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7 Attorneys for Plaintiff Trevor Marshall, on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN JOAQUIN**

11 TREVOR MARSHALL, on behalf of
12 himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

13 Plaintiff,

14 v.

15 DSI LOGISTICS, LLC, a Delaware limited
16 liability company, and DOES 1 through 10,
inclusive,

17 Defendants.
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CASE No. STK-CV-UOE-2021-3347

*Assigned for All Purposes to Judge Robert T.
Waters in Department 11B*

UNLIMITED JURISDICTION

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS AND
DISMISSING ACTION WITH PREJUDICE**

Complaint Filed: April 16, 2021

1 I, EVAN S. GAINES, hereby declare and state as follows:

2 1. I am an attorney at law duly licensed to practice before all Courts in the State of
3 California and am a senior associate at the law firm of Gaines & Gaines, APLC, attorneys of record
4 for Plaintiff Trevor Marshall (hereinafter "Plaintiff") in the above-captioned action. I have personal
5 knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could
6 and would competently do so.

7 2. My firm has represented employees in complex employment matters such as this
8 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
9 Court-approved class counsel in dozens of class action matters since my admission to the Bar. A
10 true and correct list of the cases in which our law firm has represented employees in wage and hour
11 matters been appointed as class counsel is attached hereto as Exhibit "C".

12 3. Plaintiff filed this representative action, pursuant to the Labor Code § 2698 *et seq.*,
13 the Labor Code Private Attorneys General Act (hereinafter, "PAGA") on April 16, 2021 alleging
14 multiple violations of the Labor Code, after complying with the administrative requirements set
15 forth in Labor Code § 2699.3 on February 5, 2021. Attached hereto as Exhibit "A" is a true and
16 correct copy of Plaintiff's letter to the California Labor and Workforce Development Agency.

17 4. Prior to commencing the Action, the parties conducted informal discovery through
18 which they ascertained the size of the aggrieved employee group and the number of pay periods
19 worked by them during the applicable statutory period to ascertain the total value of Plaintiff's
20 representative claims.

21 5. The parties thereafter engaged in arm's-length negotiations and reached a resolution
22 of the PAGA claims asserted in the action. Based on discovery completed, the maximum value of
23 the civil penalty claims asserted for the time period reviewed, as to Plaintiff's alleged (i) failure to
24 pay overtime and (ii) failure to pay sick pay, is \$140,000 and the amount of the settlement is
25 \$90,000, or 64% of the maximum recoverable penalties (based on approximately 700 affected pay
26 periods worked by 183 Aggrieved Employees at the rate of \$100 for each violation) together with
27 an apportionment for attorneys' fees, costs, a release payment to Plaintiff Marshall, and expenses
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1 required to administer the settlement. Based on my experience as noted above, the PAGA
2 settlement is a substantial recovery in light of the claims alleged, the risk of prevailing on the merits
3 of the claims, the risk the Court would apply its discretion to award less than the maximum potential
4 penalty award, the narrow scope of the release (only PAGA claims premised on specified Labor
5 Code violations), and the substantial payment to be made to the LWDA. This is by any measure
6 fair and reasonable, thereby warranting approval by the Court.

7
8 6. The parties have entered into a settlement agreement to resolve the PAGA claim on
9 behalf of all non-exempt employees of DSI Logistics LLC employed in California who earned any
10 bonus compensation (including “appreciation pay”) at any time between March 1, 2020 and August
11 31, 2020. Attached hereto as Exhibit “B” is a true and correct copy of the Settlement Agreement
12 and Release.

13 I declare, under penalty of perjury, under the laws of the State of California, that the
14 foregoing is true and correct. Executed this 3rd day of May, 2021 at Calabasas, California.

15 Evan S. Gaines
16 EVAN S. GAINES
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EXHIBIT A

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

PHONE (818) 703-8985

FAX (818) 703-8984

February 5, 2021

CALABASAS, CALIFORNIA 91301

Via Certified Mail

Labor & Workforce Development Agency

By online submission

DSI Logistics, LLC

675 Placentia Ave., Suite 325

Brea, CA 92821

Defendant mailed certified # 70190700000201198049

Agent for Service of Process for DSI Logistics, LLC

James Forman

675 Placentia Ave., Suite 325

Brea, CA 92821

Agent mailed certified # 70190700000201198056

Re: ***Labor Code Violations of DSI Logistics, LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Trevor Marshall, a former non-exempt California employee of DSI Logistics, LLC (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to properly compute bonus wages and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendant failed to properly blend bonus wages and other non-base hourly wages and instead paid our client and other Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all overtime and double time wages earned, in violation of Labor Code §§ 510, 558 and 1194. Defendant also failed to blend bonus wages and other non-base hourly wages earned by our client and other Aggrieved Employees into their sick pay rate, yielding an underpayment, in violation of Labor Code §§ 246, 510, 558 and 1194. Defendant also failed to blend bonus wages and other non-base hourly wages earned by our client and other Aggrieved Employees into their meal period premium pay rate, yielding an underpayment of wages, in violation of Labor Code §§ 510, 512, 558 and 1194

Our client alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a)

Labor & Workforce Development Agency
DSI Logistics, LLC
James Forman
February 5, 2021
Page 2

and 226.3. Our client and other Aggrieved Employees were not paid all wages due, including but not limited to overtime and double-time wages and meal period premium wages. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

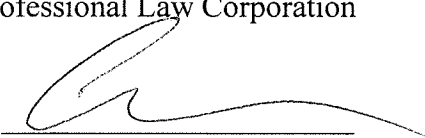
The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

EVAN S. GAINES

EXHIBIT B

1 DANIEL GAINES (SBN 251488)

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alex@gaineslawfirm.com

3 EVAN GAINES (287668)

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4 GAINES & GAINES, APLC

27200 Agoura Rd., Ste. 101

5 Calabasas, CA 91301

Tel: 818.703.8985

6 Fax: 818.703.8984

7 Attorneys for Plaintiff

Trevor Marshall

8 John A. Mavros, Esq. (SBN 257673)

9 Rebecca King (SBN 305902)

jmavros@fisherphillips.com

10 FISHER & PHILLIPS LLP

2050 Main Street, Suite 1000

11 Irvine, CA 92614-8240 Tel: (949) 851-2424

Fax: (949) 851-0152

12 Attorneys for Defendant

13 DSI Logistics LLC

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF SAN JOAQUIN

17 TREVOR MARSHALL, on behalf of himself and all
18 "aggrieved employees" pursuant to Labor Code §
2698 *et seq.*,

19 Plaintiffs,

20 v.

21 DSI LOGISTICS LLC, a Delaware limited liability
22 company, and DOES 1 through 10, inclusive,

23 Defendants.

Case No. STK-CV-UOE-2021-3347

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (“Agreement”) is between Plaintiff Trevor Marshall (“Plaintiff”), on behalf of himself and other aggrieved employees, and Defendant DSI Logistics LLC (“Defendant”) (collectively, with Plaintiff, the “Parties”). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Marshall, et al. v. DSI Logistics LLC*, Case No. STK-CV-UOE-2021-3347 (San Joaquin County Superior Court, filed April 16, 2021) (the “Action”) involving claims brought under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

I. DEFINITIONS

1. “**Administration Fees**” refers to the amount to be paid to ILYM Group, Inc. (or any other third-party settlement administrator approved by the Parties (“Settlement Administrator”)) for costs associated with administration of the settlement contemplated by this Agreement, including costs for, among other things, printing, copying, formatting, translation of materials, postage, envelopes, computer searches to locate addresses, calculation of payments to individual class members, calculation of applicable withholdings and taxes (if required by law), costs associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to complete the settlement process according to the terms of this Agreement. The Settlement Administrator will be responsible for establishing a qualified settlement account, and issuing all payments and appropriate tax forms (if required by law). The Parties agree that Administration Fees will not exceed \$4,000, all of which are to be taken from the PAGA Gross Settlement Amount (as defined below).

2. “**Aggrieved Employees**” consists of all non-exempt employees of DSI Logistics LLC employed in California who earned any bonus compensation (including “appreciation pay”) at any time between March 1, 2020 and August 31, 2020.

3. “**Attorneys’ Fees and Costs**” means the amount of money to be paid from the PAGA Gross Settlement Amount (as defined below) to Gaines & Gaines, APLC (“Plaintiff’s Counsel”) in full satisfaction of all claims Plaintiff may have for reasonable attorneys’ fees, litigation costs, and expenses incurred in the Action. The amount of attorneys’ fees awarded to Plaintiff’s Counsel may

1 not exceed 35% of the PAGA Gross Settlement Amount, and the amount of litigation costs and
2 expenses (combined) may not exceed \$2,000. Defendant will not object to or otherwise oppose
3 requests consistent with this paragraph.

4 4. **“Effective Date”** shall be the later of the following dates (a) if no objection(s) are
5 made, the date on which the Court approves this Agreement and dismisses the Action with
6 prejudice through entry of the Order (as defined herein); (b) if any objection(s) are made the
7 applicable date for seeking appellate review of the Order has passed without a timely appeal or
8 request for review having been made; and (c) if any appeal and/or request for review is sought, the
9 expiration of any time periods for appeal and/or the conclusion of any and all appeal proceedings
10 and/or subsequent trial court proceedings on remand regarding the Order. No money will be
11 distributed unless and until the Effective Date occurs.

12 5. **“Individual Settlement Payments to Aggrieved Employees”** means the individual
13 payments that shall be made to each Aggrieved Employee under this Agreement, which in the
14 aggregate shall total 25% of the PAGA Net Settlement Amount (as defined below).

15 6. **“PAGA Gross Settlement Amount”** means Ninety Thousand Dollars (\$90,000).
16 This amount shall be used to satisfy all liabilities arising from this Agreement, including
17 Attorneys’ Fees and Costs, Plaintiff’s Individual Claim Payment (as defined below), Individual
18 Settlement Payments to Aggrieved Employees, Administration Fees, and payment to the Labor
19 and Workforce Development Agency (“LWDA”). Defendant shall pay exactly the PAGA Gross
20 Settlement Amount to fulfill all of its obligations under this settlement.

21 7. **“PAGA Net Settlement Amount”** means the amount, as approved by the Court,
22 after Attorneys’ Fees and Costs, Plaintiff’s Individual Claim Payment, and Administration Fees
23 are subtracted from the PAGA Gross Settlement Amount.

24 8. **“Plaintiff’s Individual Claim Payment”** means the amount to be paid to Plaintiff
25 Marshall in consideration for his limited release of wage and hour claims, as set forth in Paragraph
26 22 below. Plaintiff’s Individual Claim Payment shall be in addition to the amount payable to
27 Plaintiff as the Individual Settlement Payments to Aggrieved Employees. Plaintiff’s Individual
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1 Claim Payment shall not exceed \$5,000. Plaintiff will receive an IRS Form 1099 from the
2 Settlement Administrator and will be solely responsible for reporting and paying all applicable
3 federal, state and local tax. Defendant will not object to or otherwise oppose requests consistent
4 with this paragraph.

5 9. **“Settlement Period”** means March 1, 2020 through August 31, 2020.

6 **II. RECITALS AND PROCEDURAL HISTORY**

7 10. **Allegations in the Complaint and Amendment Thereto.** On April 16, 2021,
8 Plaintiff Marshall filed the Action in the Superior Court of California, County of San Joaquin,
9 individually and on behalf of all “aggrieved employees” pursuant to Labor Code §§ 2698 *et seq.*
10 In the operative Complaint, Plaintiff alleges a single claim for penalties under PAGA.

11 11. **Defendant’s Denials.** Nothing in this Agreement, or in the Memorandum of
12 Understanding executed by the Parties at mediation, shall constitute an admission on behalf of
13 Defendant of any form of liability or the accuracy of any allegation against it. Defendant denies
14 (1) all the material allegations in the Action; (2) that it violated any applicable laws; and (3) that it
15 is liable for damages, penalties, attorneys’ fees, costs, or any other form of compensation or
16 remedy with respect to the claims asserted in the Action. Nevertheless, without admitting any
17 liability or wrongdoing, Defendant has agreed to settle the Action on the terms set forth in this
18 Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements by
19 Defendant in this Agreement are made for settlement purposes only.

20 12. **Counsel’s Investigation.** Plaintiff’s Counsel has investigated the facts relating to
21 the claims alleged in the Action and also has analyzed all defenses. Plaintiff’s Counsel also
22 engaged in informal discovery and obtained the production of relevant data from Defendant prior
23 to settlement discussions, to allow Plaintiff’s Counsel to further investigate and evaluate the
24 claims and defenses in this Action.

25 13. **Negotiation of Settlement.** Plaintiff’s Counsel engaged in arms-length negotiations
26 with Defendant during March and April, 2021 with a view toward achieving substantial benefits
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1 for the Aggrieved Employees and the State of California, while avoiding the cost, delay, and
2 uncertainty of further litigation.

3 **III. TERMS OF THE AGREEMENT**

4 14. **Court Approval of the Settlement.** The Parties will present this Agreement to the
5 Court and will request that the Court issue an order approving and incorporating by reference the
6 terms and conditions of this Agreement and dismissing the Action with prejudice (the "Order").
7 Plaintiff's Counsel will be responsible for drafting and filing all documents necessary to obtain the
8 Order.

9 15. **Delivery of the List of Aggrieved Employees.** As soon as practicable, but no later
10 than 15 business days after the Effective Date, Defendant will provide the Settlement
11 Administrator with a confidential list containing the Aggrieved Employees' names, last known
12 addresses, last known telephone numbers, and social security numbers, which will be used to send
13 the Individual Settlement Payments to Aggrieved Employees. Defendant will also provide the
14 Settlement Administrator with the number of pay periods worked by each Aggrieved Employee in
15 a non-exempt position in California during which they earned any bonus compensation (including
16 "appreciation pay") during the Settlement Period. Data provided by Defendant shall be kept
17 confidential by the Settlement Administrator except for purposes of administering the settlement.
18 The Settlement Administrator shall not share any personally-identifying Aggrieved Employee data
19 with Plaintiff's Counsel, but may disclose the number of Aggrieved Employees, the number of
20 pay periods worked by each Aggrieved Employee during which they earned any bonus
21 compensation (including "appreciation pay") during the Settlement Period (with names redacted),
22 and their Individual Settlement Payments (with names redacted).

23 16. **Funding of the Settlement.** Within 15 business days after the Effective Date,
24 Defendant will deposit the PAGA Gross Settlement Amount into a Qualified Settlement Account
25 ("QSA") to be established by the Settlement Administrator.

26 17. **Settlement Payments.** Within 15 calendar days of the funding of the QSA, the
27 Settlement Administrator shall issue the following payments from the QSA: (a) the Individual
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Settlement Payments to Aggrieved Employees (including Plaintiff); (b) the LWDA PAGA Payment (as defined below) to the LWDA; (c) Plaintiff's Individual Claim Payment to Plaintiff; (d) Attorney's Fees and Costs to Plaintiff's Counsel; and (e) the Administration Fees to itself. The Settlement Administrator, and not Defendant, will issue appropriate tax forms for all payments issued under this Settlement, if and as required by law as determined by the Settlement Administrator. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees and the individual claims for Plaintiff, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

18. **Calculation of Individual Settlement Payments to Aggrieved Employees.** The PAGA Net Settlement Amount will be distributed as follows:

a. 75% of the PAGA Net Settlement Amount shall be paid to the LWDA (the "LWDA PAGA Payment"); and

b. The remaining 25% of the PAGA Net Settlement Amount (the "Aggrieved Employee Settlement Amount") shall be distributed to all Aggrieved Employees, with each Aggrieved Employee receiving an Individual Settlement Payment based on the number of pay periods he or she worked for Defendant in a non-exempt position in California and earned any bonus compensation (including "appreciation pay") during the Settlement Period. The Aggrieved Employee Settlement Amount will be divided by the total number of such pay periods to yield the Pay Period Value. Each Aggrieved Employee shall be paid an Individual Settlement Payment equal to their individual number of pay periods multiplied by the Pay Period Value.

19. **Distribution of Individual Settlement Payments to Aggrieved Employees.** The Settlement Administrator will issue to each Aggrieved Employee a check in the amount of his or her Individual Settlement Payment, along with an explanatory letter in the form attached hereto as Exhibit A, within the time parameters set forth in paragraph 17 above. Checks shall remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing

1 deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
2 thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
3 to determine the correct address using a skip-trace, or other search using the name, address, or
4 Social Security number of the Aggrieved Employee, and will then perform a single re-mailing.
5 Funds contained in the settlement checks that are returned as undeliverable and in settlement
6 checks uncashed for more than 180 days after issuance will be tendered to the California State
7 Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved
8 Employee. All settlement payments to Aggrieved Employees will be treated as miscellaneous
9 income for which a 1099 will be issued to the extent required by law.

10 20. **Attorneys' Fees and Costs.** As referenced above, Plaintiff's Counsel intends to
11 request, and Defendant agrees not to oppose, that the Court award Plaintiff's Counsel, (a)
12 attorneys' fees in an amount up to 35% of the PAGA Gross Settlement Amount, and (b) costs and
13 expenses incurred in representing the interests of the Aggrieved Employees up to \$2,000. These
14 amounts shall be paid from the PAGA Gross Settlement Amount. Defendant shall have no
15 liability for any other attorneys' fees or costs. If the Court approves a lesser amount for either fees
16 or costs and expenses, this will not impact the enforceability of this Agreement and the difference
17 will remain part of the PAGA Net Settlement Amount. The Settlement Administrator shall issue
18 Plaintiff's Counsel the Attorneys' Fees and Costs within the time parameters set forth in paragraph
19 17 above, together with Forms 1099. Plaintiff's Counsel agree that they are solely responsible for
20 paying all applicable taxes on any payments they receive hereunder.

21 21. **Release of PAGA Claims.** Upon Court approval of the Settlement, dismissal of the
22 Action with prejudice, and subject to Defendant's full payment of the PAGA Gross Settlement
23 Amount, Plaintiff and Aggrieved Employees will fully and finally release and discharge
24 Defendant and its former, present and future owners, parents, and subsidiaries, and all of their
25 current, former and future officers, directors, members, managers, employees, consultants,
26 partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal
27 representatives ("Released Parties"), from all claims, rights, demands, liabilities and causes of
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1 action for civil penalties under the PAGA that arose during employment in a non-exempt position
2 in California during pay periods when any bonus compensation (including “appreciation pay”)
3 was earned during the Settlement Period, based on the factual allegations pled in the operative
4 complaint in the Action.

5 22. **Additional Limited Release of Wage and Hour Claims by Plaintiff Marshall.** In
6 addition to the release given by each Aggrieved Employee, Plaintiff Marshall fully releases and
7 discharges the Released Parties from any and all claims, demands, obligations, causes of action,
8 rights, or liabilities related to wage and hour issues and alleged violations of wage and hour laws,
9 known or unknown, arising out of any acts or omissions by Defendant or any of the Released
10 Parties through the Effective Date. This release by Plaintiff specifically includes, but is not
11 limited to, any and all claims, demands, obligations, causes of action, rights, or liabilities under
12 any federal, state, or local laws, statutes, or regulations (including, but not limited to, the
13 California Labor Code and the Fair Labor Standards Act), whether or not specifically or
14 particularly described herein. **Specifically excluded from Marshall’s release and not affected**
15 **by this Agreement are any and all claims not associated with wage and hour violations,**
16 **which includes claims for discrimination, unlawful termination, retaliation, harassment, and**
17 **any and all other claims which are not premised on a failure to pay wages, provide meal and**
18 **rest periods, reimburse expenses, or otherwise provide all wages due.**

19 23. **No Credit Toward Benefit Plan.** Payments to Aggrieved Employees, including
20 Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any
21 benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to
22 profit-sharing plans, bonus plans, 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO
23 plans, and any other benefit plan. Rather, it is the Parties’ intention that this Agreement will not
24 affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled
25 under any benefit plans.

26 24. **Circular 230 Disclaimer.** Each Party to this Settlement Agreement acknowledges
27 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
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1 between or among the Parties or their attorneys or other advisors, is or was intended to be, nor will
2 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
3 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
4 amended); (2) each Party (a) has relied exclusively upon her or its own, independent legal and tax
5 counsel for advice (including tax advice) in connection with this agreement, (b) has not entered
6 into this Agreement based upon the recommendation of any other Party or any attorney or advisor
7 to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any
8 attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Party;
9 and (3) no attorney or advisor to any other Party has imposed any limitation that protects the
10 confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such
11 limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of
12 any transaction, including any transaction contemplated by this Agreement.

13 25. **No Prior Assignment.** Plaintiff represents and warrants that he has not assigned or
14 transferred any portion of any claims, demands, obligations, causes of action, rights, or liabilities
15 that, but for such assignment or transfer, would be released under this Agreement.

16 26. **Nullification of Settlement Agreement.** Unless otherwise noted herein, if (i) the
17 Court does not approve the settlement as provided or (ii) the settlement does not become final for
18 any other reason, then this Agreement, the Memorandum of Understanding, and any documents
19 generated to bring it into effect will be null and void, and the Parties will be returned to their
20 original, respective positions.

21 27. **No Publicity; Confidentiality.** No party hereto (including the Parties' attorneys)
22 shall publicize this settlement, this Agreement, any terms of this Agreement (including, but not
23 limited to, the PAGA Gross Settlement Amount), or any information about the negotiations
24 leading to the execution of this Agreement. This includes, but not limited to, communications
25 through any social media, unless so ordered by the Court. Nothing herein limits or purports to
26 limit Plaintiff's Counsel's ability or right to respond to Aggrieved Employee inquiries about this
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1 Settlement or to submit this Settlement to the LWDA and the Court for the purpose of obtaining
2 approval of the Settlement and in compliance with the requirements of PAGA.

3 28. **Continued Jurisdiction.** After entry of the Order, the Court shall retain, and will
4 have continuing, jurisdiction solely for purposes of addressing: (i) the interpretation and
5 enforcement of the terms of this Agreement; (ii) settlement administration matters; and (iii) such
6 matters as may be appropriate under court rules or as set forth in this Agreement, as permitted by
7 Code of Civil Procedure section 664.6 and any other applicable law.

8 29. **Entire Agreement.** This Agreement constitutes the entirety of the Parties'
9 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
10 binding on the Parties.

11 30. **Amendment or Modification.** This Agreement may be amended or modified only
12 by a written instrument, signed by both Parties, their successors-in-interest, or their counsel.

13 31. **Authorization to Enter into a Settlement Agreement.** Counsel for all Parties
14 warrant and represent they are expressly authorized by the Parties whom they represent to
15 negotiate this Agreement and to take all appropriate action required or permitted to be taken by
16 such Parties pursuant to this Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to effect the implementation of the settlement.

18 32. **Binding on Successors and Assigns.** This Agreement will be binding upon, and
19 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 33. **Governing Law.** All terms of this Agreement shall be governed by, and interpreted
21 according to, the laws of the State of California.

22 34. **Execution and Counterparts.** This Agreement is subject only to the execution of
23 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
24 counterparts and each of them, including fax and scanned copies of the signature page, will be
25 deemed to be one and the same instrument.

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

3 36. **Construction and Interpretation.** Headings and paragraph titles are inserted as a
4 matter of convenience and for reference, and in no way define, limit, extend or describe the scope
5 of this Agreement or any of its provisions. Each term of the Agreement is contractual.

6 37. **Waiver.** No waiver of any condition or covenant contained in this Agreement or
7 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right or
9 remedy.

10 38. **Enforcement Action.** In the event that one or more of the Parties institutes any
11 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
12 Agreement or to declare rights and/or obligations under this Agreement, the successful Party will
13 be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including
14 expert witness fees incurred in connection with any enforcement action.

15 39. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
16 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
17 strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
18 one of the Parties, it being recognized that, because of the arm's-length negotiations between the
19 Parties, all Parties have contributed to the preparation of this Agreement.

20 40. **Representation by Counsel.** The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
22 and that this Agreement has been executed with the consent and advice of counsel, and reviewed
23 in full.

24 41. **Cooperation and Execution of Necessary Documents; Stipulation/Motion for**
25 **Court Approval.** All Parties will cooperate in good faith and execute all documents to the extent
26 reasonably necessary to effectuate the terms of this Agreement. Plaintiff's Counsel shall prepare
27 and file a joint stipulation for Court approval of the Settlement (or a motion if required by the
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1 Court) as soon as practicable. Plaintiff's Counsel shall submit the stipulation/motion to
 2 Defendant's counsel for approval a reasonable time prior to filing.

3 42. **Binding Agreement.** The Parties warrant that they understand and have full
 4 authority to enter into this settlement, and further intended that this Agreement will be fully
 5 enforceable and binding on all Parties, and agree that it will be admissible and subject to
 6 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
 7 provisions that otherwise might apply under federal or state law.

8 43. **Compliance with PAGA's Procedural Requirements.** Plaintiff agrees that
 9 Plaintiff's Counsel will notify the LWDA of the Settlement at the same time this Settlement is
 10 submitted to the Court for approval, and perform any and all statutory tasks as required by law
 11 necessary to effectuate consummation and approval of this Settlement.

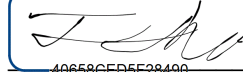
12 44. **Representation Regarding the Number of Aggrieved Employees.** Defendant
 13 represents that there are no more than 190 Aggrieved Employees who worked no more than 700
 14 pay periods during which bonus compensation was earned (including "appreciation pay") during
 15 employment in a non-exempt position in California during the Settlement Period. If the actual
 16 number of such pay periods is in excess of a 10% increase (e.g. exceeds 770), Defendant shall
 17 increase the PAGA Gross Settlement Amount in proportion to the increase in pay periods over
 18 770 (e.g., if the number of pay periods increases to 777, the PAGA Gross Settlement Amount will
 19 increase by 1% [7/700] to \$90,900.).

20 SO AGREED:

21
 22 Dated: April 30, 2021

Plaintiff Trevor Marshall

DocuSigned by:



40658GED5F28490...
 Trevor Marshall

1 Dated: 5-3-2021

Defendant DSI Logistics LLC

2 
3 By: Jon C. Barrett,
4 its Chief Compliance Officer

5 APPROVED AS TO FORM, AND AGREED TO AS APPLICABLE:

6 Dated: 4/30/21

GAINES & GAINES, APLC

7 Daniel F. Gaines
8 Daniel F. Gaines, Esq.
9 Counsel for Plaintiff

10 Dated: 05/03/2021

FISHER & PHILLIPS LLP

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12 John A. Mavros, Esq.
13 Counsel for Defendant
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EXHIBIT A

Date

NOTICE OF SETTLEMENT

San Joaquin County Superior Court Case No. _____
Case Name: Trevor Marshall v. DSI Logistics LLC

«FirstName» «LastName»
 «Address1» «Address2»
 «City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled Trevor Marshall, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 et seq., “Plaintiffs,” v. DSI Logistics LLC, a Delaware limited liability company, and DOES 1 through 10, inclusive, (“Defendant”), Superior Court of the State of California, County of San Joaquin, Case Number STK-CV-UOE-2021-3347 (the “Lawsuit”).

In the Lawsuit, Plaintiff pursued various claims for penalties against Defendant under the California Private Attorneys General Act of 2004 (“PAGA”) related to underpaid overtime wages, underpaid meal period premiums, underpaid sick pay, inaccurate wage statements, and late payment of final wages related to the alleged failure to include any bonus compensation (including “appreciation pay”) into employees’ regular rate of pay. Defendant denies Plaintiff’s claims in their entirety, and asserts it complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendant. The settlement addresses claims for PAGA penalties on behalf of all non-exempt employees of DSI Logistics LLC employed in California who earned bonus compensation at any time between March 1, 2020 and August 31, 2020. No wage claims are released or otherwise affected by this settlement.

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller’s Office - Unclaimed Property Fund, to be held in your name.

If you have additional questions, you may contact the lawyers for Plaintiff:

Daniel F. Gaines
 Alex P. Katofsky
 GAINES & GAINES, APLC
 27200 Agoura Road, Suite 101
 Calabasas, CA 91301
 daniel@gaineslawfirm.com
 Phone: (866) 550-0855

EXHIBIT C

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

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_____ (For messenger) my business address is:

John A. Mavros, Esq.
Fisher & Phillips LLP
2050 Main Street Suite 1000
Irvine, CA 92614

 X (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 4, 2021, at Calabasas, California.

Beatriz Franco

BEATRIZ FRANCO