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

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

ROBERT THREADGILL, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DECKER TRUCK LINE, INC., a Iowa
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS2018856
*[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: July 24, 2023
Time: 9:00 a.m.
Dept: S26

Complaint filed: August 6, 2020

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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1 **COUNSEL’S EXPERIENCE**

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

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

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

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

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorneys of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 107 current and former truck drivers who resided in California and who were employed by Defendant Decker Truck Line, Inc. at any time during the Class Period of August 6, 2016, through November 12, 2022 (the “Class Members”).

8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$382,499.03, after the deductions set forth in the chart below:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 700,000.00
Attorneys’ Fees (1/3)	\$ 233,333.33
Litigation Costs	\$ 18,667.64
Administrator Costs	\$ 5,500.00
PAGA Penalties	\$ 50,000.00
Class Representative’s Service Award	\$ 5,000.00
<i>Net Settlement Amount</i>	\$ 382,499.03

9. The process of mailing the Class Notice was very successful, as 96% of the Notices were deemed deliverable by the Settlement Administrator.

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

11. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class with an average payment of \$3,574.76 per Class Member based on a payment of \$57.88 per week worked, and the release is narrowly limited to the claims alleged.

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

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

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

19 14. As set forth above, I have handled well over 250 class and representative actions,
20 have been appointed as class counsel and have successfully resolved approximately half of those
21 actions, and many others remain pending and will successfully resolve in the future while
22 recovering in excess of \$250 million dollars for my clients and Class Members. This is
23 substantially better than average accordingly to Mayer Brown LLP's study entitled, An
24 Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.* (9th Cir.
25 2014) 753 F.3d 918, which found that only one-third of class actions are successful, compared to
26 two-thirds that are defeated and result in no payment to the class members.¹

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

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

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
8 Counsel is seeking a fee of \$233,333.33, which is one-third of the Settlement Amount.

9 17. There are several additional factors why I believe that the Court should award
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
11 resulted in a common fund settlement amount of \$700,000 **that will pay each Class Member**
12 **\$57.88 per week worked.** This is a very good result in light of the disputed nature of the claims
13 alleged. This result was achieved by the work and success of my office, who negotiated the
14 settlement after extensive work (opposing Defendant's motion to quash, Writ of Mandate and
15 Petition for Review to the California Supreme Court, followed by discovery and depositions),
16 investigation, mediation, and substantial work thereafter.

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

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

26 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
27 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
28 substantial amount of time, money, and resources, and have done so since the inception of this

1 case without any payment or compensation. If Plaintiff had lost this case, we would have
2 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
3 my office, which is a small firm.

4 21. Fifth, the request for attorney's fees in the amount of one-third of the common
5 fund falls well within the norms accepted by state and federal courts in California in comparable
6 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
7 recovery under the common fund doctrine was recently approved by the California Supreme
8 Court in *Laffitte v. Robert Half*.

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

11 23. At my office, this case was primarily handled by Peter Carlson, a senior
12 associated within our office, while I performed the role of the supervising attorney. As set forth
13 in his declaration, Mr. Carlson works exclusively with me on employment law matters and has
14 been in practice for 9 years. He bills at the hourly rate of \$575/hour. I have been in practice for
15 22 years, with most of those years handling complex litigation and for over the last 15 years, my
16 practice has almost entirely consisted of handling class action wage and hour matters. My billing
17 rate is \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who
18 handle complex class action litigation, if not somewhat lower.

19 24. The hourly rates above are comparable to those of other attorneys with equal or
20 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
21 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
22 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
23 Real Rate Report ("Real Rate Report"), provides directly applicable information in this regard.
24 The Real Rate Report is based on an enormous and statistically significant compilation of data.
25 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
26 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
27 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
28 partners and associates in major metropolitan areas. In 2018, for the southern California area,

which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

25. The table below includes a summary of the hours worked, 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 \$242,537.50 through the conclusion of this matter, as shown in the chart below:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (22 Years)	\$775	136²	\$105,400
Peter Carlson <i>Senior Associate</i> (9 Years)	\$575	238.5	\$137,137.50
Grand Total for All Attorneys			\$242,537.50

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

27. 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 preparing for and attending the hearing, as well as 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 \$20,000 in costs. Through final approval, my office
3 incurred \$18,667.64 in litigation costs (see Exhibit “B” attached hereto). The saving will be
4 placed in the Net Settlement Amount for payment to the Class Members. Defendants do not
5 oppose this request for costs.

6 REASONABLENESS OF REQUESTED SERVICE AWARDS

7 28. I also believe that the service award of \$5,000 for Plaintiff is fair and warranted
8 for the reasons outlined in his declarations and in the motion. He came forward and worked
9 directly with my office in analyzing the claims and documents, and providing valuable
10 information. (See his declaration for supporting information.) Indeed, his participation was an
11 essential element of Defendants’ desire to mediate and of the pre and post mediation analysis
12 that allowed Class Counsel to settle the case. Of course, he also took on various risks, including
13 the risk that he could have been ordered to pay Defendants’ costs if he lost and the risk of
14 retaliation and being black-balled in the industry. Finally, Defendants do not oppose the
15 requested service award.

16 SUBMISSION TO THE LWDA

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

19 EXHIBITS AND CONCLUSION

20 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
21 “A.”

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

24 32. The LWDA’s confirmation of receipt of this Motion and Declaration is attached
25 hereto as Exhibit “C.”

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

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on June 29, 2023, at Riverside, California.

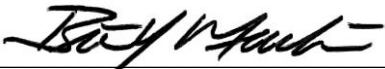
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5 Brian J. Mankin, Esq.
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EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ROBERT THREADGILL, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DECKER TRUCK LINE, INC., an Iowa
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS2018856

*[Assigned to Honorable David Cohn, Dept.
S26, for all purposes]*

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

Complaint filed: August 6, 2020

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Robert Threadgill, individually and on behalf of all others similarly
3 situated, and Defendant Decker Truck Line, Inc., and is approved by their respective counsel of
4 record, subject to the terms and conditions hereof and the Court's approval.

5 **A. Definitions**

6 As used herein, for the purposes of this Settlement Agreement only, the following terms
7 shall be defined as set forth below:

8 1. "Action" or "Lawsuit" means and refers to the case entitled *Robert Threadgill v.*
9 *Decker Truck Line, Inc., et al.*, Superior Court of California, County of San Bernardino, Case
10 No. CIVDS2018856.

11 2. "Agreement" or "Settlement Agreement" shall mean this Class Action and PAGA
12 Settlement Agreement and Release of Claims.

13 3. "Aggrieved Employees" means all current and former truck drivers who resided
14 in California and who were employed by Defendant at any time during the PAGA Period.
15 Defendant represents that there are approximately 70 eligible Aggrieved Employees as of the
16 date of mediation on September 13, 2022.

17 4. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby Mankin
18 Lauby LLP.

19 5. "Class Data" means a complete list that Defendant will diligently and in good
20 faith compile from its records and provide to the Settlement Administrator on one or more
21 spreadsheets and shall include the Settlement Class Members' full names; last known addresses;
22 last known telephone numbers (if available); Social Security Numbers; the total Weeks Worked
23 during the PAGA Period for each Aggrieved Employee; and the total Weeks Worked during the
24 Class Period for each Settlement Class Member.

25 6. "Class Period" is deemed to be any time during the period of August 6, 2016
26 through November 12, 2022.

27 7. "Class Representative" or "Plaintiff" means and refers to Robert Threadgill.

28 8. "Complaint" refers to the operative complaint in the Action, alleging Class

1 Claims and representative PAGA Claims.

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

4 10. “Defendant” means and refers to Decker Truck Line, Inc.

5 11. “Defendant’s Counsel” or “Defense Counsel” means and refers to Lewis Brisbois
6 Bisgaard & Smith LLP.

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

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

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

22 15. “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph
23 51(a) below.

24 16. “Individual Settlement Payment(s)” shall have the meaning ascribed to it in
25 Paragraph 51(c) below.

26 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 51(b)
27 below.

28 18. “Notice” means the notice of class action and PAGA settlement that will be sent

1 to the Settlement Class Members and Aggrieved Employees.

2 19. “Notice Response Deadline” is thirty (30) calendar days from the date the Notice
3 is mailed to the Settlement Class Members and Aggrieved Employees.

4 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
5 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with
6 respect to the Released Class Claims, pursuant to Paragraph 74(c) below.

7 21. “PAGA” means the California Private Attorneys General Act of 2004, California
8 Labor Code §§ 2698 *et seq.*

9 22. “PAGA Penalties” means the total amount of civil penalties that the Parties have
10 agreed will be paid from the Gross Settlement Amount to settle the PAGA Claims, allocated
11 75% to the California Labor and Workforce Development Agency (“LWDA”) in accordance
12 with PAGA, and 25% for the individual PAGA payments to Aggrieved Employees, as set forth
13 further below in Paragraph 51(h).

14 23. “PAGA Period” is deemed to be any time during the period of August 6, 2019,
15 through November 12, 2022.

16 24. “PAGA Released Claims” or “PAGA Claims” by the Aggrieved Employees upon
17 Final Approval of the Settlement means the PAGA claims that Plaintiff alleged against the
18 Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the
19 facts stated in the Complaint and in the relevant LWDA notice letter, including all PAGA claims
20 seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay for
21 rest and recovery periods under California Labor Code § 226.2, (c) failure to reimburse business
22 expenses, (d) failure to timely pay wages each period, (e) failure to timely pay wages upon
23 separation of employment, (f) failure to provide accurate itemized wage statements, and (g) all
24 other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in
25 the Complaint.

26 25. “Participating Class Member” means any and all Settlement Class Members who
27 are deemed to participate, who will receive an Individual Settlement Payment, and who do not
28 opt-out by submitting a timely, valid Request for Exclusion.

1 26. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.

2 27. “Preliminary Approval Date” means the date the Court preliminarily approves the
3 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

4 28. “Preliminary Approval Order” means the judicial Order to be entered by the
5 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
6 and providing for the issuance of the Notice to the Settlement Class and Aggrieved Employees,
7 an opportunity for Settlement Class Members to opt-out of the Settlement, an opportunity to
8 submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of
9 Settlement, including approval of attorneys’ fees and costs.

10 29. “QSF” means the Qualified Settlement Fund set up by the Settlement
11 Administrator for the benefit of the Final Settlement Class and Aggrieved Employees, and from
12 which the settlement payments shall be made, and which is intended to be a fund that qualifies
13 under Internal Revenue Code Sec. 468.

14 30. “Released Class Claims” or “Class Claims” by the Participating Class Members
15 upon Final Approval of the Settlement will include all claims stated in the Complaint and those
16 based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b)
17 failure to pay for rest and recovery periods under California Labor Code § 226.2, (c) failure to
18 reimburse business expenses, (d) failure to timely pay wages upon separation of employment, (e)
19 failure to provide accurate itemized wage statements, (f) unfair and unlawful competition, and
20 (g) all other claims that reasonably could have arisen out of the allegations made and based on
21 the facts alleged in the Complaint.

22 31. “Released Parties” means Defendant and their past and present officers, directors,
23 shareholders, members, partners, managers, employees, agents, principals, heirs, representatives,
24 accountants, auditors, consultants, insurers and reinsurers, and their respective parent
25 corporations, subsidiaries, divisions, affiliates, attorneys, predecessors, successors and assigns.

26 32. “Release” shall mean (1) the release and discharge of the Released Class Claims
27 by Plaintiff and all Participating Class Members, and (2) the release and discharge of the PAGA
28 Released Claims by Plaintiff, the State of California, and all of the Aggrieved Employees. The

1 *res judicata* effect of the Judgment will be the same as that of the Release of the Released Class
2 Claims and PAGA Released Claims.

3 33. “Request for Exclusion” means and refers to a valid and timely request for
4 exclusion from the Settlement of the Released Class Claims, which may be submitted by any
5 Settlement Class Member, other than Plaintiff, pursuant to Paragraph 74(a) below.

6 34. “Service Payment” or “Service Award” means, as set forth further in Paragraph
7 51(e) below, the amount approved by the Court to be paid from the Gross Settlement Amount to
8 the Class Representative, Robert Threadgill, in addition to his Individual Settlement Payment as
9 a Participating Class Member and Aggrieved Employee.

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

14 36. “Settlement Administration Costs” means the costs payable from the Gross
15 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
16 but not limited to, printing, distributing, and tracking documents for this Settlement, tax
17 reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property
18 due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount,
19 and providing necessary reports and declarations, as requested by the Parties.

20 37. “Settlement Class” consists of all current and former truck drivers who resided in
21 California and who were employed by Defendant at any time during the Class Period. Defendant
22 represents that there are approximately 109 eligible Class Members as of the date of mediation
23 on September 13, 2022.

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

26 39. “Weeks Worked” means all calendar weeks in which the Settlement Class
27 Member or Aggrieved Employee was employed by Defendant as a truck driver, based on hire
28 date, re-hire date(s) (as applicable), and separation date(s) (as applicable).

1 **B. General Terms**

2 40. Plaintiff filed a class action and representative PAGA action complaint with the
3 Court on August 6, 2020 against Defendant and Does 1 through 20, alleging class and
4 representative PAGA claims, including: (1) failure to pay minimum wages, (2) failure to pay for
5 rest and recovery periods under California Labor Code § 226.2, (3) failure to provide rest breaks,
6 (4) failure to provide meal periods, (5) failure to reimburse for business expenses, (6) failure to
7 timely pay final wages, (7) failure to provide accurate itemized wage statements, (8) unfair and
8 unlawful competition pursuant to California Business and Professions Code §§ 17200 *et seq.*,
9 and (9)-(16) related claims under PAGA. Pursuant to California Labor Code § 2699.3, subd. (a),
10 Plaintiff gave timely written notice to Defendant and the LWDA by sending his August 4, 2020
11 LWDA notice letter.

12 41. On April 12, 2021, Defendant filed a Motion to Quash Service of Summons and
13 Complaint based on the theory that the Court did not have personal jurisdiction over Defendant.
14 On July 27, 2021, the Court heard arguments and denied Defendant's Motion to Quash. Then,
15 on August 6, 2021, Defendant filed a Petition for Writ of Mandate to the Court of Appeal, which
16 was summarily denied on August 16, 2021. Defendant then filed a Petition for Review with the
17 California Supreme Court on August 26, 2021, which was denied on October 20, 2021.
18 Thereafter, Defendant filed its Answer to the Complaint on or around November 1, 2021.

19 42. Plaintiff then moved forward with discovery and began a meet and confer process
20 over allegedly deficient responses, and an informal discovery conference was held on April 11,
21 2022. However, class discovery was stayed by agreement due to Defendant's filing of a Motion
22 for Summary Judgment/Adjudication (the "MSJ") as to all of Plaintiff's individual claims in the
23 Complaint on February 14, 2022.

24 43. On June 14, 2022, after full briefing and hearing argument from counsel, the
25 Court granted summary adjudication in Defendant's favor as to Plaintiff's Third, Fourth,
26 Eleventh, and Twelfth Causes of Action (based on FMCSA preemption of meal period and rest
27 break claims), but the Court denied the MSJ in all other respects.

28 44. After the Court's ruling on Defendant's MSJ, the Parties agreed to stay further

proceedings and attend private mediation.

45. Defendant denies Plaintiff's claims and allegations and contends that the Action is not suitable for class certification or manageable as a class or representative action.

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

47. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including Defendant's written policies and practices and confirmation regarding the uniform payroll and timekeeping practices for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

48. On September 13, 2022, Plaintiff and Defendant participated in mediation before Steven Rottman, a highly regarded wage and hour mediator. The Action resolved at mediation pursuant to a mediator's proposal.

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

50. Stipulation to Class Certification and Representative Treatment. For settlement purposes only, Defendant will stipulate that the Settlement Class Members described herein who do not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for

1 representative treatment for purposes of settlement. This stipulation to certification and
2 representative treatment is in no way an admission that class action certification and/or
3 representative treatment is proper and shall not be admissible in this or in any other action except
4 for the sole purpose of enforcing this Agreement. Nor should Defendant's stipulation to
5 conditional class certification and representative treatment be deemed as a waiver to any
6 additional defenses against class or representative action treatment, including but not limited to
7 Defendant's right to exclude Settlement Class Members who signed binding arbitration
8 agreements, if any, from participating in this Action. Should, for whatever reason, the Court fail
9 to issue Final Approval, the Parties' stipulation to class certification and representative treatment
10 as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and
11 shall not be admissible in connection with, the issue of whether or not certification and/or
12 representative treatment would be appropriate in a non-settlement context. Defendant expressly
13 reserves its rights and declares that it would continue to oppose class certification, representative
14 treatment, and the substantive merits of the case should the Court decline to issue Final
15 Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue
16 class certification, representative treatment, and a trial should the Court decline to issue Final
17 Approval.

18 **C. Terms of Settlement**

19 51. The financial terms of the Settlement are as follows:

20 (a) Gross Settlement Amount: The Parties agree to settle this Action for
21 Seven Hundred Thousand Dollars (\$700,000) ("the Gross Settlement Amount"). The Gross
22 Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement
23 Payments, Attorneys' Fees and Costs Award, the Service Payment to the Class Representative,
24 all Settlement Administration Costs, PAGA Penalties, and interest. Defendant shall separately
25 pay the employer's share of applicable payroll tax obligations due on the wage portions of the
26 Individual Settlement Payments, which shall be reported through the Settlement Administrator.

27 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
28 Gross Settlement Amount less the court-approved Attorneys' Fees and Costs Award, the court-

1 approved Service Payment to the Class Representative, the court-approved Settlement
2 Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs
3 Award, Service Payment to the Class Representative, or Settlement Administration Costs, or
4 either increases or decreases the amount allocated to the PAGA Penalties, the Net Settlement
5 Amount shall be increased or decreased accordingly.

6 (c) Individual Settlement Payments: Individual Settlement Payments for the
7 Settlement Class will be calculated and apportioned from the Net Settlement Amount based on
8 the number of Weeks Worked by a Settlement Class Member during the Class Period. Specific
9 calculations of Individual Settlement Payments will be made as follows:

10 • Defendant will calculate the total number of Weeks Worked by
11 each Settlement Class Member during the Class Period and the aggregate total number of Weeks
12 Worked by all Settlement Class Members during the Class Period.

13 • To determine each Settlement Class Member's estimated
14 Individual Settlement Payment, the Settlement Administrator will use the following formula:
15 The Net Settlement Amount will be divided by the aggregate total number of Weeks Worked,
16 resulting in the "Workweek Value." Each Settlement Class Member's Individual Settlement
17 Payment will be calculated by multiplying his or her total number of Weeks Worked during the
18 Class Period by the Workweek Value.

19 • Individual Settlement Payments will be reduced by any required
20 deductions for each Participating Class Member as specifically set forth herein, including
21 employee-side tax withholdings and deductions.

22 • The entire Net Settlement Amount will be disbursed to all
23 Participating Class Members. If there are any valid and timely Requests for Exclusion, the
24 Settlement Administrator shall proportionally increase the Individual Settlement Payment for
25 each Participating Class Member according to the number of Weeks Worked, so that the amount
26 actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

27 (d) Allocation of Individual Settlement Payments: The Individual Settlement
28 Payments will be allocated based on the allegations in the Action as follows: One-third

(33.34%) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; one-third (33.33%) will be allocated as penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226, etc.) from which no taxes will be withheld; and one-third (33.33%) will be allocated as interest from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payment to Class Representative: The amount, if any, awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$10,000, in exchange for the services Plaintiff performed on behalf of the Class (including taking steps to support the Settlement) and for entering into the general and expansive release discussed hereinafter. Defendant agrees not to oppose this request if Plaintiff does not request exclusion from the Settlement Class and does not take any action, directly or indirectly, to undercut this Settlement. The Service Payment to Plaintiff will be paid out of the Gross Settlement Amount. The Class Representative will be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement or to appeal this aspect of the Court's ruling. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of not more than one-third of the Gross Settlement Amount (\$233,333.33), plus reasonable litigation costs not to exceed \$20,000 ("Attorneys' Fees and Cost Award"), subject to Court approval. The Attorneys' Fees and Cost Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the

1 difference shall be added to the Net Settlement Amount to be distributed to the Participating
2 Class Members. The Parties agree that any amount awarded as attorneys' fees and costs to Class
3 Counsel less than the requested amount shall not be a basis for Class Counsel to rescind or
4 otherwise void this Settlement Agreement. The Settlement Administrator shall issue to Class
5 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the
6 Court.

7 (g) Settlement Administration Costs: The fees and other charges of the
8 Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed \$5,500
9 unless approved by all Parties and the Court.

10 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA
11 Penalties and is to be paid from the Gross Settlement Amount, subject to the Court's approval.
12 Of this amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under
13 the Private Attorney General Act of 2004 ("PAGA") and \$12,500 (25%) will be paid to the
14 Aggrieved Employees based upon the number of Weeks Worked by each Aggrieved Employee
15 during the PAGA Period, which will be treated entirely as civil penalties and shall be reported as
16 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
17 Settlement.

18 (i) Tax Liability: Class Counsel, Defendant, and Defendant's counsel make
19 no representations as to the tax treatment or legal effect of Settlement Amounts called for
20 hereunder, and Plaintiff, Settlement Class Members, and Aggrieved Employees are not relying
21 on any statement or representation by Class Counsel, Defendant, or Defendant's counsel in this
22 regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree
23 that they will be solely responsible for the payment of any taxes and penalties assessed on their
24 respective Settlement Amounts described herein. The amount of federal income tax withholding
25 will be based upon a flat withholding rate for supplemental wage payments in accordance with
26 Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
27 be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2
28 and/or Forms 1099 will be distributed at the times and in the manner required by the Internal

1 Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the
2 regulations promulgated thereunder, or other applicable tax law, are changed after the date of this
3 Agreement, the processes set forth in this Section may be modified in a manner to bring
4 Defendant into compliance with any such changes. Plaintiff, Participating Class Members, and
5 Aggrieved Employees understand and agree that they will be solely responsible for the payment
6 of any taxes and penalties assessed on their respective payments described herein and will hold
7 Defendant harmless from and against any claims resulting from treatment of such payments as
8 non-taxable damages.

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

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

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

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

26 54. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
27 adequate, and will so represent same to the Court.
28

1 **D. Release by Plaintiff and Participating Class Members**

2 55. Upon entry of the Final Approval Order and Defendant's funding of the Gross
3 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
4 Agreement, the Participating Class Members will forever completely release and discharge the
5 Released Parties from the Released Class Claims for the Class Period. It is the intent of the
6 Parties that the Final Approval Order and judgment entered by the Court shall have full equitable
7 and collateral estoppel and *res judicata* effect and be final and binding upon Participating Class
8 Members regarding the Released Class Claims.

9 56. Each Participating Class Member will be deemed to have made the foregoing
10 Release as if by manually signing it.

11 57. Upon entry of the Final Approval Order and Defendant's funding of the Gross
12 Settlement Amount, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, and on
13 behalf of the State of California and all Aggrieved Employees, will forever completely release
14 and discharge the Released Parties from the PAGA Released Claims for the PAGA Period. It is
15 the intent of the Parties that the Final Approval Order and judgment entered by the Court shall
16 have full equitable and collateral estoppel and *res judicata* effect and be final and binding upon
17 Aggrieved Employees regarding the PAGA Released Claims.

18 58. Each Aggrieved Employee and the LWDA will be deemed to have made the
19 foregoing Release as if by manually signing it.

20 59. Plaintiff and Defendant intend that the Settlement described in this Agreement
21 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
22 arbitration, demand, or other action of any kind, by each and all of the Participating Class
23 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
24 Released Class Claims. The Class Members shall be so notified in the Notice. This paragraph
25 only applies to Participating Class Members and, thus, does not apply to any Class Member who
26 timely and validly submits a Request for Exclusion.

27 60. Plaintiff and Defendant also intend that the Settlement described in this
28 Agreement will release and preclude any further PAGA claim, whether by lawsuit,

1 administrative claim or action, arbitration, demand, or other PAGA action of any kind, by each
2 and all of the Aggrieved Employees to obtain a recovery based on, arising out of, and/or related
3 to any and all of the PAGA Released Claims. The Aggrieved Employees shall be so notified in
4 the Notice and Class Counsel shall provide appropriate notice to the LWDA of this Agreement
5 prior to the filing of the Motion for Preliminary Approval. This paragraph is not intended to
6 preclude any Aggrieved Employee other than Plaintiff from bringing any claim other than a
7 PAGA claim.

8 61. Class Representative, on behalf of himself and the Participating Class Members,
9 acknowledges and agrees that the claims, including claims for unpaid wages, unreimbursed
10 expenses, and untimely payment of wages are disputed, and that the payments set forth herein
11 constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself
12 and the Participating Class Members, acknowledges and agrees that California Labor Code §§
13 206.5 and 2804 are not applicable to the Parties hereto. Section 206.5 provides in pertinent part
14 as follows:

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

18 **E. Release by Class Representative**

19 62. As a material inducement to Defendant to enter into this Settlement Agreement
20 and in consideration of the Service Award, and in addition to the Class Representative's release
21 of the Released Class Claims and PAGA Released Claims, Class Representative does hereby, for
22 himself and for his respective spouses, domestic partners, marital community, children, estates,
23 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
24 conservators, guardians, personal representatives, and assigns forever and completely release and
25 discharge and covenants not to sue the Released Parties with respect to any and all claims,
26 demands, liens, agreements, contracts, covenants, actions, suits, causes of action, wages,
27 obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees,
28 damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise,

whether now known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held as against said Released Parties, or any of them. Such released claims include specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, agreements, obligations and causes of action, known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Class Representative's employment with Defendant or the remuneration for or termination of such employment, as alleged in the operative Complaint, arising out of or in any way connected with any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims or pleadings filed by Class Representative against any Released Party prior to the date hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever; or arising out of or in any way connected with any transactions, occurrences, acts or omissions occurring prior to the date hereof, including specifically without limiting the generality of the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Constitution, the California Labor Code, the California Civil Code, the California Government Code, the California Business & Professions Code, the California Family Rights Act, the California Fair Employment and Housing Act, the California Industrial Welfare Commission Wage Orders, or any other federal, state, or local statute or regulation (collectively, the "Class Representative's Claims").

63. Class Representative agrees that there is a risk that any injury that he may have suffered by reason of the Released Parties' relationship with him might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Class Representative agrees to forever and fully release and discharge the Released Parties, and understands that by the execution of this

1 Settlement Agreement no further claims for any such injuries that existed at the time of the
2 execution of this Settlement Agreement may ever be asserted by Class Representative with
3 respect to claims arising in the time period from the beginning of time to the execution of this
4 Settlement Agreement.

5 64. Class Representative expressly waives and relinquishes all rights and benefits
6 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
7 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
8 Code of the State of California states:

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

14 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
15 full and complete release and discharge of all parties, Class Representative and Class Counsel
16 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
17 without limitation, all claims that Class Representative knew of, as well as all claims that he does
18 not know or suspect to exist in his favor against the Released Parties, or any of them, for the time
19 period from the beginning of time to the execution of this Settlement Agreement, and that this
20 Settlement Agreement contemplates the extinguishment of any such Class Representative's
21 claims. Notwithstanding the above, the general release by Class Representative shall not extend
22 to claims for workers' compensation benefits, claims for unemployment benefits, or other claims
23 that may not be released by law.

24 65. Class Representative represents and warrants that he has not filed and will not file
25 any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind
26 against Defendant or the Released Parties. Class Representative represents and warrants that the
27 only pending claims against Defendant or the Released Parties are included in this Action.
28

1 **F. Interim Stay of Proceedings**

2 66. Pending completion of all of the prerequisites necessary to effectuate this
3 Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings in the
4 Action except such as are necessary to effectuate the Settlement.

5 **G. Notice Process**

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

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

28 69. Class Data. Within fourteen (14) calendar days after entry of the Preliminary

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

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

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

25 72. Disputes Regarding Information on Notices of Settlement. Class Members are
26 deemed to participate in the Settlement, unless they timely opt-out, and Aggrieved Employees
27 may not opt-out of the PAGA Released Claims. The Notice will inform Class Members of
28 his/her estimated Individual Settlement Payment and the number of Weeks Worked during the

1 Class Period and during the PAGA Period. Class Members may dispute their Weeks Worked if
2 they feel they should be credited with more Weeks Worked than Defendant's records show by
3 timely submitting evidence to the Settlement Administrator. Defendant's records will be
4 presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement
5 Administrator will evaluate the evidence submitted by the Class Member and provide the
6 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
7 faith about the evidence to determine the Class Member's actual number of Weeks Worked and
8 estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to
9 agree, they agree to submit the dispute to the Settlement Administrator to render a final decision.
10 Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object
11 or opt-out, unless extended by the Court. In the event that the Settlement Administrator
12 increases the number of Weeks Worked for any Settlement Class Member, then the Settlement
13 Administrator will recalculate the Participating Class Members' Individual Settlement Payments;
14 accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

15 73. Declaration of Due Diligence. The Settlement Administrator shall provide
16 counsel for the Parties, at least twenty-five (25) calendar days prior to the Final Approval
17 Hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the
18 Notices of Settlement.

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

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

1 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT
2 CLASS IN THE DECKER TRUCK LINE LAWSUIT. I
3 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM
4 THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
5 MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

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

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

27 (c) Objections to Settlement of the Released Class Claims. Any Settlement
28 Class Member, other than Plaintiff, may object to the terms of this Agreement, except as to the

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

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

1 writs.

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

5 (f) Settlement Class Members will have until the Notice Response Deadline
6 to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The
7 Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what
8 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the
9 request of Class Counsel or Defense Counsel.

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

20 75. Funding of the Settlement Amount. Defendant shall make a one-time deposit into
21 the QSF of the Gross Settlement Amount within fifteen (15) calendar days after the Effective
22 Date. Defendant separately shall pay its share of employer payroll taxes as calculated and
23 directed by the Settlement Administrator. Once Defendant has complied with its obligation set
24 forth in this paragraph, it shall be deemed to have satisfied all of the terms and conditions of this
25 Agreement, shall be entitled to all the protections afforded it under the Agreement, and shall
26 have no further obligations under the Agreement, regardless of what occurs with respect to the
27 further administration of the Settlement. The Settlement Administrator (and not Defendant) shall
28 issue the applicable W-2s and IRS Form 1099 reflecting all payments to the Participating Class

Members and Aggrieved Employees.

76. Distribution of Funds. No later than ten (10) calendar days after the deposit of the Gross Settlement Amount 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, the payments to Aggrieved Employees for PAGA Penalties, and will pay itself the Settlement Administration Costs.

77. 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's 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 or Aggrieved Employee. The release will be binding upon all Participating Class Members and Aggrieved Employees 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 Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

78. No person shall have any claim against Defendant or the Released Parties,

1 Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on
2 mailings, distributions, payments or reports made in accordance with or pursuant to this
3 Agreement. This provision does not, however, prevent a Party from seeking enforcement of this
4 Agreement.

5 79. Without prejudice to any other remedies, the Settlement Administrator shall agree
6 to be responsible for any breach of its obligations (whether committed by the Settlement
7 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless
8 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
9 and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

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

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

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

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

18 (c) Directing the mailing of the Notice by first class mail to the Settlement
19 Class Members and Aggrieved Employees;

20 (d) Preliminarily approving this Settlement; and

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

22 81. Reallocation of Settlement Proceeds. In the event the Court fails, on its first
23 hearing, to approve this Agreement because the amount of the PAGA Penalties is not adequate,
24 then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within
25 this Agreement, in order to try to achieve Final Approval of the Agreement upon any subsequent
26 Court hearings.

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

28 82. In connection with the Final Approval Hearing provided for in this Settlement

Agreement, Class Counsel shall submit a proposed Final Approval Order:

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

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

(c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any PAGA Released Claims against any of the Released Parties.

83. Final Judgment. The Settlement Administrator shall give the Participating Class Members and Aggrieved Employees notice of the entry of Final Judgment on a postcard or letter that will be included with the Individual Settlement Payments.

J. Voiding the Agreement

84. All Parties, signatories, and their counsel shall not encourage opt-outs or objections to this Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

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

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

K. Other Terms

87. 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.

88. Full and Complete Defense. This Agreement may be pleaded by any Released

1 Party as a full and complete defense to, and may be used as the basis for an injunction against,
2 any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted,
3 asserting any Released Class Claim or PAGA Released Claim.

4 89. Parties' Authority. The signatories hereto represent that they are fully authorized
5 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
6 hereof. The signatories hereto further represent that the Parties to this Agreement are
7 represented by competent counsel, and they have had an opportunity to consult with counsel
8 prior to authorizing its execution.

9 90. No Publicity. The Parties will not publicize the Settlement or disclose it to third
10 parties, except as required or necessary to effectuate its terms and comply with law, including the
11 payment of taxes. Specifically, Plaintiff and Plaintiff's counsel shall not publicize the settlement
12 on their websites, in advertising/marketing materials or on social media. The Parties and their
13 counsel agree that they will not issue any press releases or initiate any contact with the media
14 about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry
15 about the settlement from the media, counsel may respond only after the motion for preliminary
16 approval of the settlement has been filed and only by confirming the accurate terms of the
17 settlement. Nothing in this provision shall prevent Defendant from making any required
18 disclosure.

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

1 Defendant's Counsel with copies of the Preliminary Approval Motion and Final Approval
2 Motion for review at least five (5) court days prior to the filing deadline.

3 92. 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 93. No Admission. Defendant denies any and all liability to Plaintiff, any Settlement
8 Class Member, and/or any Aggrieved Employee in this Action, as to any and all causes of action
9 that were asserted or that might have been asserted in this Action. Nonetheless, Defendant
10 wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial
11 expense and the inconvenience and distraction of protracted and burdensome litigation.
12 Defendant also has taken into account the uncertainty and risks inherent in litigation, and without
13 conceding any infirmity in the defenses that they have asserted or could assert against Plaintiff,
14 has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner
15 and upon the terms and conditions set forth in this Agreement.

16 94. Inadmissibility of Agreement. Whether or not the Court issues the Final
17 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,
18 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
19 the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered
20 into this Settlement Agreement with the intention of avoiding further disputes and litigation with
21 the 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 have no force or effect.

28 95. Notices. Unless otherwise specifically provided herein, all notices, demands, or

1 other communications pursuant to this Agreement shall be in writing and shall be deemed to
2 have been duly given as of the third business day after mailing by United States registered or
3 certified mail, return receipt requested, addressed:

4 To the Settlement Class Members and Aggrieved Employees:

5 Brian Mankin
6 *brian@LMLfirm.com*
7 Lauby Mankin Lauby LLP
8 5198 Arlington Avenue, PMB 513
9 Riverside, CA 92504
10 Tel: (951) 320-1444 | Fax: (951) 320-1445

11 To Defendant:

12 Katherine C. Den Bleyker
13 *katherine.denbleyker@lewisbrisbois.com*
14 Lewis Brisbois Bisgaard & Smith LLP
15 633 West 5th Street, Suite 4000
16 Los Angeles, CA 90071
17 Tel: 213.250.1800 | Fax: 213.250.7900

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

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

98. Modification. This Settlement Agreement may not be changed, altered, or
modified, except in writing and signed by the Parties hereto, and approved by the Court. This

1 Settlement Agreement may not be discharged except by performance in accordance with its
2 terms or by a writing signed by all of the Parties hereto.

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

10 100. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
11 dismissal pursuant to the terms of this Agreement, that, pursuant to California Code of Civil
12 Procedure Section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of
13 this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and
14 obligations of this Agreement.

15 101. Enforceability. Pursuant to California Evidence Code Section 1123(a) and (b),
16 this Agreement is intended by the Parties to be, and shall be, enforceable, binding, and
17 admissible in a court of law.

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

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

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

28 105. Signatures of All Class Members and Aggrieved Employees Unnecessary to be

1 Binding. It is agreed that, because the members of the Settlement Class and Aggrieved
2 Employees are numerous, it is impossible or impractical to have each Class Member and
3 Aggrieved Employee execute this Settlement Agreement. The Notice will advise all Settlement
4 Class Members and Aggrieved Employees of the binding nature of the releases provided herein
5 and such shall have the same force and effect as if this Settlement Agreement were executed by
6 each Settlement Class Member and Aggrieved Employee.

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

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

16
17 Dated: October 25, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:

18 
19 Robert Dee Threadgill (Oct 25, 2022 15:28 PDT)
20 Robert Threadgill

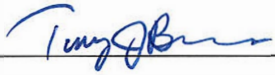
21
22 Dated: October 25, 2022

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

23
24 
25 Brian J. Mankin
26 Peter J. Carlson
27 Attorneys for Plaintiff
28

1 Dated: ^{November 1}~~October~~ __, 2022

DEFENDANT:
DECKER TRUCK LINE, INC.

3 
4 _____

5 By: Timothy J. Burns

6 Title: Sec/ Treas

8 Dated: November 1, 2022

DEFENDANT'S COUNSEL:
LEWIS BRISBOIS BISGAARD & SMITH LLP

10 
11 _____

12 Katherine C. Den Bleyker
13 William B. Richards, Jr.
14 Attorneys for Defendant

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END OF DOCUMENT

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00437 Threadgill v Decker Truck (Active Only)

Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Robert Threadgill</u> <u>14000-00437 Threadgill v Decker Truck</u>									
08-03-2020	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	75.00	0.00	1.00	75.00
LWDA - Check #584									
08-03-2020	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	1,475.00	0.00	1.00	1,475.00
Clerk of the Court San Bernardino - Complaint Fee - Check #60147 - Check Void CCA to file complaint and stop payment fee on check									
09-22-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	29.95	0.00	1.00	29.95
Bosco Inv 4894075 FILE AND CONFORM: - SUMMONS - COMPLAINT - CCCS - CERT OF ASSIGNMENT Court: San Bernardino County Superior Court - Central District									
09-30-2020	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	220.00	13.20
136 copies @ \$0.06 for Letters to employer and complaint 84 copies @ \$0.06 for Copies of Complaint									
09-30-2020	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	11.55	0.00	1.00	11.55
Postage for the month of September 2020									
10-21-2020	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	269.80	0.00	1.00	269.80
Bosco Inv 4874278 Serve: DECKER TRUCK LINE, INC. AN IOWA CORPORATION SUMMONS: COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; INITIAL CASE MANAGEMENT CONFERENCE ORDER; MAILING COVER SHEET REGARDING INITIAL COMPLEX ORDER AND GUIDELINES; ADR Court: San Bernardino County Superior Court - Central District									
11-30-2020	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	6.00	0.36
6 copies @ \$0.06 for POS to Court									
11-30-2020	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	0.50	0.00	1.00	0.50
Postage for the month of November 2020									
02-26-2021	Approved		Non-Billable	E101 Copying	Aguilera, Sophia J.	0.06	0.00	8.00	0.48
8 copies @ \$0.06 for Notice of Name Change									

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00437 Threadgill v Decker Truck (Active Only)

Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Robert Threadgill</u> <u>14000-00437 Threadgill v Decker Truck</u>									
02-26-2021	Approved		Non-Billable	E108 Postage	Aguilera, Sophia J.	0.51	0.00	1.00	0.51
Postage for the month of February 2021									
03-15-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	94.00	0.00	1.00	94.00
CourtCall ID #11133021 for 3-12-21 CMC									
06-14-2021	Approved		Non-Billable	Attorney Service	Aguilera, Sophia J.	89.70	0.00	1.00	89.70
Bosco Inv 5777784 File and conform in Dept. S26. -Opposition -Declaration x2 Court: San Bernardino County Superior Court - Central District									
07-15-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	2.60	0.00	1.00	2.60
PACER Fees 4/1/21 - 6/30/21									
07-28-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Sophia J.	94.00	0.00	1.00	94.00
Court Call #11296503 for 7/27/2021 hearing									
09-23-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	94.00	0.00	1.00	94.00
Court Call #11338775 for 9/22/21 CMC									
11-24-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	94.00	0.00	1.00	94.00
Court Call #11392741 for 11/22/21 Case management conference									
05-11-2022	Approved		Non-Billable	E115 Court reporting and transcripts	Grossi, Tracie L.	2,669.19	0.00	1.00	2,669.19
Network Deposition Services Inv#A22050783 for deposition of Timothy Burns on 4/26/22									
05-11-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	61.95	0.00	1.00	61.95
Bosco Inv#7065595 Document Preparation - Opposition to Motion for Summary Judgment - filing pulled as hearing was continued									
06-13-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	109.95	0.00	1.00	109.95

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00437 Threadgill v Decker Truck (Active Only)

Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Robert Threadgill</u>									
<u>14000-00437 Threadgill v Decker Truck</u>									
BOSCO INV# 7210210									
File and conform in Dept. S26.									
-Objection									
Court: San Bernardino County Superior Court - Central District									
Completed on: 06/09/2022									
06-15-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID# 1536885 - Courtcall for 6/14/22 MSJ									
06-28-2022	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	12,500.00	0.00	1.00	12,500.00
Fees for mediation with Steve Rottman on 9/13/22									
07-08-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	149.00	0.00	1.00	149.00
Bosco Inv#7162814									
File and conform in Dept. S26.									
-Opposition									
-Separate Statement									
-Declaration x2									
Court: San Bernardino County Superior Court - Central District									
Completed on: 05/31/2022									
08-01-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	8.00	0.48
8 copies @ .06 for Nlc of Change of Address									
08-01-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	0.57	0.00	1.00	0.57
11-29-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	169.65	0.00	1.00	169.65
Bosco Inv #8000831									
File and conform.									
-Motion									
-Declaration									
-Proposed Order									
Advance fee									
Court: San Bernardino County Superior Court - Central District									
Completed on: 11/28/2022									
03-28-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11676573 for 3/27/23 MPA									
03-28-2023	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	2.50	0.00	1.00	2.50
San Bernardino Superior Court fee for copy of signed order on PA									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00437 Threadgill v Decker Truck (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Robert Threadgill</u>									
<u>14000-00437 Threadgill v Decker Truck</u>									
06-29-2023	Approved		Non-Billable	Attorney Service	Chiarto, Tracie	350.00	0.00	1.00	350.00
Estimated costs to file MFA and supporting documents via Bosco									
07-24-2023	Approved		Non-Billable	Attorney Service	Chiarto, Tracie	144.00	0.00	1.00	144.00
Estimated costs for Courtcall for MFA									

Project Total 18,667.94
Client Total 18,667.94
Grand Total 18,667.94

EXHIBIT “C”