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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

AMY PHELAN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

RLS-CMC, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2101907
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

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

Hearing

Date: March 8, 2024

Time: 8:30 a.m.

Dept.: 1

Complaint filed: 4/13/2021

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.

1 **COUNSEL'S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since
3 2001. 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 23 years in practice. Over the last 16 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 upwards of 300 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 close to 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 as of that time - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

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

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

7. For the last five consecutive years, I 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

8. The Class, as conditionally certified by this Court, consists of all current and former nonexempt employees employed by Defendants in California at any time during the Class Period (which is April 13, 2017, through May 2, 2023).

9. The Gross Settlement Amount is \$250,000 and, as set forth in the Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$110,758.22, as detailed here:

<i>Gross Settlement Amount</i>	\$ 250,000.00
Attorneys’ Fees (1/3)	\$ 83,333.33
Litigation Costs	\$ 9,564.47
Administrator Costs	\$ 6,000.00
PAGA Penalties	\$ 10,000.00
Credit for Prior Payments made by Defendants	\$ 25,343.98
Class Representative Service Awards	\$ 5,000.00
<i>Net Settlement Amount</i>	\$ 110,758.22

10. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was completely successful, as 100% of the Notice Packets were successfully delivered by the Settlement Administrator.

11. The response from the Class Members was overwhelmingly positive, as 100% of the Class participated in the Settlement and there were no objections.

12. 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 and the release is narrowly limited to the claims alleged.

13. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties’ arms’ length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

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

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

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

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28

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

1 16. 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 17. 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 *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
8 Agreement, Class Counsel is seeking a fee of \$83,333.33, which is one-third of the Settlement
9 Amount.

10 18. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a very good result for the Class, especially 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 preparation, investigation, mediation, and substantial work thereafter.

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

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

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

1 small firm. While some cases result in a positive lodestar and some in a negative lodestar like
2 this case, if, despite these hardships and risks, the best my office could hope for is merely to be
3 paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious
4 risks we face when litigating contingency fee cases, and would not be incentivized to take on
5 similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end
6 with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no
7 fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption,
8 being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third
9 of class actions are successful, compared to two-thirds that are defeated and result in no payment
10 to the class members.

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

16 23. For these reasons, a common fund fee award here in the amount of one-third of
17 the common fund created by Plaintiff and Class Counsel is fair and reasonable, especially where
18 the actual lodestar for my firm far surpasses the amount requested (as discussed below).

19 24. At my office, this case was handled by Peter Carlson while I performed the role of
20 the supervising attorney. Peter Carlson's experience is set forth in his declarations, but in sum,
21 he works exclusively with me on employment law matters and has been in practice for 10 years.
22 Peter bills at the hourly rate of \$650/hour. I have been in practice for 22 years, with most of
23 those years handling complex litigation and for over the last 15 years, my practice has almost
24 entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour.

25 25. I believe these rates are comparable to those of other attorneys with equal or
26 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
27 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
28 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023

Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. 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, which makes it “a much better reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

26. The table below includes a summary of the hours worked, plus additional hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter. The actual aggregated lodestar between the attorneys that worked on this case is approximately \$147,155, which reflects the fact that we are seeking a ***negative multiplier*** – further reinforcing the reasonableness of the requested fees.

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (23 Years)	\$775	27	\$20,925
Peter Carlson <i>Handling Attorney / Sr. Associate</i> (10 Years)	\$650	194.2	\$126,230
Grand Total for All Attorneys			\$147,155

27. Thus, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose

1 this fee request.

2 28. In the course of prosecuting this action, my office has incurred expenses
3 necessary to the effective representation of the Class. These expenses included but were not
4 limited to: court filings, copying and management of documents, messenger services, postage,
5 fax transmission expenses, transportation, mediation fees, expert fees, and other incidental
6 expenses directly related to this action. My firm's expenses through the final approval hearing
7 are estimated to be \$9,564.47, which includes filing this motion, process/server costs, and service
8 expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since the
9 Settlement Agreement provided for capped costs up to \$20,000, the savings of over \$10,000 will
10 be placed in the Net Settlement Amount for distribution to the Participating Class Members.
11 Defendants do not oppose this request for costs.

12 **REASONABLENESS OF REQUESTED SERVICE AWARD**

13 29. I also believe that the service award of \$5,000 to Plaintiff and Class
14 Representative Amy Phelan is fair and warranted. She came forward and worked directly with
15 my office in analyzing the claims and documents, providing valuable information. (See her
16 declaration for supporting information.) Indeed, her participation was an essential element of
17 Defendants' desire to mediate and of the pre- and post-mediation analysis that allowed Class
18 Counsel to settle the case. Of course, Plaintiff also took on various risks, including the risk that
19 she could have been ordered to pay Defendant's costs if she lost and the risk of retaliation and
20 being black-balled in the industry. Defendants do not oppose the requested service awards.

21 **SUBMISSION TO THE LWDA**

22 30. The Motion and declarations, including the Settlement Agreement, have
23 concurrently been submitted to the LWDA. (See Exhibit E hereto).

24 **EXHIBITS AND CONCLUSION**

25 31. A true and correct copy of the Class and PAGA Settlement Agreement and
26 Release of Claims (the "Settlement Agreement") is attached hereto as **Exhibit A**.

27 32. A true and correct copy of the Order granting preliminary approval is attached
28 hereto as **Exhibit B**.

33. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C**.

34. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D**.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 14, 2024, at Riverside, California.

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

EXHIBIT “A”

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Attorneys for Defendants RLS-CMC, INC., JASMINE BORMANN, and ROGER LEE
SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

GEOFFREY KINZEL, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

RLS-CMC, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2101907
*[Assigned to Hon. Craig Riemer, Dept 1, for
all purposes]*

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

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Geoffrey Kinzel, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendants RLS-CMC, Inc., Roger Lee
4 Sanchez, and Jasmine Bormann, and is approved by their respective counsel of record, subject to
5 the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Phelan v. RLS-CMC,*
8 *Inc., et al.*, Riverside County Superior Court, Case No. CVRI2101907.

9 2. "Aggrieved Employee(s)" means all current and former nonexempt employees
10 employed by Defendants in California at any time during the PAGA Period.

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

13 4. "Class" is defined all current and former nonexempt employees employed by
14 Defendants in California at any time during the Class Period.

15 5. "Class Member(s)" refers to individual members of the Class.

16 6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
17 Lauby LLP.

18 7. "Class Data" means a complete list that Defendants will diligently and in good
19 faith compile from their records and provide to the Settlement Administrator on one spreadsheet
20 which shall include, for each Class Member: the individual's full name; last known address;
21 Social Security Number; total Weeks Worked during the PAGA Period and the Class Period; the
22 amount (if any) of Prior Payments paid to the Class Member, and; to determine the Share Points
23 for each Class Member, the total Weeks Worked from (a) April 13, 2017, through April 30,
24 2021, and (b) May 1, 2021, through May 2, 2023.

25 8. "Class Period" is deemed to be any time during the period of April 13, 2017,
26 through May 2, 2023.

27 9. "Class Representative" or "Plaintiff" means and refers to Plaintiff Amy Phelan.

28 10. "Complaint" refers to the operative second amended complaint, which pleads

1 class action and PAGA representative claims, and which was filed on May 22, 2023.

2 11. “Court” (or “Judge”) means the California Superior Court, County of Riverside.

3 12. “Defendants” collectively means and refers to Defendants RLS-CMC, Inc., Roger
4 Lee Sanchez, and Jasmine Bormann.

5 13. “Defendants’ Counsel” or “Defense Counsel” means and refers to the Law
6 Offices of John W. Fagerholm, LTD.

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

15 15. “Escalator Clause:” Defendants represent that there are approximately 50 Class
16 Members, who collectively worked a total of approximately 3,600 Workweeks during the Class
17 Period. If the total count of Workweeks (as contained in the Class Data) exceeds 3,960 (10%
18 more than Defendants’ representation), then the Settlement Amount shall increase by \$69.44 for
19 each Workweek above 3,600.

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

23 17. “Individual Class Payment” refers to each Participating Class Members share of
24 the Net Settlement Amount, as further discussed in Paragraph 54(c) below.

25 18. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
26 PAGA Penalties, as further discussed in Paragraph 54(c) below.

27 19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 54(b)
28 below.

1 20. “Notice” means the notice of proposed class settlement that will be sent to the
2 Class Members, and which will advise each Class Member of the settlement and his or her
3 estimated “Individual Settlement Amount” and will further advise of the setting of a Final
4 Approval Hearing.

5 21. “Notice Packet” means the Notice, Request for Exclusion Form, the Objection
6 Form, and the Dispute Form to be sent to all Class Members.

7 22. “Objecting Class Member” means a Class Member, other than Plaintiff, who
8 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 75(c)
9 below.

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

14 24. “PAGA Period” is deemed to be any time during the period of April 13, 2020,
15 through May 2, 2023.

16 25. “PAGA Released Claims” means any and all PAGA claims that Plaintiff alleged
17 against the Released Parties based on the facts stated in the relevant LWDA notice letters and
18 only to the extent that they are alleged in the operative Complaint, including all PAGA claims
19 seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay
20 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
21 to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely
22 pay wages upon separation of employment, and (8) failure to provide accurate itemized wage
23 statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys
24 General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA
25 notice letters and operative Complaint. The time period governing the PAGA Released Claims
26 shall be any time during the PAGA Period.

27 26. “Participating Class Member” means any and all Class Members who are deemed
28 to participate and receive an Individual Settlement Payment and do not opt-out by submitting

1 timely valid Requests for Exclusion.

2 27. “Parties” or “Settling Parties” mean Plaintiff and Defendants, collectively.

3 28. “Preliminary Approval Date” means the date the Court approves the Settlement
4 Agreement and enters the Preliminary Approval Order.

5 29. “Preliminary Approval Order” means the judicial Order to be entered by the
6 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
7 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the
8 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
9 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
10 and costs. Provided that the motion is consistent with the terms herein, Defendants will not
11 object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to
12 review and comment upon the motion before it is filed.

13 30. “Prior Payments.” Prior to mediation, Defendants entered into individual
14 settlement agreements with certain Class Members relating to the claims alleged in this Action.
15 Defendants shall be entitled to a credit toward the Settlement Amount for a total of \$25,343.98 in
16 Prior Payments made to the Class Members. Thus, upon the Effective Date occurring,
17 Defendants shall owe the Settlement Amount, less the Prior Payments, plus the employer’s share
18 of payroll taxes due on the wage portion of the Individual Class Payments to Participating Class
19 Members.

20 31. “QSF” means the Qualified Settlement Fund set up by the Settlement
21 Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and
22 from which the settlement payments shall be made.

23 32. “Released Class Claims” or “Class Claims” by the Participating Class Members
24 upon Final Approval of the Settlement will include all claims stated in the operative Complaint
25 and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum
26 wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide
27 rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each
28 period, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage

statements, and (9) unfair and unlawful competition.

33. “Released Parties” means Defendant RLS-CMC, Inc., its officers, directors, employees and agents, and Defendants Roger Lee Sanchez and Jasmine Bormann.

34. “Release Period” shall be the time period governing the Released Class Claims, which shall be the same as the Class Period.

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

36. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the Class Members.

37. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 75(a) below.

38. “Settlement Amount” is \$250,000, subject to the Escalator Clause, a credit for Prior Payments made, and exclusive of Defendant’s obligation to fund its share of payroll taxes, as further discussed in Paragraph 54(c) below.

39. “Share Points” will be used to calculate a Class Member’s Individual Class Payment, and each Class Member’s Share Points shall be calculated as follows: (1) each Week Worked by a Class Member from April 13, 2017, through April 30, 2021, shall be credited with 4 Share Points, and (2) each Week Worked by a Class Member from May 1, 2021, through May 2, 2023, shall be credited with 1 Share Point. The total combined share points in both classes will be referred to as a Class Member’s Share Points.

40. “Share Point Rate” shall mean the value of each individual Share Point, as calculating by dividing the Net Settlement Amount by the total of all Share Points credited to all Class Members.

41. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to Class Representative Amy Phelan in addition to her Individual Settlement Payment as a Participating Class Member and individual PAGA payment as an Aggrieved Employee.

42. “Settlement Administrator” means and refers to Phoenix Class Action Administration Solutions, the third-party class action settlement administrator agreed to by the

Parties, that will provide the Notice Packet to the Class Members and distribute the settlement amounts as described in this Agreement.

43. “Settlement Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by the Court, regardless of any additional costs that the Settlement Administrator may request or feel is necessary to administer the Settlement.

44. “Work Weeks” or “Weeks Worked” in the context of a Class Members means any and all work weeks during the Class Period during which the Class Member worked at least one day for Defendants. Likewise, in the context of Aggrieved Employees, it means any and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at least one day for Defendants.

B. General Terms

45. On April 13, 2021, Plaintiff Geoffrey Kinzel filed the instant class action, alleging that Defendant RLS-CMC, Inc. violated various sections of the Labor Code. On the same day, Plaintiff Geoffrey Kinzel gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Then, on August 19, 2021, Plaintiff Geoffrey Kinzel filed a First Amended Complaint adding causes of action under PAGA. Defendant RLS-CMC, Inc., filed its Answer to the First Amended Complaint on December 7, 2021.

46. On March 18, 2021, Plaintiff Geoffrey Kinzel added two new Defendants via Doe amendment: Roger Lee Sanchez and Jasmine Bormann (and these Defendants filed their Answer to the FAC on August 8, 2022).

1 47. Plaintiff Geoffrey Kinzel unfortunately passed away on October 27, 2022.
2 Thereafter, Plaintiff's counsel was retained by Amy Phelan, who is another former employee of
3 Defendants. Plaintiff's counsel met and conferred with defense counsel about substituting
4 Plaintiff Phelan into the case in place of deceased Plaintiff Geoffrey Kinzel. The Parties
5 eventually stipulated to this substitution on May 16, 2023, and Plaintiff Phelan filed the operative
6 second amended complaint on May 22, 2023.

7 48. Defendants deny Plaintiff's claims and allegations and contend that the Action is
8 not suitable for class certification.

9 49. The Class Representative believe she can proceed with the representative and
10 class claims, that the Action is meritorious, and that class certification is appropriate.

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

22 51. On May 2, 2023, Plaintiff and Defendants participated in a full-day mediation
23 with Phillip Cha, Esq., a well-respected wage-and-hour mediator. At the conclusion of
24 mediation and extensive arms-length negotiations, the Parties reached a global settlement and
25 entered into a Memorandum of Understanding.

26 52. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
27 to be performed or judgment to be entered pursuant to the terms of the Settlement and
28 Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of

any statute or law or liability on the claims or allegations in the Action.

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

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which is the maximum amount that will be paid by Defendants (except for the employer's share of payroll taxes), which includes a credit for Prior Payments made, and is inclusive of payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA, Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and Settlement Administration Costs. Defendants shall separately pay the employers' share of their payroll tax obligations, which shall be reported through the Settlement Administrator.

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

1 PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to
2 the Participating Class Members.

3 (c) The Individual Class Payment for each Class Member will be calculated
4 by multiplying the Class Member's Share Points by the Share Point Rate. The Individual Class
5 Payment will then be reduced by any Prior Payment received by the Class Member (but in no
6 instance shall the offset from the Prior Payment cause an Individual Class Payment to drop
7 below \$50.00). If there are any timely submitted Requests for Exclusion, the Settlement
8 Administrator shall proportionately increase the Individual Class Payments for each Participating
9 Class Member so that the amount actually distributed to Participating Class Members equals
10 100% of the Net Settlement Amount.

11 (d) Allocation of Individual Class Payments: The Individual Class Payments
12 to Participating Class Members will be allocated as follows: one-third will be allocated as wages
13 subject to withholding of all applicable local, state and federal taxes; and two-thirds will be
14 allocated for interest and statutory penalties (pursuant to, e.g., California Labor Code sections
15 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will issue to
16 each Participating Class Member an Internal Revenue Service Form W-2 and comparable state
17 forms with respect to the wage allocation and a Form 1099 with respect to the penalties and
18 interest allocations.

19 (e) Service Payment to Class Representative: The amount, if any, awarded to
20 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
21 exceed \$5,000, in exchange for the service that Plaintiff performed on behalf of the Class.
22 Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of
23 the Settlement Amount. The Class Representatives will be issued an IRS Form 1099 in
24 connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
25 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
26 Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void
27 this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment,
28 the difference shall be added to the Net Settlement Amount to be distributed to the Participating

1 Class Members.

2 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
3 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
4 Settlement Amount, plus reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees and
5 Cost Award"). Defendants agree not to oppose any contention by Class Counsel that attorneys'
6 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
7 paid from the Settlement Amount, and, except for this award, Defendants shall have no further
8 obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court
9 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
10 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
11 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
12 Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall
13 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
14 awarded by the Court.

15 (g) Settlement Administration Costs: The fees and other charges of the
16 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$6,000, unless
17 (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement
18 Administration Costs shall be paid from the increased Settlement Amount, subject to Court
19 approval), or (2) as otherwise approved by all Parties and the Court.

20 (h) PAGA Penalties: The Parties agree that \$10,000 is allocated to PAGA
21 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
22 amount, \$7,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
23 Private Attorney General Act of 2004 ("PAGA") and \$2,500 (25%) will form the Individual
24 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
25 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
26 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
27 Settlement.

28 (i) Tax Liability: Class Counsel and Defendants make no representations as

1 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
2 the Class Members are not relying on any statement or representation by Class Counsel or
3 Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees
4 understand and agree that they will be solely responsible for the payment of any taxes and
5 penalties assessed on their respective Individual Class Payments and Individual PAGA
6 Payments, described herein. Forms 1099 will be distributed in the manner required by the
7 Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code,
8 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
9 this Agreement, the processes set forth in this Section may be modified in a manner to bring
10 Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and
11 Aggrieved Employees understand and agree that they will be solely responsible for the payment
12 of any taxes and penalties assessed on their respective payments described herein.

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

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
2 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
3 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
4 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
5 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
6 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
7 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
8 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

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

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

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

28 57. Class Representative, on behalf of herself and the Class, acknowledge and agree

1 that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and
2 that the payments set forth herein constitute payment of all sums allegedly due to them. Class
3 Representative, on behalf of herself and the Class, acknowledge and agree that California Labor
4 Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
5 in pertinent part as follows: “An employer shall not require the execution of any release of any
6 claim or right on account of wages due, or to become due, or made as an advance on wages to be
7 earned, unless payment of those wages has been made.”

8 **E. Release of PAGA Claims**

9 58. Upon entry of the Final Approval Order and Defendants’ funding of the
10 Settlement Amount, Plaintiff – in her individual capacity and on behalf of the State of California
11 and LWDA – shall completely release and discharge the Released Parties from the PAGA
12 Released Claims for the PAGA Period.

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

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

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

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

1 or termination of such employment (the “Class Representative’s Claims”).

2 62. Without limiting the generality of the foregoing, this general release by Plaintiff
3 includes all federal, state and local statutory claims, federal and state common law claims
4 (including but not limited to those for contract, tort and equity), including without limitation any
5 claims for breach of any implied or express contract or covenant; claims for promissory estoppel;
6 claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits
7 (except workers’ compensation benefits); claims for failure to hire, public policy violations,
8 defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or
9 other common law or tort matters; claims of harassment, retaliation or discrimination based on
10 age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected
11 activity, medical condition, marital status, sexual preference, union activity, or veteran status;
12 claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title
13 VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec.
14 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical
15 Leave Act; claims for unfair competition; claims based on legal restrictions on Defendants’ right
16 to terminate, not to hire or promote employees, or to change an employee’s compensation; and
17 claims based on any federal, state or other governmental statute, regulation or ordinance, all
18 statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or
19 expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation
20 costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards
21 Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the
22 California Fair Employment and Housing Act, the California Unfair Competition Act (California
23 Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial
24 Welfare Commission Wage Orders, or arising out of or based upon the following categories of
25 allegations regardless of the forum in which they may be brought, to the fullest extent such
26 claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages;
27 (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims
28 for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon

1 termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all
2 claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other
3 penalties recoverable for such claims under PAGA.

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

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

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

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

claims. Notwithstanding the above, the general release by Class Representative shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

G. Interim Stay of Proceedings

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

H. Notice Process

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

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

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

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

69. Total Workweeks. At least 5 days prior to mailing the Notice Packet, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the total Workweeks worked by all Class Members triggers the Escalator Clause, the Settlement Administrator shall notify the Parties of the increased Settlement Amount, and related increased payments from the Settlement Amount, including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval.

70. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, in English, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. For all Class Members, the Notice Packet will include the Notice, a Request for Exclusion Form, an Objection Form, and a Dispute Form. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

71. Returned Notice Packets. The Settlement Administrator will take steps to ensure that the Notice Packet is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class

1 Member for whom an updated address is located within ten (10) calendar days following both
2 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.
3 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the
4 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
5 the Response Deadline or fifteen (15) days after the remailing of the Notice Packet.

6 72. Presumption Regarding Receipt of Notice Packet. It will be conclusively
7 presumed that if an envelope has not been returned to Settlement Administrator by the Response
8 Deadline that the Class Member received the Notice Packet.

9 73. Disputes Regarding Class Data. Class Members are deemed to participate in the
10 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the PAGA
11 Released Claims. The Notice will inform Class Members of his/her estimated Individual Class
12 Payment and Individual PAGA Payment, as well as the number of Share Points in each period
13 and the weeks he/she worked during the Class Period and the PAGA Period. Class Members
14 may dispute their Share Points or Weeks Worked by timely submitting evidence to the
15 Settlement Administrator. Defendants' records will be presumed determinative absent reliable
16 evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the
17 evidence submitted by the Class Member and provide the evidence submitted to Class Counsel
18 and Defense Counsel who agree to meet and confer in good faith about the evidence to determine
19 the Class Member's actual number of Share Points, Work Weeks, and estimated Individual Class
20 and PAGA Payments. If Class Counsel and Defense Counsel are unable to agree, they agree to
21 submit the dispute to the Court to render a final decision. Class Members and Aggrieved
22 Employees will have until the Response Deadline to dispute Share Points or Weeks Worked,
23 object or opt out, unless extended by the Court.

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

27 75. Class Members' Rights. Each Class Member will be fully advised of the
28 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion

1 from the Class Claims portion of the Settlement. The Notice Packet will inform the Class
2 Members of the Court-established deadlines for filing objections or requesting exclusion from
3 the Settlement in accordance with the following guidelines:

4 (a) Requests for Exclusion from Class. Any Class Member, other than
5 Plaintiff, may request to be excluded from the Class by completing the Request for Exclusion
6 Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the
7 Settlement Administrator and postmarked on or before the Response Deadline in order to be
8 timely, unless the Parties otherwise agree in writing. Any such Request must be made in
9 accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
10 attach each Request for Exclusion to its declaration of due diligence and file with the Court prior
11 to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance
12 with these requirements: (i) will not have any rights under this Agreement, including the right to
13 object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments
14 under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any
15 Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject
16 to the PAGA Released Claims to the fullest extent permitted by law and receive an Individual
17 PAGA Payment. All Parties and their counsel, including Defendants and their agents and
18 employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through
19 any means.

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

25 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
26 does not submit a valid and timely Request for Exclusion may object to the terms of this
27 Agreement by completing the Objection Form provided within the Notice Packet. Any Class
28 Member that intends to object must mail the Objection Form to the Settlement Administrator.

1 The Objection Form must be postmarked on or before the Response Deadline in order to be
2 timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made
3 in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall
4 provide any objections to Class Counsel and Defense Counsel within three (3) days of receipt,
5 and the Settlement Administrator shall attach the same to its declaration of due diligence and file
6 with the Court prior to the Final Approval Hearing. Any Participating Class Member who files
7 an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff
8 and Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class
9 Member and/or his or her counsel related to any objections to the Settlement. Submitting an
10 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
11 preserved by becoming a party of record by timely and properly intervening or filing a motion to
12 vacate the judgment under Code of Civil Procedure § 663.

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

18 (e) Responses to Objections. Counsel for the Parties may file a response to
19 any objections submitted by Objecting Class Members at least five (5) court days before the date
20 of the Final Approval Hearing.

21 (f) Class Members will have until the Response Deadline to object or submit
22 a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
23 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
24 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
25 Counsel or Defense Counsel.

26 76. Funding of the Settlement Amount. Defendants shall deposit the Settlement
27 Amount, plus Defendants' share of payroll taxes, but minus the amount of Prior Payments made,
28 with the Settlement Administrator within thirty (30) days after the Effective Date.

1 77. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
2 Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class
3 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
4 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
5 Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, mail to the
6 Aggrieved Employees their portion of the PAGA Penalties, and will pay itself the Settlement
7 Administration Costs.

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

24 a. If any Participating Class Member's check is not cashed within the time
25 periods noted above, the check will be void and a stop-payment will be issued, and the
26 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
27 Office in the name of the Class Member.

28 b. If any Aggrieved Employee's check is not cashed within the time periods

1 noted above, the check will be void and a stop-payment will be issued, and the Settlement
2 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
3 name of the Aggrieved Employee.

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

5 79. Promptly after execution of this Agreement, Plaintiff will move the Court for
6 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
7 accomplishing the following:

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

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

12 (c) Directing the mailing of the Notice Packet by first class mail to the Class
13 Members;

14 (d) Preliminarily approving this Settlement;

15 (e) Preliminarily certifying the class for purposes of this Settlement; and

16 (f) Advising the LWDA of the proposed Settlement.

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

18 80. In connection with the Final Approval Hearing provided for in this Agreement,
19 Class Counsel shall submit a proposed Final Approval Order:

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

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

25 (c) Entering judgment approving settlement.

26 **K. Voiding the Agreement**

27 81. If the Court fails or refuses to issue the Final Approval Order or fails to approve
28 any material condition of this Agreement which effects a fundamental change of the Settlement,

1 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
2 option of either Party.

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

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

10 **L. Other Terms**

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

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

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

24 87. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
25 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
27 cause of action or rights released and discharged by this Agreement.
28

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

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

22 90. No Publicity. The Parties will not publicize the Settlement or disclose it to third
23 parties prior to the Court granting Preliminary Approval, except as required or necessary to
24 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and
25 Class Representatives agree that they will not discuss the Settlement with the media, any
26 settlement and verdict reporting service, any social media postings or other Internet postings.
27 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
28 other case materials in the Action related to seeking and obtaining Court approval of this

1 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
2 Members or their representatives about this Settlement, including through the posting of Court-
3 filed documents on Class Counsel's websites for access solely by the Class Members, or to
4 prevent the Parties or their representatives from communicating with financial or legal advisors
5 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
6 the Action has been settled on terms mutually agreeable to the Parties.

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

11 *To the Class:*

12 Brian J. Mankin
13 *brian@lmlfirm.com*
14 Lauby, Mankin & Lauby LLP
15 5198 Arlington Ave, PMB 513
16 Riverside, CA 92504
17 Tel: (951) 320-1444 | Fax: (951) 320-1445

18 *To Defendant:*

19 John W. Fagerholm, Esq.
20 *jfagerholm@jwflawltd.com*
21 M. Danton Richardson, Esq.
22 *drichardson@jwflawltd.com*
23 Law Offices of John W. Fagerholm, LTD
24 725 S. Figueroa Street, Suite 3065
25 Los Angeles, California 90017
26 Tel: (323) 289-2260 | Fax: (323) 642-5441

27 92. Construction. The Parties hereto agree that the terms and conditions of this
28 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
that this Agreement shall not be construed in favor of or against any Party by reason of the extent
to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
and Defendants expressly waive the common-law and statutory rule of construction that
ambiguities should be construed against the drafter of an agreement and further agree, covenant,

1 and represent that the language in all parts of this Agreement shall be in all cases construed as a
2 whole, according to its fair meaning.

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

7 94. Modification. This Agreement may not be changed, altered, or modified, except
8 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
9 Agreement may not be discharged except by performance in accordance with its terms or by a
10 writing signed by all of the Parties hereto.

11 95. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
12 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
13 provide written notice to the other Party and allow an opportunity to cure the alleged
14 deficiencies, and Plaintiff and Defendants may agree to seek the help of the Mediator to resolve
15 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
16 own attorneys' fees and costs. This provision shall not apply to any legal action or other
17 proceeding instituted by any person or entity other than Plaintiff or Defendant.

18 96. 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, without regard
20 to its conflicts-of-law rules.

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

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

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

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

11 Dated: August 9, 2023

PLAINTIFF AND CLASS REPRESENTATIVE,

12 
13 amy phelan (Aug 9, 2023 21:09 PDT)

14 Amy Phelan

15 Dated: August 30, 2023

DEFENDANT RLS-CMC, INC.

17 
18 Roger Sanchez (Aug 30, 2023 10:19 PDT)

19 By: Roger Lee Sanchez

20 Title: President

21 Dated: August 30, 2023

DEFENDANT ROGER LEE SANCHEZ

23 
24 Roger Sanchez (Aug 30, 2023 10:19 PDT)

Roger Lee Sanchez

25 Dated: August 11, 2023

DEFENDANT JASMINE BORMANN

27 Jasmine Bormann

28 Jasmine Bormann

1
2 **APPROVED AS TO FORM:**

3 Dated: August 10, 2023

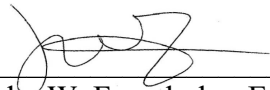
CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP



6 Brian J. Mankin
7 Attorneys for Plaintiff

8 Dated: August 11, 2023

DEFENSE COUNSEL:
LAW OFFICES OF JOHN W. FAGERHOLM, LTD



11 John W. Fagerholm, Esq.
12 Attorneys for Defendant

EXHIBIT “B”

NOV 16 2023

E. Escobedo

NKR

NOV 17 2023
RE

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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 RIVERSIDE

AMY PHELAN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

RLS-CMC, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2101907
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

~~PROPOSED~~ ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

Complaint filed: 4/13/2021

1 Having reviewed the Class and PAGA Settlement Agreement and Release of Claims (the
2 “Settlement Agreement” or “S.A.”), which is attached as Exhibit A to the Declaration of Brian
3 Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on
4 October 16, 2023, between Plaintiff Amy Phelan (“Plaintiff”) and Defendants RLS-CMC, Inc.,
5 Roger Lee Sanchez, and Jasmine Bormann (“Defendants”) (collectively, the “Parties”), as well
6 as the Memorandum of Points and Authorities in Support of the Unopposed Motion for
7 Preliminary Approval of Class Action Settlement, the documents submitted in support of the
8 motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
13 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
14 arms-length negotiations conducted after the Parties adequately investigated and became familiar
15 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
16 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only:

21 All current and former nonexempt employees employed by
22 Defendants in California at any time during the Class Period (which
23 is April 13, 2017, through May 2, 2023).

24 3. Additionally, the “Aggrieved Employees” are defined to include: current and
25 former nonexempt employees employed by Defendants in California at any time during the
26 PAGA Period (which is April 13, 2020, through May 2, 2023).

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiff Amy Phelan as Class
4 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

5 6. The Court approves Phoenix Class Action Administration Solutions to act as the
6 Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the
7 Settlement Agreement, including but not limited to paragraphs 66 through 78. The Settlement
8 Administrator shall file a declaration concurrently with the Motion for Final Approval,
9 authenticating a copy of every Objection Form and Exclusion Form received by the Settlement
10 Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final
11 approval, the Settlement Administrator must give notice of such continuance to any objecting
12 party.

13 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
14 Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively)
15 that the Class Members may use. The Court further finds the Class Notice, Exclusion Form,
16 Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed
17 settlement and of their options in connection with the settlement.

18 8. Class Members who wish to request exclusion, object to the Settlement or dispute
19 Weeks Worked or Share Points via the Exclusion Form and/or Objection Form and/or Dispute
20 Form are directed to mail the appropriate form above to the Settlement Administrator (and not to
21 the Court) within the time periods set forth in the Class Notice.

22 9. The Settlement Administrator is directed to mail the Notice, Request for
23 Exclusion Form, Objection Form, and Dispute Form by first class mail to the Class Members in
24 English in accordance with the Settlement Agreement and schedule set forth below.

25 10. The Court finds that the deadlines and method set forth in the Settlement
26 Agreement for the mailing of the Notice and related forms described herein meet the
27 requirements of due process, provide the best notice practicable under the circumstances,
28 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the

requirements of California law.

11. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members not later than 10 days after it receives the “Class Data” as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

November 9, 2023	Preliminary Approval (PA) hearing
December 4, 2023	<u>24 days after PA (+1 for Sunday)</u> : Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
January 18, 2024	<u>45 days after mailing Notice</u> : Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff’s Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
TBD – March 8, 2024	<u>Approx. 120 days after PA</u> : Final Approval Hearing

1 15. A final approval hearing shall be held in this Court on March 08th,
2 2024 at 8:30 a.m. to determine (1) whether the proposed settlement is fair, reasonable, and
3 adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and
4 Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class
5 Representative.

6 16. Neither this Order, the Settlement Agreement, nor any document referred to
7 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
8 may be construed as, or may be used by Plaintiff or the Class Members in this Action as an
9 admission by or against Defendants or any of the other Released Parties (as that term is defined
10 in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

11 17. The Court may, for good cause shown, extend any of the deadlines set forth in
12 this Order. If any Class Member submits an objection to the settlement and the Final Approval
13 Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give
14 notice of the new hearing date to the objecting party; and

15 18. In the event that the Settlement Agreement does not receive final approval or the
16 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
17 shall be vacated.

18
19 Date: 11/16/23

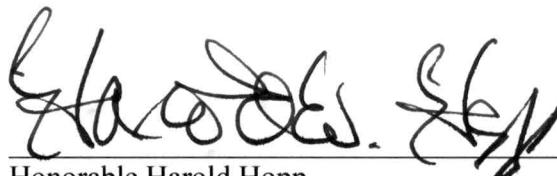

Honorable Harold Hopp

EXHIBIT “C”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00452 Kinzel v RLS-CMC
(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>Geoffrey Kinzel</u> <u>14000-00452 Kinzel v RLS-CMC</u>									
04-13-2021	Approved		Non-Billable	E112 Court fees Chiarito, Tracie		75.00	0.00	1.00	75.00
Receipt for LWDA - submit PACA letter									
04-27-2021	Approved		Non-Billable	E112 Court fees Aguilera, Sophia J.		1,450.00	0.00	1.00	1,450.00
RVSC Submission ID #10699984 to file complaint									
04-30-2021	Approved		Non-Billable	E101 Copying Aguilera, Sophia J.		0.20	0.00	56.00	11.20
56 copies @ \$0.20 for LWDA letter and letter to employer									
04-30-2021	Approved		Non-Billable	E108 Postage Aguilera, Sophia J.		24.01	0.00	1.00	24.01
Postage for the month April 2021									
04-30-2021	Approved		Non-Billable	Attorney Service Aguilera, Sophia J.		148.45	0.00	1.00	148.45
Bosco Inv 5613773 Serve: RLS-CMC, Inc., a Delaware Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; ADR Court: Riverside County Superior Court - Central District									
07-08-2021	Approved		Non-Billable	E112 Court fees Aguilera, Sophia J.		20.00	0.00	1.00	20.00
RVSC Submission ID #10806073 to file stip re FAC									
10-19-2021	Approved		Non-Billable	E112 Court fees Aguilera, Monica A		22.00	0.00	1.00	22.00
RVSC Submission ID #10962296 to File Stip to cont Case management conference									
11-29-2021	Approved		Non-Billable	E125 Mediation Grossi, Tracie L.		450.00	0.00	1.00	450.00
JAMS Ref # 1220071154 - non-refundable case management fee									
03-22-2022	Approved		Non-Billable	Attorney Service Grossi, Tracie L.		16.78	0.00	1.00	16.78
OneLegal Order#17888242 - file doe amendments									
03-25-2022	Approved		Non-Billable	Attorney Service Grossi, Tracie L.		480.06	0.00	1.00	480.06
OneLegal Order #17894324 - file complaint									
03-30-2022	Approved		Non-Billable	Attorney Service Grossi, Tracie L.		100.35	0.00	1.00	100.35

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00452 Kinzel v RLS-CMC
(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>Geoffrey Kinzel</u>									
<u>14000-00452 Kinzel v RLS-CMC</u>									
Bosco Inv #6847317									
Serve: Jasmine Bormann									
Summons; Amendment to Complaint (Fictitious Name); First Amended Class and									
Representative Action Complaint; ADR									
Court: Riverside County Superior Court - Central District									
03-31-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	265.40	0.00	1.00	265.40
Bosco Inv #6847283									
Serve: Roger Lee Sanchez									
Summons; Amendment to Complaint (Fictitious Name); First Amended Class and									
Representative Action Complaint; ADR									
Court: Riverside County Superior Court - Central District									
04-07-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	302.76	0.00	1.00	302.76
Bosco Inv#6866968									
Serve: Jasmine Bormann									
Summons; Amendment to Complaint (Fictitious Name); First Amended Class and									
Representative Action Complaint; ADR									
Court: Riverside County Superior Court - Central District									
Completed on: 04/05/2022									
04-15-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	16.78	0.00	1.00	16.78
OnLegal Order# 18003636 - file (2) Proofs of Service									
04-19-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	294.86	0.00	1.00	294.86
Bosco Inv#6884844									
Serve: Jasmine Bormann, an individual									
Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of									
Department Assignment; Notice of Case Management Conference (Brian Mankin);									
Notice of Case Management Conference (Geoffrey Kinzel); Notice of Case Management									
Conference (Roger Lee Sanchez); Notice of Case Management Conference (Jasmine Bormann); Notice of Case Management									
Conference (Sivester Martinez); ADR									
Court: Riverside County Superior Court - Central District									
Completed on: 04/05/2022									
04-19-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	134.81	0.00	1.00	134.81

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00452 Kinzel v RLS-CMC
(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>Geoffrey Kinzel</u> <u>14000-00452 Kinzel v RLS-CMC</u>									
Bosco Inv#6884864Server: RLS-CMC, Inc., an Illinois Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference (Brian Mankin); Notice of Case Management Conference (Geoffrey Kinzel); Notice of Case Management Conference (Roger Lee Sanchez); Notice of Case Management Conference (Jasmine Bormann); Notice of Case Management Conference (Silvester Martinez); ADR Court; Riverside County Superior Court - Central District Completed on: 04/05/2022									
04-20-2022	Approved		Non-Billable	E112 Court fees L.	Grossi, Tracie	4.00	0.00	1.00	4.00
RVSC fee for copy of document									
04-21-2022	Approved		Non-Billable	Attorney Service L.	Grossi, Tracie	16.78	0.00	1.00	16.78
Onelgal Order#18071861 - file jt strt									
04-25-2022	Approved		Non-Billable	Attorney Service L.	Grossi, Tracie	261.55	0.00	1.00	261.55
Bosco Inv#6884870 Serve: Roger Lee Sanchez, an individual Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference (Brian Mankin); Notice of Case Management Conference (Geoffrey Kinzel); Notice of Case Management Conference (Roger Lee Sanchez); Notice of Case Management Conference (Jasmine Bormann); Notice of Case Management Conference (Silvester Martinez); ADR Court; Riverside County Superior Court - Central District Completed on: 04/14/2022									
04-29-2022	Approved		Non-Billable	Attorney Service L.	Grossi, Tracie	16.78	0.00	1.00	16.78
Onelgal Order#18071981 - file POSS									
05-11-2022	Approved		Non-Billable	Attorney Service L.	Grossi, Tracie	139.45	0.00	1.00	139.45
Bosco Inv#7064989 Deliver the attached to the courtesy box located outside of Courtroom 1 on the 2nd floor of the courthouse located at 3470 Twelfth Street, Riverside, CA 92501 by 5 pm today -Motion -Declaration -Notice of Interested Parties -Proposed Order Court: United States District Court - Central District, Eastern Division Completed on: 05/10/2022									
05-24-2022	Approved		Non-Billable	Attorney Service L.	Grossi, Tracie	107.10	0.00	1.00	107.10

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00452 Kinzel v RLS-CMC
(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
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Geoffrey Kinzel

14000-00452 Kinzel v RLS-CMC

Bosco Inv# 7129632
Deliver chambers copies to: Hon. Jesus Bernal.
-Reply
-Objection
Court: United States District Court - Central District, Eastern Division
Completed on: 05/23/2022

06-20-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order# 18400915 - File Joint Statement								
08-03-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	33.56	0.00	1.00	33.56
Onelgal Order #18660444/18660689 - File Ntc of Change of Address								
08-03-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #18660493 - File Ntc of Change of Address								
09-01-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #18841042 - file Ntc of Related Case								
09-01-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #18841016 - file Notice of Related Case								
09-02-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #18846515 - file joint statement and declaration								
09-06-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #18865028 - file CMS								
11-17-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #19316249 - file CMS								
11-23-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #19352075 - file Joint Statement								
12-09-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00452 Kinzel v RLS-CMC (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>Geoffrey Kinzel</u> <u>14000-00452 Kinzel v RLS-CMC</u>									
12-15-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #19478543 - file Joint Statement									
01-10-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #19603525 - file CMS									
01-17-2023	Approved		Non-Billable	E124 Other expenses	Chiarito, Tracie	24.55	0.00	1.00	24.55
Riverside County Assessor's Office - copy of client's death certificate									
01-19-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #19651349 - file Joint Statement									
01-31-2023	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	33.69	0.00	1.00	33.69
UPS - overnight letter to client's mom									
02-08-2023	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	4.00	0.80
4 copies @ .20 each - Certified Letter to Client's mom									
02-08-2023	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	8.70	0.00	1.00	8.70
Postage for February 2023									
03-06-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.25	0.00	1.00	17.25
Onelgal Order #19951942 - file RFD									
03-10-2023	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	42.00	8.40
42 copies @ .20 each / amended LWDA to company									
03-10-2023	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	27.54	0.00	1.00	27.54
Postage for March 2023									
03-16-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20024481 - file joint statement									
03-25-2023	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	12.49	0.00	1.00	12.49
Receipt for UPS - returned mail from Sheree Kinzel									
04-17-2023	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	4,500.00	0.00	1.00	4,500.00
Cha Mediation Services Inv #706 for 5/2/23 mediation with Phillip Cha									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00452 Kinzel v RLS-CMC
(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>Geoffrey Kinzel</u> <u>14000-00452 Kinzel v RLS-CMC</u>									
04-19-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20240968 - file Stip and Order to Cont CMC									
04-26-2023	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	17.77	0.00	1.00	17.77
UPS Receipt - overnight check to Cha Mediation									
05-05-2023	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	12.79	0.00	1.00	12.79
UPS Receipt - returned mail from Cha Mediation									
05-17-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20420855 - file Stip and Order to Cont CMC									
05-17-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20420857 - file Stip and Order re SAC									
05-23-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20458316 - file SAC									
08-28-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #21092795 - file Joint Statement									
10-18-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	79.01	0.00	1.00	79.01
Onelgal Order #21428808 - file MPA									
02-14-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	125.00	0.00	1.00	125.00
Estimated costs to file MFA and supporting documents via Onelgal									

Project Total 9,564.47
Client Total 9,564.47
Grand Total 9,564.47

EXHIBIT “D”