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Attorneys for Plaintiff and others similarly situated

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

CESAR TORRES, individually, on a
representative basis, and on behalf of all
others similarly situated; and MARK
EURICH, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiff,

vs.

EPAC LOS ANGELES, LLC, a Delaware
Limited Liability Company; EPAC
NORCAL, LLC, a Delaware Limited
Liability Company; EPAC HOLDINGS,
LLC, a Delaware Limited Liability Company;
EPAC, LLC, a Delaware Limited Liability
Company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2017140
*[Assigned to Hon. Judge David Cohn, Dept.
S26, for all purposes]*

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

Hearing
Date: March 28, 2022
Time: 10:00 a.m.
Dept: S26

Complaint filed: August 24, 2020

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with Lauby Mankin Lauby LLP and manage the firm's employment law department, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this

1 declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement.
2 If called as a witness, I could and would competently testify thereto.

3 COUNSEL'S EXPERIENCE

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

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

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

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

27 6. Over each of the last three years, I have been selected by my peers as a "Super
28 Lawyer" in Employment Litigation.

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8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$53,500, after the deductions set forth in the chart below:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 120,000.00
Attorneys' Fees (1/3)	\$ 40,000.00
Litigation Costs	\$ 10,000.00
Administrator Costs	\$ 4,000.00
PAGA Penalties	\$ 10,000.00
Class Representative's Service Award	\$ 2,500.00
<i>Net Settlement Amount</i>	\$ 53,500

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

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

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

ADEQUACY OF COUNSEL AND
REASONABLENESS OF REQUESTED FEE AND COST AWARDS

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

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

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

1 16. It has been my experience that the benchmark for attorney fee awards in
2 California state cases is one-third of a common settlement fund, which the CA Supreme Court
3 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
4 Counsel is seeking a fee of \$40,000, which is one-third of the Settlement Amount.

5 17. There are several additional factors why I believe that the Court should award
6 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
7 resulted in a common fund settlement amount of \$120,000, and the employees will receive over
8 \$775 on average. This is a good result in light of the disputed nature of the claims alleged. This
9 result was achieved by the work and success of my office, who negotiated the settlement after
10 extensive preparation, investigation, mediation, and substantial work thereafter.

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

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

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

27 21. Fifth, the request for attorney's fees in the amount of one-third of the common
28 fund falls well within the norms accepted by state and federal courts in California in comparable

1 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
2 recovery under the common fund doctrine was approved by the California Supreme Court in
3 *Laffitte v. Robert Half*.

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

6 23. At my office, this case was primarily handled by Peter Carlson and me. Mr.
7 Carlson works exclusively with me on employment law matters and has been in practice for 8
8 years as set forth in his concurrently filed declaration. He bills at the hourly rate of \$575/hour. I
9 have been in practice for 21 years, with most of those years handling complex litigation and for
10 nearly the last 15 years, my practice has almost entirely consisted of handling class action wage
11 and hour matters. My billing rate is \$775/hour. I believe these rates are The hourly rates above
12 are comparable to those of other attorneys with equal or similar experience, if not somewhat
13 lower (i.e., the Laffrey Matrix at www.laffreymatrix.com indicates that the benchmark rate for a 8-
14 10 year attorney to be \$676/hour and a 11-19 year attorney at \$764/hour, and a 20+ year attorney
15 at \$919/hour). Moreover, the Wolters Kluwer 2017 Real Rate Report (“Real Rate Report”)
16 provides directly applicable information in this regard. The Real Rate Report is based on an
17 enormous and statistically significant compilation of data: 25.8 million billing entries and 23.9
18 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02
19 billion in fees billed. (See Wolters Kluwer’s ELM Solutions, Inc., 2017 Real Rate Report). The
20 Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners
21 and associates in major metropolitan areas. For the southern California area, which is based on
22 billing entries for 1,125 partners and 1,566 associates, the Real Rate Report states that: (a) the
23 rates for partners in Los Angeles is between \$640 and \$869.75 per hour for the middle and upper
24 quartiles, and (b) the rates for associates in Los Angeles is between \$478.74 and \$638.97 for the
25 median and upper quartiles. And, perhaps most importantly, the information provided in the Real
26 Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other
27 publications – instead, the Real Rate Report is based on the actual hours and fees billed by law
28 firms.

24. I have reviewed the work performed on the case. The table below includes a summary of the hours worked, plus an estimated 35 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the claims administrator and defense counsel to finalize this matter. The total lodestar for my firm is approximately \$116,130 through the conclusion of this matter, resulting in a negative multiplier, as noted in the chart below:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel/Partner</i> (21 years)	\$775	85²	\$65,875
Peter J. Carlson <i>Senior Associate</i> (8 years)	\$575	87.4	\$50,255
Grand Total for All Attorneys			\$116,130

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

26. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediator

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

1 fees including travel to mediation, and other incidental expenses directly related to this action.
2 The Settlement Agreement provided up to \$10,000 in costs. Through final approval, my office
3 incurred \$10,637.20 in litigation costs (see Exhibit "B" attached hereto). However, since we
4 capped the costs at \$10,000, that is the amount we are seeking. Defendants do not oppose this
5 request for costs.

6 REASONABLENESS OF REQUESTED SERVICE AWARDS

7 27. I also believe that the service award of \$2,500 for Plaintiff is fair and warranted
8 for the reasons outlined in the motion. After the original Plaintiff sold out the Class Members
9 and entered into a secret settlement with Defendants, Mr. Eurich came forward and worked
10 directly with my office to allow this matter to be brought to a successful conclusion for the Class.
11 Indeed, his participation was an essential element that allowed Class Counsel to settle the case.
12 Defendants do not oppose the requested service awards.

13 SUBMISSION TO THE LWDA

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

16 EXHIBITS AND CONCLUSION

17 29. The Settlement Agreement is attached hereto as Exhibit "A."

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

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

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

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on March 4, 2022, at Riverside, California.

27
28 By: 
Brian J. Mankin, Esq.

EXHIBIT “A”

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Attorneys for Defendants ePac Los Angeles, LLC, ePac Norcal, LLC, ePac Holdings, LLC and ePac, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CESAR TORRES, on a representative basis
and on behalf of all others similarly situated;

Plaintiff,

vs.

EPAC LOS ANGELES, LLC, a Delaware
Limited Liability Company; EPAC
NORCAL, LLC, a Delaware Limited Liability
Company; EPAC HOLDINGS, LLC, a
Delaware Limited Liability Company; EPAC,
LLC, a Delaware Limited Liability Company;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVDS2017140
[Assigned to Hon. Judge David Cohn, Dept.
S26, for all purposes]

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

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiff Mark Eurich, individually, and on behalf of all others similarly situated, and on
3 behalf of the State of California as a Private Attorney General, and Defendants ePac Los
4 Angeles, LLC, ePac Norcal, LLC, ePac Holdings, LLC and ePac, LLC, and is approved by their
5 respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Torres v. ePac Los*
8 *Angeles, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVDS2017140.

9 2. "Aggrieved Employee(s)" means all current and former non-exempt employees
10 employed by Defendants in California at any time during the PAGA Period, who have not
11 previously released his/her PAGA Released Claims.

12 3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
13 Action Settlement Agreement and Release of Claims.

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

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

21 6. "Class Period" is deemed to be any time during the period of August 24, 2016,
22 through the Preliminary Approval Date or July 24, 2021, whichever occurs sooner.

23 7. "Class Representative" or "Plaintiff" means and refers to Mark Eurich. (Cesar
24 Torres is specifically excluded from this Settlement and Agreement as a Plaintiff, Class
25 Representative, Class Member and Aggrieved Employee, pursuant to his direct settlement with
26 Defendants and the Court's order.)

27 8. "Complaint" refers to the operative complaint on file in the Action at the time the
28 Preliminary Approval Order is granted, alleging class and representative PAGA claims. By way

of background, the complaint was originally filed on August 24, 2020, amended to allege PAGA claims on November 13, 2021. Additionally, the complaint will be further amended prior to the filing of the motion for preliminary approval to substitute Mark Eurich as the named Plaintiff and therein remove Cesar Torres from the Action.

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

10. “Defendants” means and refers to ePac Los Angeles, LLC, ePac Norcal, LLC, ePac Holdings, LLC and ePac, LLC.

11. “Defendants’ Counsel” or “Defense Counsel” means and refers to Travis Jang Busby of Gordon Rees Scully Mansukhani, LLP.

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

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

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

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

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

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

5 18. “Notice” means the notice of settlement of class action that will be sent to the
6 Settlement Class Members substantially in form as set forth in Exhibit “A.”

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

9 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
10 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant
11 to Paragraph 64(c) below.

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

16 22. “PAGA Period” is deemed to be any time during the period of August 24, 2019,
17 through the Preliminary Approval Date or July 24, 2021, whichever occurs sooner.

18 23. “PAGA Released Claims” by the Aggrieved Employees upon Final Approval of
19 the Settlement means any and all PAGA claims that Plaintiff alleged against the Released
20 Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in
21 the operative Complaint in the Action and in the LWDA notice letter(s), including all PAGA
22 claims seeking civil penalties that is premised upon (1) failure to pay minimum wages, (2) failure
23 to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5)
24 failure to pay vested vacation, (6) failure to timely pay wages each period and upon separation of
25 employment, (7) failure to provide accurate itemized wage statements, and (8) all other claims
26 for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et*
27 *seq.* that could have been alleged based on the facts or claims alleged in the Complaint. The time
28 period governing the PAGA Released Claims shall be any time during the PAGA Period. The

1 PAGA Released Claims do not release any Aggrieved Employee's claims for wages or statutory
2 penalties.

3 24. "Participating Class Member" means any and all Settlement Class Members who
4 are deemed to participate and receive an Individual Settlement Payment and do not opt-out by
5 submitting timely valid Requests for Exclusion.

6 25. "Parties" or "Settling Parties" mean Plaintiff, the Settlement Class, and
7 Defendants, collectively.

8 26. "Preliminary Approval Date" means the date the Court approves the Settlement
9 Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

10 27. "Preliminary Approval Order" means the judicial Order to be entered by the
11 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
12 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of
13 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a
14 hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and
15 costs. Defendants will not object to Plaintiff's motion for preliminary approval, but will be
16 provided with an opportunity to review and comment upon the motion at least five court days
17 before it is filed.

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

22 29. "Released Claims" by the Participating Class Members upon Final Approval of
23 the Settlement will include any and all claims stated in the operative Complaint and those that
24 could have been made based solely upon the facts alleged in the operative Complaint in the
25 Action, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
26 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay vested
27 vacation, (6) failure to timely pay wages each period and upon separation of employment, (7)
28 failure to provide accurate itemized wage statements, (8) unfair and unlawful competition, (9) all

1 other claims for statutory penalties based on the facts or claims alleged in the Complaint; and (10)
2 attorneys' fees and costs of litigation associated with this Action.

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

7 31. "Release Period" shall be the time period governing the Released Claims which
8 shall be the same as the Class Period.

9 32. "Release" shall mean the release and discharge of the Released Claims by
10 Plaintiff and all of the Participating Class Members. The *res judicata* effect of the Judgment will
11 be the same as that of the Release.

12 33. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 65(a)
13 below.

14 34. "Service Payment" or "Service Award" means the amount approved by the Court
15 to be paid to Class Representative Mark Eurich in addition to his Individual Settlement Payment
16 as a Participating Class Member and individual PAGA payment as an Aggrieved Employee.

17 35. "Settlement Administrator" means and refers to Simpluris, the third-party class
18 action settlement administrator agreed to by the Parties, that will provide the Notice to the Class
19 Members and distribute the settlement amounts as described in this Agreement.

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

1 37. “Settlement Class” or “Covered Position” consists of all current and former non-
2 exempt employees employed by Defendants in California at any time during the Class Period,
3 who have not previously released his/her Released Claims against Defendants.

4 38. “Settlement Class Member” or “Class Member(s)” refers to individual members
5 of the Settlement Class. Defendants represent that there are 58 Settlement Class Members.

6 39. “Work Weeks” or “Weeks Worked” for each Settlement Class Members means
7 any and all weeks during the Class Period in which the Settlement Class Member was employed
8 by Defendants in California and worked at least one shift during the week.

9 **B. General Terms**

10 40. Former Plaintiff Cesar Torres filed a class and representative PAGA action
11 complaint in the Court on August 24, 2020 against Defendants and Does 1 through 10, and then
12 subsequently amended the complaint on November 13, 2021 to add PAGA claims. At some
13 point during the Action, Torres settled directly with Defendants. After extensive motion
14 practice, a mediation occurred which resulted in an agreement to substitute the named Plaintiff
15 and settled all claims in principal. Accordingly, pursuant to the settlement and the naming of a
16 substitute Plaintiff and Class Representative, the operative second amended Complaint alleges
17 class and representative PAGA claims, on behalf of Plaintiff Mark Eurich, and the following
18 causes of action: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure
19 to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay vested vacation, (6)
20 failure to timely pay wages each period and upon separation of employment, (7) failure to
21 provide accurate itemized wage statements, (8) unfair and unlawful competition, and (9) related
22 claims under PAGA.

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

25 42. The Class Representative believes he can proceed with the representative and
26 class claims, that the Action is meritorious, and that class certification is appropriate.

27 43. The Parties have conducted a thorough investigation into the facts of the Action.
28 This includes conducting an extensive exchange of informal discovery, including Defendants’

1 written policies and practices and the production of a sampling of payroll and timekeeping
2 records for Settlement Class Members. Class Counsel is both knowledgeable about and has done
3 extensive research with respect to the applicable law and potential defenses to the claims of the
4 Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members'
5 claims against Defendants. Based on the foregoing data and on their own independent
6 investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants
7 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
8 and adequate and is in the best interest of the Class Members in light of all known facts and
9 circumstances, including the risk of significant delay and uncertainty associated with litigation,
10 various defenses asserted by Defendants, the fact that the former plaintiff settled directly with
11 Defendants and without Class Counsel's knowledge, and numerous potential appellate issues.

12 44. On May 18, 2021, Class Counsel, Defense Counsel and Defendants participated
13 in mediation before Hon. Jonathan Cannon (ret.), a retired judge and highly experienced wage
14 and hour class action mediator. The matter resolved at mediation pursuant to a mediator's
15 recommendation.

16 45. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
17 to be performed or judgments to be entered pursuant to the terms of the Settlement and
18 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of
19 any statute or law or liability on the claims or allegations in the Action. The Parties further agree
20 that this Agreement, the fact of this Settlement, any of the terms of this Agreement, and any
21 documents filed in connection with the Settlement shall not constitute, or be offered, received,
22 claimed, construed, or deemed as a finding, or evidence of: (i) any wrongdoing by any Released
23 Parties, (ii) any violation of any statute or law by Released Parties, (iii) any liability on the
24 claims or allegations in the Action on the part of any Released Parties, (iv) any waiver of rights
25 relating to the defense of the Action, or (v) the propriety of certifying a class or pursuing
26 representative relief under the PAGA in the Action or any other civil or administrative
27 proceeding; and this Agreement shall not be used by any person for any purpose whatsoever in
28 any administrative or legal proceeding, including but not limited to arbitrations, other than a

proceeding to enforce the terms of the Agreement.

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

C. Terms of Settlement

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

(a) Maximum Settlement Amount: The Parties agree to settle this Action for One Hundred and Twenty Thousand Dollars (\$120,000) ("the Maximum Settlement Amount"). The Maximum Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Payments, Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, all Settlement Administration Costs, and PAGA Penalties. Defendants shall separately pay the employers' share of their payroll tax obligations, which shall be reported through the Settlement Administrator. Other than the employer's share of payroll tax, under no circumstance will Defendants be required to pay more than the Maximum Settlement Amount.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Maximum Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Awards, or Settlement Administrator Costs, the difference shall be placed in the Net Settlement Amount and

1 allocated to the Settlement Class.

2 (c) Individual Settlement Payments for the Settlement Class: Individual
3 Settlement Payments will be calculated and apportioned from the Net Settlement Amount based
4 on the number of Work Weeks a Settlement Class Member worked during the Class Period.
5 Specific calculations of Individual Settlement Payments will be made as follows:

- 6 • Defendants will calculate the total number of Work Weeks worked by each
7 Settlement Class Member during the Class Period and the aggregate total
8 number of Work Weeks worked by all Settlement Class Members during the
9 Class Period.
- 10 • To determine each Settlement Class Member's estimated Individual
11 Settlement Payment, the Settlement Administrator will use the following
12 formula: The Net Settlement Amount will be divided by the aggregate total
13 number of Work Weeks, resulting in the "Work Week Value." Each
14 Settlement Class Member's Individual Settlement Payment will be calculated
15 by multiplying his or her total number of Work Weeks during the Class Period
16 by the Work Week Value.
- 17 • Individual Settlement Payments will be reduced by any required deductions
18 for each Participating Class Member as specifically set forth herein, including
19 employee-side tax withholdings or deductions.
- 20 • The entire Net Settlement Amount will be disbursed to all Participating Class
21 Members. If there are any valid and timely Requests for Exclusion, the
22 Settlement Administrator shall proportionally increase the Individual
23 Settlement Payment for each Participating Class Member according to the
24 number of Work Weeks worked, so that the amount actually distributed to the
25 Settlement Class equals 100% of the Net Settlement Amount.

26 (d) Allocation of Individual Settlement Payments: The Individual Settlement
27 Payments will be allocated based on the allegations in the Action as follows: one-third (33.34%)
28 will be allocated as wages subject to withholding of all applicable local, state and federal taxes;

1 and the remaining two-thirds (66.66%) will be allocated equally between interest (33.33%) and
2 as penalties (33.33%) (pursuant to, e.g., California Labor Code sections 203, 210, 226, 2699)
3 from which no taxes will be withheld. The Settlement Administrator will issue to each
4 Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms
5 with respect to the wage allocation and a Form 1099 with respect to the penalties and interest
6 allocations.

7 (e) Service Payment to Class Representative: The amount, if any, awarded to
8 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
9 exceed \$2,500, in exchange for the service that Plaintiff performed on behalf of the Class.
10 Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of
11 the Maximum Settlement Amount. The Class Representative will be issued IRS Form 1099 in
12 connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
13 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
14 Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void
15 this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment,
16 the difference shall be added to the Net Settlement Amount to be distributed to the Participating
17 Class Members.

18 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
19 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
20 Maximum Settlement Amount (\$40,000.00), plus reasonable litigation costs not to exceed
21 \$10,000 ("Attorney's Fees and Cost Award"). Defendants agree not to oppose any contention by
22 Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's
23 Fee and Cost Award shall be paid from the Maximum Settlement Amount, and except for this
24 award, Defendants shall have no further obligation to pay any attorneys' fees, costs or expenses
25 to Class Counsel. Should the Court approve a lesser amount than what is sought by Class
26 Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the
27 Participating Class Members. Any Court order awarding less than the amount sought by Class
28 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the

1 Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
2 reflecting the amount of attorneys' fees and costs awarded by the Court.

3 (g) Settlement Administration Costs: The fees and other charges of the
4 Settlement Administrator will be paid from the Maximum Settlement Amount, not to exceed
5 \$4,000 unless approved by all Parties and the Court.

6 (h) PAGA Penalties: The Parties agree that \$10,000 is allocated to PAGA
7 Penalties, and is to be paid from the Maximum Settlement Amount, subject to Court approval.
8 Of this amount, \$7,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under
9 the Private Attorney General Act of 2004 ("PAGA") and \$2,500 (25%) will be paid to the
10 Aggrieved Employees on a Work Week basis, which will be treated entirely as civil penalties
11 and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice
12 to the LWDA of the Settlement.

13 (i) Tax Liability: Class Counsel and Defendants make no representations as
14 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
15 the Settlement Class Members are not relying on any statement or representation by Class
16 Counsel or Defendants in this regard. Plaintiff and Participating Class Members understand and
17 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
18 their respective Settlement Amounts described herein. The amount of federal income tax
19 withholding will be based upon a flat withholding rate for supplemental wage payments in
20 accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax
21 withholding will also be made pursuant to applicable state and/or local withholding codes or
22 regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
23 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement.
24 If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after
25 the date of this Agreement, the processes set forth in this Section may be modified in a manner to
26 bring Defendants into compliance with any such changes. Plaintiff and Participating Class
27 Members understand and agree that they will be solely responsible for the payment of any taxes
28 and penalties assessed on their respective payments described herein.

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

48. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including, but not limited

1 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans,
2 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
3 intention that this Settlement will not affect any rights, contributions, or amounts to which any
4 Settlement Class Members may be entitled under any benefit plans. The Parties agree that the
5 amounts paid pursuant to this Settlement are not for days or hours worked, and are not included
6 toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

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

17 50. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
18 adequate, and will so represent same to the Court.

19 **D. Release by Plaintiff, the Aggrieved Employees, and the Settlement Class**

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

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

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

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

7 55. Regardless of submitting a valid Request for Exclusion, no Class Member shall
8 have the right to opt-out or otherwise exclude themselves from releasing the PAGA Released
9 Claims.

10 56. Class Representative, on behalf of himself and the Settlement Class, acknowledge
11 and agree that the claims for unpaid wages and unreimbursed expenses in the Action, and
12 untimely payment of wages in the Action, are disputed, and that the payments set forth herein
13 constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself
14 and the Settlement Class, acknowledge and agree that California Labor Code Section 206.5 are
15 not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

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

19 **F. Interim Stay of Proceedings**

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

23 **G. Notice Process**

24 58. Appointment of Settlement Administrator. The Parties have agreed to the
25 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
26 including mailing the Notice, using standard devices to obtain forwarding addresses,
27 independently reviewing and verifying documentation associated with any claims or opt-out
28 requests, resolving any disputes regarding the calculation or application of the formula for

1 determining the Individual Settlement Payments and the portion of the PAGA Penalties owed to
2 the Aggrieved Employees, drafting and mailing the settlement checks to Participating Class
3 Members and to the Aggrieved Employees, issuing W-2 and 1099 Tax Forms, unclaimed funds
4 due diligence, reporting and remittance obligations, and performing such other tasks as set forth
5 herein or as the Parties mutually agree or that the Court orders.

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

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

27 61. Notice. The Notice, in a form as agreed to by the parties in Exhibit A and as
28 approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class

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

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

63. Disputes Regarding Information on Notices. Class Members are deemed to participate in the Settlement, unless they opt-out. The Notice will inform Class Members of his/her estimated Individual Settlement Payment and the number of Weeks Worked during the Class Period. Class Members may dispute their Weeks Worked if they feel they should be credited with more Work Weeks than Defendants' records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks and estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the

Individual Settlement Payments; accordingly, in no event will Defendants be required to increase the Maximum Settlement Amount.

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

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

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

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE EPAC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Aggrieved

1 Employee who requests timely exclusion will still be subject to the PAGA Released Claims to
2 the fullest extent permitted by law and receive a share of PAGA Penalties.

3 All Parties and their counsel, including Defendants' respective owners, officers and
4 managers, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any
5 means.

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

13 (c) Objections to Settlement. Any Settlement Class Member, other than
14 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member shall
15 inform the Settlement Administrator, in writing, of his or her objection which must be
16 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
17 objection shall include the objecting Settlement Class Member's full name, address, telephone
18 number, and dates of employment with Defendants, the case name and number, the basis for the
19 objection, including any legal support and each specific reason in support of the objection, as
20 well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class
21 Member is represented by counsel, the name and address of his or her counsel. The Settlement
22 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within
23 three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its
24 declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any
25 Participating Class Member who files an objection remains eligible to receive monetary
26 compensation from the Settlement. Plaintiff and Defendants shall not be responsible for any
27 fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
28 objections to the Settlement. Submitting an objection does not preserve the right to appeal a

1 final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely
2 and properly intervening or filing a motion to vacate the judgment under Code of Civil
3 Procedure § 663.

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

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

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

20 (g) Defective Submissions. If a Settlement Class Member's Request for
21 Exclusion or objection is defective as to the requirements listed herein, that Settlement Class
22 Member will be given an opportunity to cure the defect(s). The Settlement Administrator will
23 mail the Settlement Class Member a cure letter within three (3) business days of receiving the
24 defective submission to advise the Settlement Class Member that his or her submission is
25 defective and that the defect must be cured to render the Request for Exclusion or objection
26 valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or
27 (ii) 15 calendar days from the date of the cure letter to postmark or fax a revised Request for
28 Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or

received by fax within that period, it will be deemed untimely.

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

67. Distribution of Funds. No later than ten (10) calendar days after the deposit of the payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, mail to the Aggrieved Employees their portion of the PAGA Penalties, and will pay itself the Settlement Administration Costs.

68. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member or Aggrieved Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member and/or Aggrieved Employee. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement

1 checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the
2 event a Participating Class Member and/or Aggrieved Employee notifies the Settlement
3 Administrator that he or she believes that a settlement check has been lost or stolen, the
4 Settlement Administrator shall immediately stop payment on such check. If the check in
5 question has not been negotiated prior to the stop payment order, the Settlement Administrator
6 will issue a replacement check.

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

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

13 70. Promptly after execution of this Settlement Agreement, Plaintiff will move the
14 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
15 as approved by counsel for both Parties, and set forth in Exhibit "B," accomplishing the
16 following:

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

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

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

23 (d) Preliminarily approving this Settlement;

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

25 (f) Preliminarily appointing Plaintiff as representative of the proposed
26 Settlement Class;

27 (g) Preliminarily approving Class Counsel to represent the Settlement Class;

28 ///

1 (h) Appointing Simpluris as the Settlement Administrator, and order the
2 Settlement Administrator to provide notice of the Settlement as outlined;

3 (i) Staying all litigation of the Action pending the Final Approval Hearing,
4 except as necessary to implement and effectuate the Settlement; and

5 (j) Ordering that the preliminary approval of the Settlement, conditional
6 certification of the Settlement Class, and all actions associated with them, are undertaken on the
7 condition that they shall be vacated if the Settlement Agreement is disapproved in whole or in
8 part by the Court, or any appellate court and/or other court of review in which event the
9 Settlement Agreement and the fact that it was entered into shall not be offered, received, or
10 construed as an admission or as evidence for any purpose, including but not limited to an
11 admission by any Party of liability or non-liability or of the certifiability of a litigation class or
12 the appropriateness of maintaining a representative action.

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

14 71. In connection with the Final Approval Hearing provided for in this Settlement
15 Agreement, Class Counsel shall submit a proposed Final Approval Order. At least 5 days prior to
16 filing the proposed Final Approval Order, Class Counsel will provide to Defendant's Counsel a
17 copy of the proposed order for approval. The parties must agree on the Final Approval Order
18 before it is filed. The Final Approval Order shall contain terms:

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

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

24 (c) Holding the Settlement Administrator has fulfilled its initial notice and
25 reporting duties under the Settlement and that the Class Notice (i) constituted the best practicable
26 notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise
27 Class Members of the pendency of the Action, and their right to exclude themselves from or
28 object to the proposed Settlement and to appear at the Final Approval Hearing; (iii) was

1 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
2 notice; and (iv) met all applicable requirements of due process, and any other applicable rules or
3 law;

4 (d) Holding Plaintiff and Class Counsel may adequately represent the
5 Settlement Class for the purpose of entering into and implementing the Agreement;

6 (e) Holding that without affecting the finality of the Final Approval and Final
7 Judgment, the Court retains continuing jurisdiction over Plaintiff, Defendants, and Settlement
8 Class Members, as to all matters concerning the administration, consummation, and enforcement
9 of this Settlement Agreement;

10 (f) Holding that as of the Effective Date of the Release, Plaintiff and
11 Settlement Class Members compromised, settled, discharged, and provided the release of the
12 Released Claims, during the Class Period, against Defendants and the Released Parties, and are
13 bound by the provisions of this Settlement Agreement;

14 (g) Holding that notwithstanding the submission of a timely Request for
15 Exclusion, Class Members are still bound by the PAGA Release portion of the Settlement and
16 the State's claims for civil penalties pursuant to PAGA is extinguished;

17 (h) Holding this Settlement Agreement and the Final Approval order and
18 Final Judgment are binding on, and have *res judicata* and preclusive effect in, all pending and
19 future lawsuits or other proceedings that encompass Plaintiff's and Settlement Class Members'
20 claims released herein, and that are maintained by or on behalf of Plaintiff and Settlement Class
21 Members;

22 (i) Holding the Settlement provided for herein, and any proceedings
23 undertaken pursuant thereto, are not, and should not in any event be offered, received, or
24 construed as evidence of, a presumption, concession, or an admission by any Party of liability or
25 non-liability or of the certifiability or non-certifiability of a litigation class or collective, or that
26 PAGA representative claims may validly be pursued; and

27 (j) Entering judgment approving settlement, thereby permanently barring all
28 Settlement Class Members from prosecuting any Released Claims against any of the Released

Parties.

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

J. Voiding the Agreement

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

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

K. Other Terms

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

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

77. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment. Class Counsel shall provide

1 Defendants' Counsel with copies of the Preliminary Approval Motion and Final Approval
2 Motion for review at least three business days prior to the filing deadline.

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

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

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

28 ///

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

5 To the Settlement Class:

6 Brian Mankin
7 **brian@LMLfirm.com**
8 Lauby, Mankin & Lauby LLP
9 4590 Allstate Drive
 Riverside, CA 92501
 Tel: (951) 320-1444 | Fax: (951) 320-1445

10 To Defendants:

11 Travis Jang-Busby
12 **tjang-busby@grsm.com**
13 Gordon Rees Scully Mansukhani, LLP
14 633 West Fifth Street, 52nd floor
15 Los Angeles, CA 90071
 Telephone: (213) 270-7868 | Fax: (213) 680-4470

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

24 83. Captions and Interpretations. Paragraph titles or captions contained herein are
25 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
26 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
27 Settlement Agreement is contractual and not merely a recital.

28 ///

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

5 85. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
6 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
7 provide written notice to the other Party and allow an opportunity to cure the alleged
8 deficiencies, and Plaintiff and Defendants agree to seek the help of the mediator to resolve any
9 dispute they are unable to resolve informally. During this period, the Parties shall bear their own
10 attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding
11 instituted by any person or entity other than Plaintiff or Defendants.

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

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

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

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

28 ///

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

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

10 92. Delivery to LWDA. Plaintiffs shall submit this Settlement Agreement and
11 proposed settlement to the LWDA as required by Labor Code Section 2699(l)(2) at the same
12 time that it is submitted to the Court for preliminary approval.

13 93. Confidentiality. The Parties and their counsel agree to keep the terms of the
14 Settlement confidential until the filing of Plaintiff's motion for preliminary approval. Plaintiff,
15 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
16 initiate any contact with the press, respond to any press inquiry or have any communication with
17 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this
18 Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably
19 required by law or in furtherance of business purposes, including the fulfillment of obligations
20 stated in this Settlement Agreement or limit Class Counsel's communications with the Class
21 Members in furtherance of approval of this Settlement.

22 Dated: July 15, 2021

PLAINTIFF AND CLASS REPRESENTATIVE:



Mark Eurich (Jul 15, 2021 20:52 PDT)

Mark Eurich

25 Dated: July 16, 2021

CLASS COUNSEL:

LAUBY, MANKIN & LAUBY LLP



Brian J. Mankin
Attorneys for Plaintiff

1 Dated: ^{August} July 2, 2021

DEFENDANTS:

EPAC LOS ANGELES, LLC, EPAC NORCAL, LLC,
EPAC HOLDINGS, LLC, AND EPAC, LLC

2
3
4 By:  Travis K. Jang-Busby

5 Title: Chief Financial Officer EPAC Holdings LLC,
6 Member of EPAC LOS Angeles, EPAC NORCAL and
7 EPAC LLC

8 Dated: August 2, 2021

DEFENDANTS' COUNSEL:

GORDON REES SCULLY MANSUKHANI, LLP

9 
10 Travis K. Jang-Busby, Esq.
11 Attorneys for Defendants

12 END OF DOCUMENT

EXHIBIT “B”

Selection Criteria

Clie.Selection Include: Torres v ePac
Slip.Transaction Type Expense
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
583028	EXP	SJA	24	0.06	1.44
8/21/2020		Copying			
WIP		Torres v ePac		Do Not Bill	
24 copies @ \$0.06 for demand for docs to employer					
583029	EXP	SJA	1	15.40	15.40
8/21/2020		Postage			
WIP		Torres v ePac		Do Not Bill	
Postage for the month of August 2020					
583058	EXP	SJA	1	1617.20	1617.20
8/26/2020		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 4817780 FILE AND CONFORM:					
-SUMMONS					
-SUMMONS ADDITIONAL PARTIES					
-COMPLAINT					
-CCCS					
-CERT. OF ASSIGNMENT					
ADV. FEES					
Court: San Bernardino County Superior Court -					
Central District					
583086	EXP	EBF	1	75.00	75.00
9/1/2020		Court fees			
WIP		Torres v ePac		Do Not Bill	
LWDA Torres v. ePac LWDA Case No.					
LWDA-CM-804533-20 - Check #596					
583087	EXP	EBF	1	0.50	0.50
9/1/2020		Postage			
WIP		Torres v ePac		Do Not Bill	
LWDA Torres v. ePac LWDA Case No.					
LWDA-CM-804533-20 - Check #596					
583371	EXP	SJA	1	107.70	107.70
9/22/2020		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Bosco Inv 4884167 Serve:EPAC NORCAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					
583226	EXP	SJA	324	0.06	19.44
9/30/2020		Copying			
WIP		Torres v ePac		Do Not Bill	
272 copies @ \$0.06 for Letters to employers					
48 copies @ \$0.06 for Letter to employer (new address)					
4 copies @ \$0.06 for POS to Court					
583227	EXP	SJA	1	48.50	48.50
9/30/2020		Postage			
WIP		Torres v ePac		Do Not Bill	
Postage for the month of September 2020					
583383	EXP	SJA	1	236.75	236.75
9/30/2020		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 4884219 Serve:EPAC LLC, A DELAWARE LIMITED LIABILITY COMPANY SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					
583460	EXP	SJA	1	181.65	181.65
10/6/2020		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 4883963 Serve:EPAC LOS ANGELES, LLC, A DELAWARE LIMITED LIABILITY COMPANY SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
583390	EXP	SJA	8	0.06	0.48
10/31/2020		Copying			
WIP		Torres v ePac		Do Not Bill	
4 copies @ \$0.06 for POS to Court					
4 copies @ \$0.06 for POS to Court					
583391	EXP	SJA	1	1.00	1.00
10/31/2020		Postage			
WIP		Torres v ePac		Do Not Bill	
Postage for the month of October 2020					
583796	EXP	SJA	1	39.70	39.70
11/16/2020		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 5068492 File and Conform:					
- Amended Summons					
- First Amended Complaint					
Court: San Bernardino County Superior Court -					
Central District					
583778	EXP	SJA	4	0.20	0.80
11/30/2020		Copying			
WIP		Torres v ePac		Do Not Bill	
4 copies @ \$0.20 for POS to Court					
583779	EXP	SJA	1	0.50	0.50
11/30/2020		Postage			
WIP		Torres v ePac		Do Not Bill	
Postage for the month of November 2020					
583814	EXP	SJA	1	94.00	94.00
12/7/2020		Court fees			
WIP		Torres v ePac		Do Not Bill	
CourtCall ID #10988346 for 12-4-20 CMC					
583871	EXP	SJA	1	203.95	203.95
1/7/2021		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 5218264 File and conform in Dept. S26					
by noon.					
-Ex Parte Application					
-Declaration					
-Proposed Order					
Advance fee					
Court: San Bernardino County Superior Court -					
Central District					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
583872	EXP	SJA	2	94.00	188.00
1/12/2021		Court fees			
WIP		Torres v ePac		Do Not Bill	
CourtCall ID #11037452 & #11037429 for Case management conference and ex-parte on 1-8-21 (BJM and PJC)					
583886	EXP	SJA	1	103.50	103.50
1/13/2021		Court fees			
WIP		Torres v ePac		Do Not Bill	
Inv 000196 from Regina Vega for court transcripts for 12-4-20 hearing					
583887	EXP	SJA	1	248.40	248.40
1/13/2021		Court fees			
WIP		Torres v ePac		Do Not Bill	
Inv 000199 from Regina Vega for court transcripts for 1-8-21 hearing					
583896	EXP	SJA	1	461.75	461.75
1/18/2021		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 4884185 Serve:EPAC HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; GUIDELINES FOR THE COMPLEX LITIGATION PROGRAM; ADR Court: San Bernardino County Superior Court - Central District					
584275	EXP	SJA	8	0.06	0.48
2/26/2021		Copying			
WIP		Torres v ePac		Do Not Bill	
8 copies @ \$0.06 for Notice of Name Change					
584276	EXP	SJA	1	0.51	0.51
2/26/2021		Postage			
WIP		Torres v ePac		Do Not Bill	
Postage for the month of February 2021					
584291	EXP	SJA	1	192.65	192.65
3/5/2021		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 5421100 File and conform in Dept. S26. -Joint Ex Parte Application -Declaration					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
-Notice of Lodging					
Advance fee					
Court: San Bernardino County Superior Court - Central District					
584288	EXP	SJA	1	94.00	94.00
3/8/2021		Court fees			
WIP		Torres v ePac		Do Not Bill	
CourtCall ID #11123099 for 3-5-21 ex-parte					
584365	EXP	SJA	1	4075.00	4075.00
4/1/2021		Mediation Fees			
WIP		Torres v ePac		Do Not Bill	
JAMS Inv 5645994 for mediation with Hon. Jonathon Cannon (Ret.)					
RECEIVED REFUND FROM JAMS IN THE AMOUNT OF \$1,425 (11/3)					
584550	EXP	SJA	1	300.00	300.00
5/5/2021		Mediation Fees			
WIP		Torres v ePac		Do Not Bill	
JAMS Ref #1240024509 Initial Non-Refundable Fee					
585112	EXP	SJA	1	1500.00	1500.00
6/29/2021		Experts			
WIP		Torres v ePac		Do Not Bill	
Berger Consulting Inv 4349					
585723	EXP	MAA	1	72.45	72.45
8/24/2021		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 6034891					
File and conform.					
-Stipulation; Proposed Order					
Advance fee					
Court: San Bernardino County Superior Court - Central District					
585877	EXP	MAA	1	156.95	156.95
9/22/2021		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Bosco Inv 6137875					
File and conform.					
-Motion					
-Declaration					
-Proposed Order					
Advance fee					
Court: San Bernardino County Superior Court -					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
Central District					
586043	EXP	MAA	1	11.00	11.00
11/22/2021		Court fees			
WIP		Torres v ePac		Do Not Bill	
San Bernardino Superior Court Receipt # SC-2021-66194 to Fax docs to court for MPA					
586079	EXP	MAA	1	94.00	94.00
12/7/2021		Court fees			
WIP		Torres v ePac		Do Not Bill	
CourtCall ID #11402048 for 12-6-21 MFA					
586578	EXP	MAA	1	6.50	6.50
2/8/2022		Court fees			
WIP		Torres v ePac		Do Not Bill	
San Bernardino Superior Court PMT621591 to pull signed order on MPA					
586633	EXP	TLG	1	300.00	300.00
3/4/2022		Attorney Servic			
WIP		Torres v ePac		Do Not Bill	
Estimated cost for Bosco to file MFA and supporting docs					
586634	EXP	TLG	1	188.00	188.00
3/28/2022		Court fees			
WIP		Torres v ePac		Do Not Bill	
Estimated cost for Courtcall for MFA and add'l hearings					
Grand Total					
			0.00		0.00
			0.00		10637.20
			0.00		10637.20

EXHIBIT “C”