
4 Effective Date.

5 **8.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**
6 **INDIVIDUAL SETTLEMENT AMOUNTS**

7 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
8 Required Withholding associated with each Class Participant's Individual Settlement Amount
9 and mail the Individual Settlement Amount to each Class Participant, by first-class United States
10 mail, to the last-known address no later than twenty (20) calendar days after the Effective Date.
11 If the Settlement Administrator is not able to do so within the time period set forth above, it shall
12 so inform Class Counsel and Defense Counsel and provide an approximate date by which the
13 Employee's Taxes and Required Withholding shall be paid and the Individual Settlement
14 Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute
15 checks to Class Participants until all Individual Settlement Amounts have been considered,
16 calculated, and accounted for, and all of the remaining monetary obligations have been calculated
17 and accounted for.

18 Within one hundred twenty (120) days of mailing the Individual Settlement Amounts to
19 Class Participants, the Settlement Administrator shall file with the Court and provide to Class
20 Counsel a declaration of payment. In the event that any Class Participant is deceased, payment
21 shall be made payable to the estate of that Class Member and delivered to the executor or
22 administrator of that estate, unless the Settlement Administrator has received an affidavit or
23 declaration pursuant to California Probate Code section 13101, in which case payment shall be
24 made to the affiant(s) or declarant(s).

25 **8.8. NON-CASHED SETTLEMENT CHECKS**

26 Any funds associated with checks that have not been cashed within one hundred eighty
27 (180) days, will become void and the Individual Settlement Amount associated with the uncashed
28 check will be distributed pursuant to Code of Civil Procedure section 384 (to a *cy pres* to be

1 agreed upon by the Parties and approved by the Court). For the purposes of determining whether
2 Defendant has met their financial obligation to pay the Individual Settlement Amount, Defendant
3 will be deemed to have fulfilled its obligation upon the mailing of the check to the Class Member,
4 regardless of whether such Class Member subsequently negotiates the check.

5 **8.9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS DATA OR**
6 **PAYMENT OF INDIVIDUAL SETTLEMENT SHARES**

7 Class Member Workweeks and the corresponding Individual Settlement Amount shall be
8 calculated using the pay records of Defendant, which presumptively shall be deemed to be full,
9 complete, and accurate for purposes of this Settlement Agreement. To overcome that
10 presumption, any Class Member objecting to the accuracy of the number of Workweeks or
11 amount of the Individual Settlement Amount must submit documentary evidence, such as pay
12 stubs or other written employment records, to the Settlement Administrator. Each Class Member
13 may dispute the number of Workweeks or their estimated Individual Settlement Amount
14 contained on their Class Notice (“Workweeks Dispute”). Any such Workweeks Dispute must be
15 mailed or faxed to the Settlement Administrator by the Class Member, postmarked or fax-
16 stamped on or before the Response Deadline. The Settlement Administrator shall immediately
17 provide copies of all disputes to counsel for Defendant, shall inform Class Counsel of the dispute
18 without disclosing the identity of the Class Member making the dispute, and shall immediately
19 attempt to resolve all such disputes directly with relevant Class Members with the assistance of
20 Defendant, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it shall be
21 submitted to the Settlement Administrator for its final, non-appealable decision. The Settlement
22 Administrator shall use its best efforts to resolve all such disputes prior to the Effective Date. If,
23 however, a dispute arises or is not resolved until after the Settlement Amount has been
24 distributed, the initial calculation shall stand (as Defendant shall be under no obligation to pay
25 any amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

1 **9. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

2 **9.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

3 The Class Settlement and conditional class certification shall be considered null and void,
4 and neither the Class Settlement, conditional class certification, nor any of the related
5 negotiations or proceedings, shall be of any force or effect, and all Parties to the Class Settlement
6 shall stand in the same position, without prejudice, as if the Class Settlement had been neither
7 entered into nor filed with the Court, if any of the following occur: **(a)** the Court should for any
8 reason fail to approve this Settlement Agreement in the form agreed to by the Parties; **(b)** the
9 Court should for any reason fail to enter a judgment with prejudice of the Action, or **(c)** the
10 approval of the Class Settlement and judgment is reversed, modified, or declared or rendered
11 void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived
12 defects in this Settlement Agreement to facilitate approval.

13 **9.2. PARTIES' RIGHTS TO VOID CLASS SETTLEMENT**

14 If 10% or more members of the Settlement Class timely submit Opt Out requests,
15 Defendant shall have the right (but not the obligation) to void this Settlement Agreement.
16 Defendant represents there were approximately 5,020 workweeks as of the date of the Parties'
17 April 14, 2021 mediation. As the Class Period extends through the earlier of sixty days after full
18 execution of this Settlement Agreement or the Preliminary Approval Date, the Parties understand
19 that the number of workweeks has increased. However, the Parties relied on the data presented
20 at mediation in entering into this Settlement Agreement. If the actual number of workweeks as
21 of April 14, 2021 increases beyond 10%, the Settlement shall be increased in proportion to the
22 workweek value of the settlement versus the increase in workweeks or Defendant has the option
23 of shortening the end of the Class Period proportionally.

24 **9.3. INVALIDATION**

25 Invalidation of any material portion of this Settlement Agreement shall invalidate the
26 Class Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining
27 provisions of the Class Settlement are to remain in full force and effect.
28

1 **9.4. STAY ON APPEAL**

2 In the event of a timely appeal from the approval of the Class Settlement and judgment,
3 the judgment shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement
4 Amount or take any other actions required by this Settlement Agreement until all appeal rights
5 have been exhausted by operation of law.

6 **10. MOTIONS FOR COURT APPROVAL**

7 **10.1. PRELIMINARY APPROVAL**

8 As soon as practicable after execution of this Settlement Agreement, Class Counsel will
9 submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of
10 the Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for
11 preliminary approval in a timely fashion.

12 **10.2. FINAL APPROVAL**

13 The Final Approval and Fairness Hearing shall be held before the Court. At the Final
14 Approval and Fairness Hearing, Plaintiffs shall move the Court for the entry of the final order
15 certifying the Settlement Class for settlement purposes only and approving the Class Settlement
16 as being fair, reasonable, and adequate to the Class Participants within the meaning of California
17 Rules of Court, Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of
18 the Action consistent with the terms of the Class Settlement and rule 3.769, subdivision (h), of
19 the California Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such
20 pleadings and/or evidence as may be required for the Court's determination.

21 **11. RELEASES AND WAIVERS**

22 **11.1. RELEASE OF CLAIMS BY SETTLEMENT CLASS**

23 Upon the Effective Date, the Releasing Parties shall be deemed to each release the
24 Released Parties, and each of them, of and from any and all Released Claims arising during the
25 Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever
26 settle, compromise, and discharge the Released Claims. Each of the Releasing Parties, including
27
28

1 each Class Participant, will be bound by the release of Released Claims as a result of the Class
2 Settlement and to the terms of the final judgment and the satisfaction of such judgment.

3 Class Participants will be deemed to have acknowledged and agreed that their claims for
4 wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount
5 constitutes payment of all sums allegedly due to them. Class Participants will be deemed to have
6 acknowledged and agreed that California Labor Code section 206.5 is not applicable to the
7 Individual Settlement Amount. That section provides in pertinent part as follows:

8
9 “An employer shall not require the execution of a release of a claim or right on
10 account of wages due, or to become due, or made as an advance on wages to be
11 earned, unless payment of those wages has been made.”

12 **11.2. RELEASE OF CLAIMS BY PLAINTIFFS**

13 Plaintiffs, on behalf of themselves only and their dependents, heirs and assigns,
14 beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators,
15 guardians, personal representatives, and successors-in-interest, whether individual, class,
16 representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall
17 and do hereby forever release, discharge and agree to hold harmless the Released Parties from
18 any and all claims, demands, obligations, actions, causes of action, liabilities, and losses of every
19 kind and nature whatsoever from any and all liability for claims known or unknown arising prior
20 to the date of execution of this Settlement Agreement and arising from or related to work or
21 relationship with Defendant. This release includes, without limiting the generality of the
22 foregoing: any and all claims, demands, causes of action, obligations, charges, liabilities,
23 damages, penalties, attorneys’ fees, and costs relating to, arising out of, Plaintiffs’ work with
24 Defendant, including any claims of violation of public policy; all claims based on tort and/or
25 breach of contract, including interference with contract, whether written or oral, express or
26 implied, and any covenant of good faith and fair dealing; all claims for unpaid wages or other
27 benefits, including minimum wage and overtime and any associated premium pay and/or
28 penalties; all claims for rest and/or meal period violations, including associated premium pay

1 and/or penalties; all claims for emotional distress; all claims for equitable relief; all claims for
2 unfair or unlawful business acts and/or practices; any and all claims which were or could have
3 been asserted in the Lawsuit; and all other losses, liabilities, claims, charges, demands, causes of
4 action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in
5 any way connection with the Action, Plaintiffs' relationship or work with Defendant or the
6 Released Parties, and/or these transactions, or occurrences, including any alleged violation of
7 any federal, state, or other governmental statute, regulation, or ordinance, including, without
8 limitation: The Civil Rights Act of 1866, 1964, and 1991, as amended; 42 U.S.C. section 1981;
9 The California Fair Employment and Housing Act; Section 503 of the Rehabilitation Act of
10 1973; The Fair Labor Standards Act (including the Equal Pay Act); The California and United
11 States Constitutions; The California Labor Code; The California Business and Professions Code;
12 The Employment Retirement Security Act, as amended; The California Family Rights Act; The
13 Americans with Disabilities Act; The Family Medical Leave Act; The California Labor Code
14 Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.; The
15 California Government Act; The California Wage Orders; The California Occupational Safety
16 and Health Act, or Federal equivalent; The National Labor Relations Act; The Worker
17 Adjustment and Retraining Notification Act; The Age Discrimination in Work Act of 1967, as
18 amended; The Older Workers' Benefits Protection Act; and The Families First Coronavirus
19 Response Act.

20 Plaintiffs specifically acknowledge they are aware of and familiar with the provisions of
21 California Civil Code section 1542, which provides as follows:

22 "A general release does not extend to claims that the creditor or releasing party
23 does not know or suspect to exist in his or her favor at the time of executing the
24 release and that, if known by him or her, would have materially affected his or her
25 settlement with the debtor or released party."

26 Plaintiffs, being aware of California Civil Code section 1542, hereby expressly waive and
27 relinquish all rights and benefits they may have under section 1542 as well as any other statutes
28 or common law principles of a similar effect. Plaintiffs may hereafter discover facts in addition

1 to or different from those which they now know or believe to be true with respect to the subject
2 matter of all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiffs shall
3 and hereby do fully, finally, and forever settle and release any and all claims against the Released
4 Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were
5 asserted or could have been asserted upon any theory of law or equity without regard to the
6 subsequent discovery of existence of such different or additional facts.

7 **11.3. CIRCULAR 230 DISCLAIMER**

8 Each party to this Settlement Agreement (for purposes of this section, the
9 “Acknowledging Party”; and each party to this Agreement other than the Acknowledging Party,
10 an “Other Party”) acknowledges and agrees that **(1)** no provision of this Settlement Agreement,
11 and no written communication or disclosure between or among the Parties or their attorneys and
12 other advisers, is or was intended to be, nor shall any such communication or disclosure constitute
13 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
14 Department Circular 230 (31 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied
15 exclusively upon his, her or its own independent legal and tax advisers for advice (including tax
16 advice) in connection with this Settlement Agreement, **(b)** has not entered into this Settlement
17 Agreement based upon the recommendation of any other party or any attorney or advisor to any
18 other party, and **(c)** is not entitled to rely upon any communication or disclosure by any attorney
19 or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging
20 Party; and **(3)** no attorney or adviser to any other party has imposed any limitation that protects
21 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
22 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment
23 or tax structure of any transaction, including any transaction contemplated by this Settlement
24 Agreement.

25 **12. DUTIES OF THE PARTIES**

26 **12.1. MUTUAL FULL COOPERATION**

27 The Parties agree to cooperate fully with one another to accomplish and implement the
28 terms of this Settlement Agreement. Such cooperation shall include, but not be limited to,

1 execution of such other documents and the taking of such other actions as may reasonably be
2 necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best efforts,
3 including all efforts contemplated by this Settlement Agreement and any other efforts that may
4 become necessary by court order or otherwise, to effectuate this Settlement Agreement and the
5 terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class
6 Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and
7 reasonable steps to secure the Court's final approval of this Settlement Agreement.

8 **12.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

9 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith
10 and to support the Class Settlement fully and to use their best efforts to defend this Class
11 Settlement from any legal challenge, whether by appeal or collateral attack.

12 **12.3. DUTIES PRIOR TO COURT APPROVAL**

13 Class Counsel shall promptly submit this Settlement Agreement to the Court for
14 preliminary approval and determination by the Court as to its fairness, adequacy, and
15 reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall
16 apply to the Court for the entry of a preliminary order scheduling a hearing on the question of
17 whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as
18 to the Class Members, approving as to form and content the proposed Class Notice and Share
19 Form attached hereto as **Exhibit 1** and **Exhibit 2**, respectively, and directing the mailing of the
20 Class Notice to Class Members. While Defendant can reserve its right to object to facts or
21 assertions made in the moving papers, Defense Counsel shall file a notice of non-opposition to
22 the granting of the motion for preliminary approval or join in the motion.

23 **13. MISCELLANEOUS PROVISIONS**

24 **13.1. VOIDING THIS SETTLEMENT AGREEMENT**

25 Pending Court approval and other than as provided herein, if any of the conditions set
26 forth in this Settlement Agreement are not met and satisfied, this Settlement Agreement shall, at
27 the option of either Plaintiffs or Defendant, be ineffective, void, and of no further force and effect,
28 and shall not be used or be admissible in any subsequent proceeding, either in this Court or in

1 any other court or forum. If either Party decides to void the Settlement Agreement, then the
2 Settlement Agreement and conditional class certification shall be considered void, and neither
3 the Settlement Agreement, conditional class certification, nor any of the related negotiations or
4 proceedings, shall be of any force or effect, and the Parties shall stand in the same position,
5 without prejudice, as if this Settlement Agreement had been neither entered into nor filed with
6 the Court. Should any Party choose to void the Class Settlement under this subsection, such Party
7 shall be responsible for all Settlement Administrator fees and costs actually incurred.

8 **13.2. DIFFERENT FACTS**

9 The Parties acknowledge that, except for matters expressly represented herein, the facts
10 in relation to the dispute and all claims released by the terms of this Settlement Agreement may
11 turn out to be different from the facts now known by each party and/or its counsel, or believed
12 by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the
13 existence of different or presently unknown facts, and agrees that this Settlement Agreement
14 shall be in all respects effective and binding despite such difference.

15 **13.3. NO PRIOR ASSIGNMENTS**

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

20 **13.4. NON-ADMISSION**

21 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission
22 by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or
23 any other person, and the Parties specifically disclaim any liability, culpability, negligence, or
24 wrongdoing toward each other or any other person. Each of the Parties has entered into this
25 Settlement Agreement with the intention to avoid further disputes and litigation with the
26 attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any
27 admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in
28 the Action. Nothing herein shall constitute any admission by Defendant regarding the merits of

1 the Claims in this Action, including but not limited to claims for unpaid wages or violations under
2 California or federal law. Nothing herein shall constitute an admission by Defendant that the
3 Action was properly brought as a class or representative action other than for settlement purposes.
4 To the contrary, Defendant has denied and continues to deny each and every material factual
5 allegation and all Claims. To this end, the Class Settlement of the Action, the negotiation and
6 execution of this Settlement Agreement, and all acts performed or documents executed pursuant
7 to or in furtherance of this Settlement Agreement or the Class Settlement are not, shall not be
8 deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability
9 on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the
10 Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence
11 of any fault or omission on the part of Defendant in any civil, criminal, or administrative
12 proceeding in any court, administrative agency, or other tribunal.

13 **13.5. NON-EVIDENTIARY USE**

14 Neither this Agreement nor any of its terms, nor any statements or conduct in the
15 negotiation or drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member
16 (including any individual who requested to be excluded from the Settlement Class), Defendant,
17 or its, her, his, or their respective counsel, in the Action, except as is reasonably necessary to
18 effectuate the Settlement Agreement's purpose and terms. This Settlement Agreement may,
19 however, be used by Defendant and the Released Parties to prove or defend against any claim
20 released herein by any Class Member in any judicial, quasi-judicial, administrative, or
21 governmental proceeding.

22 **13.6. MEDIA OR PRESS**

23 Plaintiffs and Defendant, and their respective counsel, recognize, accept, and agree that
24 the Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the
25 fact of the Class Settlement embodied in this Settlement Agreement, the disposition of the Action,
26 the Action, and all matters relating to the litigation of the Action, including discovery proceedings
27 therein, and evidence obtained during the course of the Action, shall not be discussed with or
28 presented to the media or press.

13.7. NON-RETALIATION

Defendant understands and acknowledges that it has a legal obligation to not retaliate against any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement Administrator and will not discourage Class Members who are employees, directly or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or indirectly, to Opt Out of the Class Settlement.

13.8. CONSTRUCTION

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

13.9. GOVERNING LAW

This Settlement Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

13.10. NOTICES

Except for Class Member notices required to be made by the Settlement Administrator, all notices or other communications required or permitted under this Settlement Agreement shall be in writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing in this Settlement Agreement.

13.11. CAPTIONS AND INTERPRETATIONS

Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision thereof.

13.12. MODIFICATION

This Settlement Agreement may not be changed, altered, or modified, except in writing signed by the Parties 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 the Parties.

13.13. INTEGRATION CLAUSE

This Settlement Agreement contains the entire agreement between the Parties relating to the Class Settlement of the Action and the transactions contemplated thereby, 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 hereby superseded. No rights under this Settlement Agreement may be waived except in writing as provided above.

13.14. SUCCESSORS AND ASSIGNS

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class Members (excluding only persons who timely Opt Out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

13.15. CORPORATE SIGNATORIES

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

13.16. EXECUTION IN COUNTERPARTS

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

13.17. ATTORNEY FEES, COSTS, AND EXPENSES

Except as otherwise specifically provided for herein, each party shall bear his or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

13.18. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover his or its attorney fees and costs.

14. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: 9/13/2022

DocuSigned by:

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Jeremy R. Rodriguez
 Plaintiff and Class Representative

Dated: _____

Vaqr Hussain
 Plaintiff and Class Representative

13.16. EXECUTION IN COUNTERPARTS

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APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: 9/13/2022

DocuSigned by:

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Jeremy R. Rodriguez
 Plaintiff and Class Representative

Dated: _____

Vaqr Hussain
 Plaintiff and Class Representative

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APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVES:

Dated: _____

Jeremy R. Rodriguez
Plaintiff and Class Representative

Dated: Sep 14, 2022 _____



Vaqar Hussain
Plaintiff and Class Representative

DEFENDANT:

Dated: _____

Kelle's Transport Service, LLC

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: September 14, 2022

JAMES HAWKINS APLC



James R. Hawkins
Gregory Mauro
Michael Calvo
Attorneys for Jeremy R. Rodriguez, Vaqar
Hussain, and Class

Dated: _____

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Jeffrey S. Herman
Nicholas J. De Blouw
Attorneys for Jeremy R. Rodriguez, Vaqar
Hussain, and Class

DEFENDANT'S COUNSEL:

Dated: _____

Fisher & Phillips LLP

Aaron F. Olsen
Jason A. Fischbein
Attorneys for Defendant

1 **DEFENDANT:**

2
3 Dated: _____

Kelle's Transport Service, LLC

4
5 By: _____

6 Title: _____

7 **APPROVED AS TO FORM BY COUNSEL**

8 **CLASS COUNSEL:**

9 Dated: _____

JAMES HAWKINS APLC

10
11
12 James R. Hawkins
Gregory Mauro
13 Michael Calvo
Attorneys for Jeremy R. Rodriguez, Vaqar
14 Hussain, and Class

15 Dated: 9/27/22

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

16
17 
18 Norman B. Blumenthal
19 Kyle R. Nordrehaug
Aparajit Bhowmik
20 Jeffrey S. Herman
Nicholas J. De Blouw
21 Attorneys for Jeremy R. Rodriguez, Vaqar
22 Hussain, and Class

23 **DEFENDANT'S COUNSEL:**

24 Dated: _____

Fisher & Phillips LLP

25
26
27 Aaron F. Olsen
Jason A. Fischbein
28 Attorneys for Defendant

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DEFENDANT:

Dated: _____

Kelle's Transport Service, LLC

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: September 14, 2022

JAMES HAWKINS APLC



James R. Hawkins
Gregory Mauro
Michael Calvo
Attorneys for Jeremy R. Rodriguez, Vaqar
Hussain, and Class

Dated: _____

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Jeffrey S. Herman
Nicholas J. De Blouw
Attorneys for Jeremy R. Rodriguez, Vaqar
Hussain, and Class

DEFENDANT'S COUNSEL:

Dated: _____

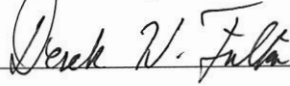
Fisher & Phillips LLP

Aaron F. Olsen
Jason A. Fischbein
Attorneys for Defendant

DEFENDANT:

Dated: 09/28/2022

Kelle's Transport Service, LLC



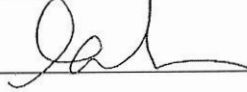
By: Derek Fulton
Title: CEO

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: September 14, 2022

JAMES HAWKINS APLC



James R. Hawkins
Gregory Mauro
Michael Calvo
Attorneys for Jeremy R. Rodriguez, Vaqar
Hussain, and Class

Dated: _____

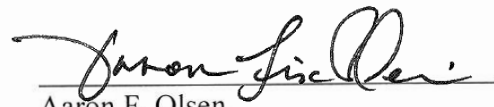
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Kyle R. Nordrehaug
Aparajit Bhowmik
Jeffrey S. Herman
Nicholas J. De Blouw
Attorneys for Jeremy R. Rodriguez, Vaqar
Hussain, and Class

DEFENDANT'S COUNSEL:

Dated: September 28, 2022

Fisher & Phillips LLP



Aaron F. Olsen
Jason A. Fischbein
Attorneys for Defendant

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JUNE 6, 2023

VAQAR HUSSAIN

RE: KELLES TRANSPORT SERVICE
FILE NUMBER: CA1953.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/17/20	JH	REVIEW AND ANALYZE DOCUMENTS IN FILE; DISCUSS WITH ND	1.00	550	550.00
12/01/20	RE	REVIEW AND ANALYZE EMPLOYMENT FILE DOCUMENTS; CONFER W ND RE 226 AND PAGA	1.50	475	712.50
12/01/20	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
12/01/20	RE	REVIEW, EDIT AND FINALIZE COMPLAINT FOR SAME DAY FILING; FORWARD TO ND	2.75	475	1,306.25
12/01/20	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET; FINALIZE COMPLAINT PACKAGE AND FILE IN SD SUP. CT.	0.75	475	356.25
12/02/20	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE CMC AND JUDICIAL ASSIGNMENT	0.75	475	356.25
01/11/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX.	0.75	475	356.25
02/01/21	RE	REVIEW FILE; EMAIL TO KNOX RE STATUS OF SERVICE OF PROCESS ORDER SUBMITTED ON 1/11	0.40	475	190.00
02/02/21	RE	FILE PROOF OF SERVICE OF	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUMMONS			
02/02/21	RE	CONFER W JH/TEAM ODD RE 20-DAY EXP PERIOD TO SERVE WRITTEN DISCOVERY	0.30	475	142.50
02/17/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL RE CONSOLIDATION	0.40	550	220.00
02/19/21	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; DISCUSS WITH TEAM	0.50	550	275.00
02/23/21	JH	DRAFT JPA; SEND TO CLIENT FOR EXECUTION	0.40	550	220.00
03/04/21	JH	REVIEW AND REVISE DRAFT STIP. RE CONSOLIDATION	0.50	550	275.00
03/16/21	JH	REVIEW AND ANALYZE DRAFT STIPULATION	0.40	550	220.00
03/16/21	CL	EMAIL TO A. OLSEN RE: STIPULATION TO CONSOLIDATE MATTERS.	0.30	495	148.50
03/16/21	CL	EMAIL TO/FROM A. OLSEN RE: UNSIGNED STIPULATION AND CONFORMED COPY.	0.20	495	99.00
03/17/21	CL	REVIEW AND ANALYZE STIPULATION TO EXTEND TIME FOR DEFENDANT TO RESPOND TO COMPLAINT.	0.30	495	148.50
03/17/21	CL	REVISE AND FINALIZE STIPULATION TO CONSOLIDATE CLASS AND PAGA ACTIONS; EMAILS TO/FROM J. FISHBIEN REQUESTING SIGNATURES.	0.40	495	198.00
04/02/21	CL	RECEIPT AND REVIEW JUDGE'S ORDER GRANTING STIPULATION TO EXTEND TIME FOR DEFENDANT TO FILE RESPONSE TO COMPLAINT.	0.20	495	99.00
04/06/21	JH	REVIEW AND ANALYZE DOCUMENTS IN FILE; CREATE EXHIBIT BOOK FOR	2.50	550	1,375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION			
04/13/21	JH	REVIEW FILE AND CASE NOTES; REVIEW, ANALYZE, AND REVISE DRAFT "AVOID THE BRIEF" MEDIATION SUBMISSION; DISCUSS WITH CO-COUNSEL	1.00	550	550.00
04/14/21	JH	PREPARE FOR AND ATTEND MEDIATION	4.50	550	2,475.00
04/28/21	JH	REVIEW FILE AND DOCKET; DISCUSS STIP TO CONSOLIDATE WITH CO-COUNSEL	0.50	550	275.00
05/12/21	JH	REVIEW AND REVISE SITP TO EXTEND TIME TO RESPOND; DISCUSS WITH CL	0.50	550	275.00
06/10/21	JH	REVIEW ORDER OF CONSOLIDATION; CIRCULATE AND DISCUSS WITH TEAM	0.40	550	220.00
06/24/21	HD	REVIEW THE CASE DOCKET TO VERIFY CASE MANAGEMENT HEARING IS STILL ON CALENDAR FOR 07/02/21. CONTACT COURT CALL AND RESERVE TELEPHONIC APPEARANCE. OBTAIN CONFIRMATION AND FORWARD TO APPEARING ATTORNEY.	0.50	250	125.00
07/02/21	AR	PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY OF THE SAME.	1.20	475	570.00
07/02/21	AR	MULTIPLE FOLLOW UP CORRESPONDENCE REGARDING COORDINATION/AMENDMENT.	0.40	475	190.00
07/02/21	CL	TELEPHONE CALL WITH J. HAWKINS RE: ADDING PLAINTIFF TO THE RODRIGUEZ MATTER; EMAIL RE: SAME; TELEPHONE CALL WITH G. MAGURO RE: COORDINATION AND/OR DISMISSAL OF HUSSAIN.	0.50	495	247.50
07/02/21	CL	TELEPHONE CALL WITH G. MAURO RE: COORDINATION AND/OR ADDING	0.90	495	445.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		HUSSAIN TO THE RODRIGUEZ MATTER PER THE COURT'S ORDER; EMAIL FORM G. MAURO RE: SAME; DISCUSS WITH AJ OPTIONS RE: COORDINATION OR DISMISSAL; FINALIZE AND SERVE NOTICE OF RULING RE: CASE MANAGEMENT CONFERENCE AND PROPOSED ORDER.			
07/02/21 01	KN	ANALYSIS OF ISSUES OF COORDINATION AND CONSOLIDATION	0.50	750	375.00
07/03/21	CL	TELEPHONE CALL FROM G. MAURO RE: CONSOLIDATED COMPLAINT OR COORDINATION.	0.30	495	148.50
07/06/21	JH	REVIEW PLAINTIFF'S AND DEFENDANT'S CMC STMT	0.50	550	275.00
07/08/21	CL	EMAIL TO/FROM G. MAURO RE: CONSOLIDATED COMPLAINT.	0.30	495	148.50
07/09/21	CL	EMAIL TO G. MAURO RE: DRAFTING OF CONSOLIDATED COMPLAINT AND STIPULATION FOR LEAVE TO AMEND TO FILE COMPLAINT IN RODRIGUEZ MATTER.	0.30	495	148.50
07/09/21	CL	TELEPHONE CALL FROM J. FISCHBEIN RE: HUSSAIN RESPONSIVE PLEADING AND CONSOLIDATED COMPLAINT TO BE FILED; EMAIL TO J. FISCHBEIN RE: SAME; EMAIL TO G. MAURO RE: CONSOLIDATED COMPLAINT.	0.50	495	247.50
07/13/21	JH	REVIEW/ANALYZE DRAFT CONSOLIDATED COMPLAINT	0.80	550	440.00
07/13/21	CL	EMAIL TO G. MAURO AND M. CALVO RE: CONSOLIDATED COMPLAINT AND STIPULATION.	0.30	495	148.50
07/19/21	CL	DRAFT CASE MANAGEMENT STATEMENT.	1.30	495	643.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/22/21	CL	[RODRIGUEZ I] REVISE JOINT STIPULATION FOR LEAVE TO FILE 2AC; PREPARE EXHIBIT A AND B TO JOINT STIPULATION.	0.70	495	346.50
07/22/21	CL	[HUSSAIN] REVISE AND FINALIZE JOINT STIPULATION TO CONTINUE DEFENDANT'S RESPONSIVE PLEADING PENDING SETTLEMENT.	0.90	495	445.50
07/22/21	CL	[HUSSAIN] DRAFT JOINT STATUS CONFERENCE STATEMENT RE: FILING OF 2AC IN RODRIGUEZ I AND STATUS OF PLEADINGS;	1.20	495	594.00
07/22/21	CL	REVIEW AND ANALYZE LWDA WEBSITE FOR NOTICE OF LWDA CLAIM; EMAIL TO/FROM J. FISHBIEN RE: REVISIONS TO 2AC; DISCUSS WITH NICK THE PAGA NOTICE.	0.40	495	198.00
07/26/21	CL	TELEPHONE CALL TO M. CALVO RE: COMPLAINT AND PAGA CLAIM; TELEPHONE CALL TO G. MUARO RE: SAME.	0.40	495	198.00
07/26/21	CL	[CLASS] MULTIPLE TELEPHONE CALLS FROM M. CALVO RE: SETTLEMENT DISCUSSIONS AND CONSOLIDATION; REVISE RODRIGUEZ JOINT STIPULATION FOR LEAVE TO FILE SAC; REVISE 2AC (REDLINE); REVISE JOINT CMS IN HUSSAIN; EMAIL TO J. FISHBIEN RE: REVISIONS TO THE 2AC AND JOINT CMS REGARDING CONSOLIDATION.	1.50	495	742.50
07/27/21	CL	[CLASS] TELEPHONE CALL TO J. FISHBIEN RE FOLLOW-UP REGARDING JOINT CMS AND STIPULATION FOR LEAVE TO FILE 2AC; EMAIL TO A. OLSEN RE: REVISIONS TO JOINT CMS AND STIPULATION FOR LEAVE TO FILE 2AC.	0.50	495	247.50
07/28/21	CL	[CLASS] RODRIGUEZ - FINALIZE STIPULATION FOR LEAVE TO FILE	0.90	495	445.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SECOND AMENDED COMPLAINT; EMAIL FROM J. FISCHBIEN RE: AUTHORITY TO SIGN AND FILE STIPULATION; EMAIL TO M. CALVO RE: AUTHORITY TO SIGN AND FILE STIPULATION.			
07/28/21	CL	[CLASS] HUSSAIN - FINALIZE JOINT CASE MANAGEMENT STATEMENT; EMAIL TO J. FISCHBIEN RE: SERVICE OF JOINT CASE MANAGEMENT STATEMENT.	0.70	495	346.50
08/06/21	CL	RODRIGUEZ - EMAIL FROM/TO J. FISCHBEIN RE STATUS OF RODRIGUEZ STIPULATION; REVIEW AND ANALYZE ONE LEGAL STATUS OF CONFORMED COPIES OF STIPULATION.	0.40	495	198.00
08/09/21	HD	TELEPHONE CALL TO CIVIL CLERK AND DEPARTMENT CLERK REGARDING THE STATUS OF THE SUBMITTED STIPULATION/PROPOSED ORDER FOR LEAVE TO FILE SECOND AMENDED COMPLIANT. EMAIL CORRESPONDENCE WITH HANDLING ATTORNEY REGARDING STATUS AND UPDATES.	0.40	250	100.00
08/11/21	CL	RODRIGUEZ I - DRAFT JOINT CASE MANAGEMENT STATEMENT; EMAIL TO J. FISHBEIN RE: STATUS OF RODRIGUEZ STIPULATION AND JOINT CMS.	0.80	495	396.00
08/11/21	CL	EMAIL FROM J. FISHBEIN RE REVISIONS TO JOINT CASE MANAGEMENT STATEMENT; FINALIZE AND FILE JOINT CASE MANAGEMENT STATEMENT; EMAIL TO J. FISCHBEIN RE: SERVICE OF FILED JOINT CASE MANAGEMENT STATEMENT.	0.60	495	297.00
08/20/21	CL	[CLASS] PREPARE FOR CASE MANAGEMENT CONFERENCE IN	0.60	495	297.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		HUSSAIN ACTION; APPEAR AT CASE MANAGEMENT CONFERENCE; DRAFT MEMORANDUM TO FILE RE: HUSSAIN CONTINUED CASE MANAGEMENT CONFERENCE.			
10/06/21	CL	[CLASS] DRAFT JOINT CASE MANAGEMENT STATEMENT; EMAIL TO/FROM J. FISHBIEN RE: SAME.	0.80	495	396.00
10/06/21	CL	[CLASS] REVIEW AND ANALYZE STIPULATION TO EXTEND TIME TO RESPOND TO COMPLAINT; REVIEW AND ANALYZE THE JOINT CMS; EMAIL TO/FROM J. FISHBEIN RE: SAME.	0.50	495	247.50
10/06/21	CL	[CLASS] FINALIZE JOINT CASE MANAGEMENT STATEMENT; EMAIL TO/FROM J. FISHBIEN RE: SERVICE OF SAME.	0.50	495	247.50
10/08/21	CL	REVIEW AND ANALYZE REFILED JOINT STIPULATION TO CONTINUE RESPONSE PLEADING DEADLINE.	0.30	495	148.50
10/14/21	CL	RODRIGUEZ - RECEIPT AND REVIEW ORDER GRANTING LEAVE TO FILE 2AC.	0.30	495	148.50
10/15/21	CL	FINALIZE SECOND AMENDED COMPLAINT IN KALAVERAS; EMAIL TO J. HAWKINS RE: SIGNATURE TO SECOND AMENDED COMPLAINT; TELEPHONE CALL TO G. MAURO RE: ORDER; EMAIL TO G. MAURO RE: ORDER.	0.50	495	247.50
10/15/21	CL	EMAIL TO/FROM J. FISCHBEIN RE: KALAVERAS JOINT STIPULATION TO FILE SECOND AMENDED COMPLAINT AND DISMISSAL OF THE HUSSAIN ACTION.	0.30	495	148.50
10/18/21	CL	FINALIZE SECOND AMENDED COMPLAINT FILED IN RODRIGUEZ; EMAIL TO A. OLSEN RE: SERVICE OF SECOND AMENDED COMPLAINT;	0.80	495	396.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EMAIL TO N. MICCOLIS RE: EXHIBITS TO SECOND AMENDED COMPLAINT; TELEPHONE CALL TO N. MICCOLIS RE: SECOND REQUEST FOR EXHIBITS A.			
10/20/21	CL	EMAIL FROM/TO J. FISHBIEN RE: RODRIGUEZ 2AC.	0.20	495	99.00
10/22/21	CL	DRAFT REQUEST FOR DISMISSAL WITHOUT PREJUDICE (HUSSAIN ACTION); EMAIL TO/FROM J. FISHBIEN RE: REQUEST FOR DISMISSAL; TELEPHONE CALL WITH A. OLSEN RE: SAME; EMAIL TO A. OLSEN RE: CONFIRMATION THAT DEFENDANT WILL NOT SEEK FEES AND COSTS IN CONJUNCTION WITH REQUEST FOR DISMISSAL AND SERVICE OF REQUEST FOR DISMISSAL.	0.60	495	297.00
10/22/21	CL	ATTEND CASE MANAGEMENT CONFERENCE IN HUSSAIN ACTION.	0.50	495	247.50
11/17/21	CL	[HUSSAIN] EMAIL FROM J. FISCHBEIN RE: STIPULATION FOR LEAVE TO FILE REQUEST FOR DISMISSAL; REVISE STIPULATION FOR LEAVE TO FILE REQUEST FOR DISMISSAL.	0.90	495	445.50
11/18/21	CL	[HUSSAIN]: FINALIZE STIPULATION FOR LEAVE TO FILE REQUEST FOR DISMISSAL; EMAIL TO J. FISCHBIEN RE: REVISIONS; SERVE AND FILE SAME.	0.70	495	346.50
11/19/21	CL	RECEIPT AND REVIEW DEFENDANT'S ANSWER TO RODRIGUEZ COMPLAINT.	0.20	495	99.00
12/01/21	CL	[HUSSAIN] RECEIPT AND REVIEW ORDER GRANTING LEAVE TO FILE OUR REQUEST FOR DISMISSAL W/O PREJUDICE IN THE HUSSAIN ACTION; DRAFT PLAINTIFF'S REQUEST FOR DISMISSAL FILED TODAY IN THE HUSSAIN ACTION; EMAIL TO J.	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FISHBEIN RE: SAME.			
12/02/21	CL	RECEIPT AND REVIEW CONFORMED COPY OF REQUEST FOR DISMISSAL WIHTOUT PREJUDICE; EMAIL TO DEFENSE COUNSEL RE: SAME.	0.30	495	148.50
12/02/21	CL	RECEIPT AND REVIEW CONFORMED COPY OF REQUEST FOR DISMISSAL WITHOUT PREJUDICE; EMAIL TO J. FISCHBEIN RE: SERVICE OF SAME.	0.20	495	99.00
12/23/21	CL	EMAIL TO G. MAURO RE: CASE MANAGEMENT STATEMENT; REVIEW AND ANALYZE LOCAL RULES RE: JOINT CMC; REVISE CASE MANAGEMENT STATEMENT.	0.70	495	346.50
12/29/21	CL	EMAIL TO/FROM J. FISCHBEIN RE: STATUS CONFERENCE REPORT.	0.30	495	148.50
01/04/22	AR	REVIEW FILE AND PRIOR PLEADINGS FOR STATUS IN ADVANCE OF STATUS CONFERENCE; DRAFT SUMMARY.	0.70	475	332.50
01/07/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY.	0.80	475	380.00
04/22/22	AR	REVIEW AND OUTLINE FILE AND DOCKET FOR STATUS IN ADVANCE OF DRAFTING CMC; DRAFT SUMMARY.	0.80	475	380.00
04/25/22	AR	REVIEW FILE FOR STATUS; DRAFT SUMMARY CORRESPONDENCE WITH CO-COUNSEL REGARDING JOINT STATEMENT.	1.20	475	570.00
04/28/22	AR	MULTIPLE FOLLOW UP CORRESPONDENCE REGARDING JOINT STATEMENT.	0.30	475	142.50
04/28/22	AR	RECEIVE AND REVISE DRAFT JOINT STATEMENT; DRAFT FOLLOW UP CORRESPONDENCE WITH CO-COUNSEL.	0.70	475	332.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/29/22	AR	MULTIPLE FOLLOW UP CORRESPONDENCE REGARDING JOINT STATEMENT; RECEIVE AND CIRCULATE FINAL VERSION.	0.50	475	237.50
04/29/22	AR	REVIEW DOCKET REGARDING TSC AND CMC; DRAFT MULTIPLE FOLLOW UP CORRESPONDENCE.	0.70	475	332.50
05/02/22	AR	REVIEW DOCKET AND ORDERS; FOLLOW UP TELECONFERENCE AND CORRESPONDENCE WITH VR AND AC REGARDING HEARINGS.	0.50	475	237.50
05/05/22	AR	REVIEW DOCKET FOR INFORMATION REGARDING APPEARANCE; FOLLOW UP CORRESPONDENCE REGARDING HEARING TIME AND TRIAL SETTING CONFERENCE PREPARATIONS.	0.50	475	237.50
05/06/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT AND CIRCULATE SUMMARY.	1.50	475	712.50

TOTAL BILLED HOURS

ANDREW RONAN	9.80 hr @ 475.00	\$ 4,655.00
CHRISTINE LEVU	24.50 hr @ 495.00	\$ 12,127.50
HEATHER DROSI	0.90 hr @ 250.00	\$ 225.00
JEFF HERMAN	13.90 hr @ 550.00	\$ 7,645.00
KYLE NORDREHAUG	0.50 hr @ 750.00	\$ 375.00
RICO EHMANN	8.10 hr @ 475.00	\$ 3,847.50

TOTAL PROFESSIONAL SERVICES

57.90

\$ 28,875.00

COSTS ADVANCED

12/02/20	FILING FEE.	1,492.31
02/02/21	FILING FEE	12.00
02/04/21	FILING FEE	37.75
02/27/21	MESSENGER - KNOX	106.95
03/31/21	KNOX ATTORNEY SERVICES	134.50
04/30/21	MESSENGER - KNOX	159.50

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/17/21	ONE-LEGAL - FILE CASE MANAGEMENT STATEMENT.	12.35
06/24/21	APPEARANCE FEE FOR CMC.	94.00
07/29/21	CLASS ONE LEGAL - CASE MANGEMENT CONFERENCE.	12.35
07/30/21	ONE LEGAL - COURTESY COPY OF JOINT CASE STATUS STATEMENT.	56.62
08/11/21	ONE LEGAL - CASE MANAGEMENT STATEMENT.	12.35
08/13/21	COURTCALL RE: CASE MANAGEMENT CONFERENCE.	94.00
08/31/21	MESSENGER - KNOX	123.75
10/06/21	ONE LEGAL - E-FILE CASE MANAGEMENT STATEMENT.	12.35
10/27/21	[CLASS] ONE LEGAL - FILING - REQUEST FOR DISMISSAL WITHOUT PREJUDICE .	12.35
11/23/21	ONE LEGAL - FILING - STIPULATION TO FOR LEAVE TO DISMISS CLASS ACTION.	1,510.28
12/02/21	ONE LEGAL - FILING - REQUEST FOR DISMISSAL.	12.35
12/30/21	APPEARANCE FEE FOR CMC.	94.00
04/29/22	APPEARANCE FEE FOR CMC.	<u>94.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 4,083.76</u>
TOTAL CURRENT CHARGES		<u>\$ 32,958.76</u>

EXHIBIT #4

Activities Export

06/06/2023
2:19 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/15/2022		Review docket for status of OSC hearing; draft follow up correspondence with co-counsel. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.70h	\$475.00	-	\$332.50
07/18/2022		Review and outline file and docket for status; draft follow up correspondence with co-counsel regarding OSC statement. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.60h	\$475.00	-	\$285.00
07/19/2022		Follow up correspondence regarding OSC statement; review order. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.50h	\$475.00	-	\$237.50
07/21/2022		Follow up correspondence with co-counsel regarding OSC statement. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.40h	\$475.00	-	\$190.00
07/29/2022		Review docket for status of OSC statement; draft follow up correspondence. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.60h	\$475.00	-	\$285.00
08/03/2022		Review docket; retrieve and review joint statement; multiple correspondence with co-counsel regarding the same. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.70h	\$475.00	-	\$332.50
08/04/2022		Review docket for status of OSC hearing; draft follow up correspondence with co-counsel. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.50h	\$475.00	-	\$237.50
					16.15h		\$0.00 0.00h	\$9,527.50 16.15h

Activities Export

06/06/2023
2:19 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/05/2022		Prepare for and attend CMC/OSC hearing; draft and circulate summary.  Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	1.00h	\$475.00	-	\$475.00
11/28/2022		Review file; draft declaration of Vaqar Hussein; forward to client for review re preliminary approval motion/enhancement award request  Unbilled	CA1953 Kelle's Transport Service, LLC	Ricardo Ehmann	2.50h	\$475.00	-	\$1,187.50
12/05/2022		Review docket for status of filing of joint statement and motion for preliminary approval; retrieve and review joint statement and request to vacate hearing; correspondence with AC regarding appearance.  Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.70h	\$475.00	-	\$332.50
12/06/2022		Correspondence with co-counsel regarding joint statement and status of appearance at OSC hearing.  Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.30h	\$475.00	-	\$142.50
01/20/2023		Review docket and orders in consolidated action; draft and circulate summary regarding OSC hearing.  Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.50h	\$475.00	-	\$237.50
02/07/2023		Multiple correspondence with KN regarding OSC/CMC hearing.  Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	0.40h	\$475.00	-	\$190.00
					16.15h		\$0.00 0.00h	\$9,527.50 16.15h

Activities Export

06/06/2023
2:19 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/01/2023		Draft motion for final approval; email co-counsel; email Admin; review Admin draft decl. Unbilled	CA1953 Kelle's Transport Service, LLC	Kyle Nordrehaug	2.75h	\$750.00	-	\$2,062.50
06/05/2023		Draft proposed order; emails with counsel Unbilled	CA1953 Kelle's Transport Service, LLC	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
06/06/2023		Draft declaration ISO motion; review and revise motion Unbilled	CA1953 Kelle's Transport Service, LLC	Kyle Nordrehaug	3.00h	\$750.00	-	\$2,250.00
					16.15h		\$0.00 0.00h	\$9,527.50 16.15h

EXHIBIT #5

Activities Export

06/06/2023
2:19 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/03/2022	\$	Document retrieval fee. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	1.00	\$2.50	-	\$2.50
08/08/2022	\$	Courtcall appearance fee. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	1.00	\$94.00	-	\$94.00
12/02/2022	\$	CourtCall appearance fee. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Andrew Ronan	1.00	\$94.00	-	\$94.00
12/02/2022	\$	One Legal Filing -Notice of Remote Appearance. ● Unbilled	CA1953 Kelle's Transport Service, LLC	Christine LeVu	1.00	\$72.07	-	\$72.07
06/06/2023	\$	Filing fee - motion ● Unbilled	CA1953 Kelle's Transport Service, LLC	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$322.57 0.00h

EXHIBIT #6

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
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Attorneys for Plaintiffs JEREMY R. RODRIGUEZ and VAQAR HUSSAIN
individually and on behalf of all others similarly situated

[Additional Counsel Listed On Next Page]

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

JEREMY R. RODRIGUEZ and VAQAR
HUSSAIN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KELLES TRANSPORT SERVICE LLC dba
SOAR TRANSPORTATION GROUP; a Utah
Limited Liability Company, and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CIVDS2015275

[Unlimited Jurisdiction]

*Assigned for all purposes to the Honorable
Janet M. Frangie, Department S29]*

**DECLARATION OF JEREMY
RODRIGUEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 8, 2023

Time: 08:30 a.m.

Dept.: S29

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
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Website: www.bamlawca.com

DECLARATION OF JEREMY RODRIGUEZ

I, JEREMY RODRIGUEZ hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the motion for preliminary approval of the settlement and fees, costs and enhancement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant Kelle's Transport Service, LLC in approximately February 2020 as a Non-Exempt Employee working as a driver and worked during the liability period for Defendants until my separation from Defendants' employ in approximately April 2020. I preformed duties related to Defendant's logistics business. I typically worked 6-7 days a week and 70 or more hours per week.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not provided meal periods or permitted rest periods, not provided accurate wage statements, and not paid all my wages on time, all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendants and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and approval. I closely reviewed the complaint to ensure accuracy and completeness. As a

1
2 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
3 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
4 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
5 contacted my attorneys to stay current on the status of the litigation, and to discuss my
6 attorneys' progress in prosecuting the claims.

7 7. Since I believe I was not accurately paid wages, not timely paid wages, not
8 provided meal breaks and not permitted my rest breaks, and therefore not provided accurate
9 itemized wage statements, I believe that I have been similarly injured as to all other class
10 members in the settlement who worked for Defendant during the class period. I believe the
11 claims asserted in the Complaint is also shared by the other Class Members. I worked with
12 various other non exempt employees and I believe we were all treated the same and subject to
13 the same unlawful policies.

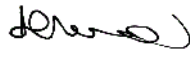
14 8. Since I agreed to become a Class Representative, I have worked every step
15 of the way with my attorneys. During the course of the litigation I have always kept the best
16 interest of the Class Members on equal footing as mine. I have been, and I am willing to
17 continue to pursue the Class Members' claims vigorously on our collective behalf if the
18 Settlement is not finally approved. As a result, I firmly believe that I do not have any interests
19 adverse to the interests of the Class Members. I have maintained the Class Members best
20 interest from the inception of the case.

21 9. As one of the Class Representatives, I have spent numerous hours consulting
22 with my attorneys, providing documentation, consulting with other Class Members, responding
23 to questions by my attorneys, providing documents to my attorneys, working with my attorneys
24 to review documents received, helping my attorneys in preparing for the mediation and
25 attending the mediation via telephone. I was consulted about the status of the case and provided
26 constant feedback about the case from my attorneys including the mediation, settlement
27 negotiations and eventual settlement. I estimate I have spent approximately 45 hours working
28 on this case.

10. From the beginning of this case, I have freely chosen to accept the risks of

1
2 being one of the Class Representatives in this class action lawsuit. I chose to assume these risks
3 and pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I
4 believe we have achieved that result with the settlement and the individual payments to the
5 Class Members. I believe the settlement is fair reasonable and adequate based on the numerous
6 defenses asserted by Defendants. I believe the efforts and work I along with my co-Plaintiff put
7 forth helped to achieve the fair settlement that will benefit the Class Members. As a result of
8 my efforts, I also believe the Class Representative Enhancement Awards are reasonable, and I
9 respectfully request the Court approve the amount of \$5,000.00 as fair and reasonable.

10 I declare under penalty of perjury under the laws of the state of California
11 that the foregoing is true and correct. Executed on November 30, 2022, at Glendale,
12 California

DocuSigned by:

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JEREMY RODRIGUEZ

EXHIBIT #7

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JEREMY R. RODRIGUEZ and VAQAR)
HUSSAIN, individually and on behalf of all)
others similarly situated,

Plaintiffs,

v.

KELLES TRANSPORT SERVICE LLC dba)
SOAR TRANSPORTATION GROUP; a Utah)
Limited Liability Company, and DOES 1)
through 50, inclusive,

Defendants.

Case No. **CIVDS2015275**

**DECLARATION OF VAQAR
HUSSAIN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Janet M. Frangie
Dept.: S-29

Hearing Date: February 8, 2023
Hearing Time: 8:30 a.m.

1 I, Vaqar Hussain, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Action Settlement and in support of my application for a Class Representative
5 Enhancement Award Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant Kelles Transport Service LLC ("Kelles") in California from
10 November of 2018 to July of 2019 and I was classified by Kelles as a non-exempt employee
11 during that time period.
12

13 4. I retained my attorneys who are experienced in both class action litigation and claims
14 against employers for violations of the California Labor Code. I have no personal relationship or
15 family ties to my attorneys or any officer of the Court. I am not involved in any litigation against
16 another member of the class in this case and my attorneys are not working on my behalf in
17 another capacity other than representing me in this lawsuit.

18 5. I decided to pursue this lawsuit for the benefit of myself and other current and former
19 non-exempt employees who worked for Kelles and be a class representative because I felt that
20 my legal rights as an employee and others like me were violated. For example, I often did not
21 receive complaint meal or rest breaks because my breaks were often late, interrupted or missed
22 entirely. I also did not receive all the meal and rest break premium payments I should have
23 received when violations occurred. In addition, I was not paid minimum wages for stand-by
24 time, such as all the time I spent during pre and post-shift inspections. Kelles also did not
25 reimburse me for the cost associated with using my personal cell phone for work-related issues.
26

1 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
2 Kelles implemented its company policies and procedures. I also assisted my attorneys in their
3 investigation into my claims by providing them documents and answering their questions. I
4 reviewed the complaint before it was filed and after it was filed I was given access to an
5 electronic file sharing program that alerted me via email when important documents were filed
6 so that I could review them and keep up with the developments in the case which I understood
7 was one of my duties as a class representative. I would also contact my attorneys from time to
8 time if I had any questions about the case.

10 7. Even though this action is in the process of settling, I was and remain prepared to
11 perform all the duties of a class representative. I understand that as a class representative I have
12 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
13 exempt employees who worked for Kelles during the class period. I have understood that as a
14 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
15 surrender any right to compromise the group action for an individual gain.

17 8. I understood that being a plaintiff/class representative in this case meant that I
18 was seeking damages not only for myself but also other current and/or former non-exempt
19 employees working for Kelles in California. I felt that this group of current and former
20 employees were not aware of their labor law rights and even if they were they would probably be
21 apprehensive about speaking up or even simply because of the time, effort and risk involved in
22 filing a class action lawsuit.

24 9. I understood that being a part of this lawsuit involved risks. For example, my
25 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
26 pay for all or part of the attorney fees and costs paid by Kelles to defend this lawsuit. Also, I

1 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
2 it against me or downgrade me as a potential hire. As one of two named Plaintiffs in this case it
3 would not be difficult for a future employer to become aware that I sued a former employer for
4 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
5 rights and the rights of others regardless of the risks, time and effort I spent on this case.
6

7 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
8 kept up to date on important developments by reviewing court filings that were made available to
9 me electronically as I described above.

10 11. A mediation took place with Lou Marlin, an experienced mediator of wage and
11 hour class actions. The parties agreed to settle the action as a result of the mediation. I spoke
12 with my attorneys regarding the terms of the settlement which was reached between the parties
13 and understood that I was representing absent class members and therefore wanted the best
14 possible result to be obtained for the class and I believe a very positive result was in fact
15 achieved via settlement. When the final settlement papers were ready, I closely reviewed the
16 Settlement Agreement which I signed on September 14, 2022.
17

18 12. I have been actively involved with this class action lawsuit performing the duties
19 described above. Although I did not keep time records, I was in regular contact with my
20 attorneys, reviewed important court filings and spent a significant amount of time on the issues
21 presented during the lawsuit and in the settlement process. I estimate that I spent approximately
22 30-40 hours working on this case. My understanding is that future tasks may require additional
23 hours of my time. I believe I have been diligent and have done what is expected of a named
24 plaintiff and proposed class representative to date, and will continue to do so. I have and always
25 will maintain the best interest of the class.
26

1 13. My attorneys explained to me that the settlement process involves a two-step
2 review by the Court to determine whether the settlement is fair before approving the settlement.
3 I know this process also involves notifying all class members of the settlement terms and of their
4 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
5 settlement.
6

7 14. I believe I did the right thing by filing this case on behalf of the class who are in
8 line to receive monetary payments as a result of this case and settlement. I also believe that the
9 requested Class Representative Enhancement Award Payment of \$5,000 from the settlement is
10 fair compensation for the work I performed and the risks I undertook.
11

12 15. As part of the settlement it was necessary for me to sign a general release of all
13 claims I may have against the Kelles. I believe the Class Representative Enhancement Award
14 Payment I have requested provides me with some compensation for this agreed release.
15

16 16. I have not entered into any undisclosed agreements nor have I received any
17 undisclosed compensation in this case. The only compensation I will receive is whatever amount
18 the Court awards as an enhancement award, as well as my share as a class member of the
19 settlement fund.
20

21 17. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying Kelles' costs in the event
23 we did not win the case, the reputational risk that future employers may hold this lawsuit against
me, the general release, and in light of the size of the settlement, I believe the request for \$5,000

24 ///

25 ///

26 ///

1 as a Class Representative Enhancement Award payment is fair and reasonable.

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

4 Executed on Nov 28, 2022, at San Diego CA.
5 (city, state)

6
7  Nov 28, 2022 16:10 GMT+5

Vaqar Hussain