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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ERIC D. MCDOWELL, an individual; AARON
L. STUBBS, an individual; LEON C. WILLIS,
and individual, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

PENSKE TRUCK LEASING CO., L.P.; and
DOES 1 through 10 inclusive,

Defendants.

LADELL TAYLOR, as an individual, on behalf
of himself and all persons similarly situated,
Plaintiff,

v.

PENSKE LOGISTICS, LLC, a Delaware limited
liability company authorized to do business in
California; PENSKE TRUCK LEASING CO.,
L.P., a Delaware limited partnership authorized
to do business in California; and DOES 1
through 50 inclusive,

Defendants.

ANGEL ZAMORA, GABRIEL LOAIZA and
JORGE GUILLEN, individuals, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiffs,

Case No.: CIVDS2012273

[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]

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

[Hearing scheduled by Order dated April 6, 2022]

Hearing Date: August 29, 2022

Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

1 vs.

2 PENSKE TRUCK LEASING CO., L.P., a
3 Limited Partnership,
Defendant.

4 MARK LUNA, an individual, on behalf of
5 himself and on behalf of all persons similarly
situated,
Plaintiff,

6 v.

7 PENSKE LOGISTICS LLC, a Limited Liability
8 Company; and DOES 1 through 50, Inclusive,
Defendants.

9 PHIL POSTON, individually, and on behalf of
10 other members of the general public similarly
situated;
Plaintiff,

11 vs.

12 PENSKE LOGISTICS, LLC, an unknown
13 business entity; PENSKE TRUCK LEASING
CO., L.P., an unknown business entity; and
14 DOES 1 through 100, inclusive,
Defendants.

15 **Additional Counsel:**

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L. Stubbs, and Leon C. Willis*

1 I, KYLE NORDREHAUG, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Angel Zamora, Gabriel Loaiza, Jorge Guillen, and Mark Luna in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to
6 the matters stated herein. This declaration is being submitted in support to the motion for final approval
7 of the class settlement filed by Plaintiffs Angel Zamora, Gabriel Loaiza, Jorge Guillen, Mark Luna, Phil
8 Poston, Eric D. McDowell, Aaron L. Stubbs, Leon C. Willis, and Ladell Taylor ("Plaintiffs").

9 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
10 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
11 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
12 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
13 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
14 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
15 at my firm have extensive experience in cases involving labor code violations and overtime claims.
16 Class Counsel has litigated similar overtime cases against other employers on behalf of employees,
17 including cases against El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Space Exploration, Union Bank, Verizon, Apple,
19 Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class
20 Counsel have been approved as experienced class counsel during contested motions in state and federal
21 courts throughout California. It is this level of experience which enabled the firm to undertake the
22 instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class. The
25 issues presented in this case required more than just a general appreciation of wage and hour law and
26 class action procedure because this area of practice is still developing as evidenced by the Supreme
27 Court's decision in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012) and the Ninth

Circuit's decision in *Sakkab v. Luxxotica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015), which Class Counsel personally argued.

3. Summary of the Proposed Settlement.

(a) A true and correct copies of the McDowell Class Action Settlement Agreement ["McDowell Agreement"] and the Zamora/Taylor/Luna/Poston Class Action Settlement Agreement ["Zamora Agreement"] between the parties are attached hereto as Exhibit #2. Collectively, the McDowell Agreement and the Zamora Agreement are referred to herein as the "Settlement Agreements". Plaintiffs and Defendants Penske Truck Leasing Co., L.P ("PTL") and Penske Logistics LLC ("PL") (collectively, "Defendants") reached a full and final settlement of the above-captioned action, which is embodied in the Settlement Agreements filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is One Million Dollars (\$1,000,000) of which is for the McDowell Agreement, and One Million Four Hundred Fifty-Five Thousand Dollars (\$1,455,000) of which is for the Zamora Agreement. (McDowell Agreement at ¶ I(P); Zamora Agreement at ¶¶ I(S) and III(B).) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement Administration Expenses; (4) Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Payment. (McDowell Agreement at ¶ I(P); Zamora Agreement at ¶ I(19).) The key financial terms of the settlement are as follows:

	McDowell	Zamora/Taylor/ Luna/Poston	Settlement
Settlement Amount	\$ 1,000,000.00	\$1,455,000.00	\$ 2,455,000.00
Class Representative Service Award (\$10,000/each)	\$ 30,000.00	\$ 60,000.00	\$ 90,000.00
PAGA Settlement	\$ 75,000.00	\$ 30,000.00	\$ 105,000.00
Settlement Administration Costs	\$ 13,700.00	\$ 20,550.00	\$ 34,250.00
Attorneys Fee	\$ 333,333.33	\$ 485,000.00	\$ 818,333.33
Costs	\$ 12,000.00	\$ 70,000.00	\$ 82,000.00
Net Settlement Amount	\$ 535,966.67	\$ 789,450.00	\$ 1,325,416.67

1 (b) The Gross Settlement Amount does not include Defendants' share of payroll taxes.
2 (McDowell Agreement at ¶ III(A); Zamora Agreement at ¶ III(78).) The Gross Settlement Amount shall
3 be all-in with no reversion to Defendants. (McDowell Agreement at ¶ III(A); Zamora Agreement at ¶
4 III(78).)

5 (c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
6 Defendants' share of payroll taxes within thirty (21) calendar days of the Effective Date. (McDowell
7 Agreement at ¶ III(M)(1); Zamora Agreement at ¶ III(82(k).) The Settlement Shares to Participating
8 Class Members will be mailed by the Settlement Administrator within fifteen (15) calendar days after
9 the funding of the Gross Settlement Amount. (McDowell Agreement at ¶ III(M)(2(c); Zamora
10 Agreement at ¶ III(82(k).)

11 (d) The Net Settlement Amount shall equal the net amount available for payment to the Class
12 after deducting the Court-approved amounts for the Class Representative Service Payments, the Class
13 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the
14 Settlement Administration Expenses. (McDowell Agreement at ¶ I(Q); Zamora Agreement at ¶ I(22).)
15 The Net Settlement Amount will be distributed as the Settlement Shares to the Class Members who do
16 not timely request exclusion ("Participating Class Members"). (McDowell Agreement at ¶ III(M)(2(c);
17 Zamora Agreement at ¶ III(82(k).) The Settlement Share will be calculated as follows: (a) the
18 Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks included
19 in the dates of employment to determine a dollar amount per week ("Weekly Rate"); and (b) the
20 Settlement Administrator shall then take the number of weeks worked by each Participating Class
21 Member and multiply it by the Weekly Rate to calculate their Settlement Share. (McDowell Agreement
22 at ¶ III(M)(2)(a); Zamora Agreement at ¶ III(80)(b).)

23 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
24 the Court by mailing the notice packets after updating class members' addresses using the National
25 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
26 notices to any forwarding address provided or updated address located. Declaration of Mary Butler from
27 Simpluris ("Butler Decl.") ¶¶ 5-10. Class Members were provided with the opportunity to exclude
28

1 themselves or "opt out" if they did not want to participate in the settlement. (McDowell Agreement at ¶
2 III(L)(7); Zamora Agreement at ¶ III(82)(e)(iii).) Butler Decl. ¶12, Exh. A.) Only nine Class Members
3 submitted valid request for exclusions and all the other Class Members are deemed Participating Class
4 Members who are bound by the Settlement and will be entitled to receive a Settlement Share. (*Id.*) All
5 Aggrieved Employees will still be paid their allocation of the PAGA Payment, respectively, and will
6 remain bound by the release of the Released PAGA Claims. (*Id.*) The Class Notice also advised Class
7 Members of their right to object to the Settlement and/or dispute their workweeks. (McDowell
8 Agreement at ¶ III(L); Zamora Agreement at ¶ III(82)(d)-(e).) Ex. A.); Butler Decl. ¶¶ 11-13, Exh. A. .

9 (f) A Participating Class Member must cash his or her Settlement Share check within 180 days
10 after it is mailed. (McDowell Agreement at ¶ III(L)(d); Zamora Agreement at ¶ III(82)(l).) The
11 Settlement Administrator will send a reminder to Participating Class Members who have not cashed
12 their checks within 120 days after its last mailing to the affected individual. (*Id.*) Any settlement checks
13 not cashed within 180 days will be voided and any funds from such uncashed checks will be paid to the
14 California State Controller's Unclaimed Property Fund in the name of the Participating Class Member.
15 (*Id.*) Checks to Aggrieved Employees shall be handled in the same manner.

16 (g) Simpluris was appointed by the Court as the Settlement Administrator for the Settlement.
17 (McDowell Agreement at ¶ III(K); Zamora Agreement at ¶ III(81).) From the Gross Settlement Amount,
18 the Settlement Administrator shall be paid for the expenses of administering the Settlement in an amount
19 not to exceed \$30,000. (McDowell Agreement at ¶ III(M)(6); Zamora Agreement at ¶ III(79)(d).) As set
20 forth in the Butler Decl. at ¶ 15, the Settlement Administration Expenses, including fees and costs
21 incurred to-date, as well as anticipated fees and costs for completion of the settlement administration,
22 are \$34,250.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (McDowell Agreement at ¶ III(M)(4); Zamora Agreement at ¶ III(79)(b).) Class Counsel will also be
26 allowed to apply separately for an award of Class Counsel Litigation Expenses Payment for not to
27 exceed \$82,000 for the Zamora./Taylor/Luna/Poston settlement. (Preliminary Approval Order at ¶ 4;

McDowell Agreement at ¶ III(M)(4); Zamora Agreement at ¶ III(79)(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as the Class Representative Service Payments. (Preliminary Approval Order at ¶ 4; McDowell Agreement at ¶ III(M)(3); Zamora Agreement at ¶ III(79)(a).) In support of this separate motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for these requests, including lodestar.

(i) The Parties will seek approval from the Court for the PAGA Payment of \$105,000 out of the Gross Settlement Amount (\$75,000 from the McDowell settlement and \$30,000 from the Zamora./Taylor/Luna/Poston settlement), which shall be allocated 75% (\$78,750) to the LWDA as the LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$26,250) will be distributed to the Aggrieved Employees based on their respective weeks worked during the PAGA Period. (McDowell Agreement at ¶ III(M)(5); Zamora Agreement at ¶ III(79)(c).) All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt out of the Settlement. (McDowell Agreement at ¶ III(L)(7); Zamora Agreement at ¶ III(82)(e)(iii).) As set forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement is "fair, adequate and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at \$2,455,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated April 6, 2022 ("Preliminary Approval Order"), the approved Class Notice has been disseminated

1 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 11,
2 2022, the Settlement Administrator mailed the Court-approved Class Notice to the Class Members,
3 which provided each class member with the terms of the Settlement, including notice of the claims at
4 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards
5 that were being sought, how individual settlement awards would be calculated, and the specific,
6 estimated payment amount to that individual. See Butler Decl. ¶ 8, Exh. A. In disseminating the notices,
7 the Settlement Administrator followed the notice procedures authorized by the Court in its Preliminary
8 Approval Order. Significantly, there have been no objections and nine (9) valid opt-outs. Butler Decl.
9 ¶¶ 11-12. As detailed in the Butler Decl at ¶ 12, there are two late opt outs and one deficient opt out,
10 which need to be addressed. As a result, nearly the entire Class will participate in the Settlement and
11 will be sent a settlement check, representing more than 99% of the Class. See Butler Decl. at ¶ 14.

12
13 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
14 Class Members were not properly paid overtime wages for hours worked and at the correct rate, were
15 not paid minimum wages for all hours worked, were not provided meal and rest periods, were not
16 reimbursed for reasonable business expenses, were not provided accurate itemized wage statements,
17 were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney
18 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the
19 other Class Members by virtue of the foregoing claims.

20
21 6. Procedural History of the Litigation – A detailed summary of the procedural history of
22 these consolidated actions is set forth in the Plaintiffs' motion for preliminary approval and supporting
23 declarations, and is summarized below:

24 Zamora Class Action

25 (a) On January 31, 2020, Plaintiffs Angel Zamora, Gabriel Loaiza, and Jorge Guillen filed a
26 class action against Defendant PTL in Los Angeles County Superior Court, individually and on behalf of
27 a purported class of similarly situated persons (the "Zamora Class Action"). Defendant PLT removed
28

1 the Zamora Class Action to the United States District Court, Central District of California on March 16,
2 2020. Thereafter, on August 28, 2020, Plaintiffs Angel Zamora, Gabriel Loaiza, and Jorge Guillen filed
3 a First Amended Complaint, and subsequently filed a Second Amended Complaint on March 24, 2021,
4 asserting class claims for: (1) violation of Business and Professions Code § 17200 et seq.; (2) failure to
5 pay overtime wages in violation of Labor Code § 510; (3) failure to pay minimum wages in violation of
6 Labor Code §§ 1194, 1197, 1197.1; (4) failure to provide required meal periods in violation of Labor
7 Code §§ 226.7 and 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Order; (5)
8 failure to provide required rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable
9 IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Labor Code §
10 226; (7) failure to reimburse employees for required expenses in violation of Labor Code § 2802; and
11 (8) failure to provide wages when due in violation of Labor Code §§ 201, 202 and 203.

12 Zamora PAGA Action

13 (b) On November 20, 2020, Plaintiffs Angel Zamora, Gabriel Loaiza, and Jorge Guillen filed
14 a separate representative action against Defendant PTL pursuant to the PAGA in the Superior Court of
15 the State of California, County of Los Angeles, on behalf of the State of California as private attorneys
16 general, asserted one cause of action for civil penalties pursuant to PAGA for violations of Labor Code
17 §§ 201, 202, 203, 204, 206.5, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
18 2802. Defendant PTL filed a Demurrer, which was overruled.

19 Luna Class Action

20 (c) On November 12, 2020, Plaintiff Mark Luna filed a class action against Defendant PL in
21 Sacramento County Superior Court, individually and on behalf of a purported class of similarly situated
22 persons (the “Luna Class Action”), asserting claims for: (1) violation of the Business and Professions
23 Code § 17200 et seq.; (2) failure to pay overtime wages in violation of Labor Code § 510; (3) failure to
24 pay minimum wages in violation of Labor Code §§ 1194, 1197, 1197.1; (4) failure to provide required
25 meal periods in violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order; (5)
26 failure to provide required rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable
27 IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Labor Code §

226; (7) failure to reimburse employees for required expenses in violation of Labor Code § 2802; (8) failure to provide wages when due in violation of Labor Code §§ 201, 202 and 203; and (9) wrongful termination in violation of public policy. Penske Logistics removed the Luna Class Action to the United States District Court, Eastern District of California on January 15, 2021.

Luna PAGA Action

(d) On January 20, 2021, Plaintiff Luna filed a separate representative action against Defendant PL pursuant to the PAGA in Sacramento County Superior Court, seeking civil penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) (the “Luna PAGA Action”). Defendant PL filed a Demurrer, which was overruled, but the matter was stayed.

Taylor Class Action

(e) On October 16, 2020, Plaintiff Taylor filed a class action Complaint against Defendants in the Superior Court of the State of California, County of San Bernardino (the “Taylor Class Action”). Plaintiff Taylor asserted claims that Defendants: a. Failed to provide legally compliant meal periods or proper compensation in lieu thereof in violation of Labor Code §§ 204 226.7 & 512 b. Failed to provide legally compliant rest periods or proper compensation in lieu thereof in violation of Labor Code §§ 204 and 226.7; c. Failed to timely pay minimum, regular, and/or overtime wages in violation of Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1199; d. Failed to timely pay all wages due and owed upon separation of employment in violation of Labor Code §§ 201-203, and 210; e. Failed to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 1174, and 1174.5; and f. Violated California’s Unfair Competition Law (Bus. & Prof. Code §§ 17200, et seq.) Defendant removed the Taylor Class Action to the United States District Court for the Central District of California, and then the parties to the Taylor Class Action stipulated for leave to file a First Amended Complaint, which was filed on February 9, 2021. Following two pleading challenges, Plaintiff Taylor filed a Third Amended Complaint on October 8, 2021. Defendants filed an Answer on October 22, 2021.

1 Taylor PAGA Action

2 (f) On December 28, 2020, Plaintiff Taylor filed a filed a separate PAGA Complaint against
3 Defendants in the Superior Court of the State of California, County of San Bernardino, on behalf of the
4 State of California as a private attorneys general, seeking civil penalties for violations of Labor Code §§
5 98.6 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1102.5 1194, 1197, 1174, 1198, 1199, 6310, and the
6 relevant sections of IWC Wage Orders (the “Taylor PAGA Action”). Plaintiff Taylor subsequently
7 dismissed Defendant PTL and the meal/rest period claims. Defendant PL filed a Demurrer to Plaintiff
8 Taylor’s First Amended Complaint, which was overruled, but the matter was stayed.

9 Poston Class Action

10 (g) On February 25, 2021, Plaintiff Poston filed a class action Complaint against Defendants
11 in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV07387 (the
12 “Poston Class Action”). Plaintiff Poston asserted claims that Defendants: Failed to pay overtime wages
13 in violation of California Labor Code §§ 510 and 1198; b. Failed to provide required meal periods and
14 pay proper meal period premiums in violation of California Labor Code §§ 226.7 & 512; c. Failed to
15 provide required rest periods and pay proper rest period premiums in violation of California Labor Code
16 §§ 226.7; d. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 and
17 1197.1; e. Failed to pay wages when due upon termination of employment in violation of California
18 Labor Code §§ 201 and 202; f. Failed to timely pay wages when due during employment in violation of
19 California Labor Code § 204; g. Failed to provide accurate itemized wage statements in violation of
20 California Labor Code § 226(a); h. Failed to keep requisite payroll records in violation of California
21 Labor Code § 1174(d); i. Failed to reimburse employees for required expenses in violation of California
22 Labor Code §§ 2800 and 2802; and j. As a result of the above-described violations of California law,
23 engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, et
24 seq. Defendants filed an answer and then removed the Poston Class Action to the United States District
25 Court for the Central District of California.

26 Poston PAGA Action

27 (h) On June 7, 2021, Plaintiff Poston filed a Complaint for Enforcement Under the Private
28

1 Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in the Superior Court
2 of the State of California, County of Los Angeles, Case No. 21CMCV00142, on behalf of the State of
3 California, as a private attorney general, seeking civil penalties under PAGA for violations of Labor
4 Code §§ 201, 202, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,
5 2800 and 2802 (the “Poston PAGA Action”). Defendants filed a Demurrer to the Poston PAGA Action,
6 which was sustained.

7 Global Mediation

8 (i) During the pendency of the Actions, Plaintiffs engaged in extensive litigation and
9 investigation as to the claims alleged. This work included legal research and the analysis of relevant data
10 for purpose of evaluating the merits and the value of the class claims. Prior to filing suit, Plaintiffs’
11 counsel requested and reviewed Plaintiffs’ respective employment records. There were also numerous
12 depositions taken and extensive written discovery exchanged. Plaintiffs’ Counsel spent significant time
13 and efforts reviewing Defendants’ document production to determine, among other things, the legality
14 of Defendants’ written policies and the violation rates for each of the respective claims. Plaintiffs’
15 Counsel also retained data experts who reviewed and analyzed Defendants’ voluminous payroll and
16 timekeeping data, which permitted counsel to prepare a liability analysis and identify Defendants’
17 potential exposure should Plaintiffs succeed on the asserted claims at trial. The documents, information,
18 and data obtained from Defendants was more than sufficient to analyze the Labor Code violations
19 alleged by Plaintiffs and to make an informed decision about the resolution of this case.

20 (j) In September of 2021, after extensive meet and confer efforts, Defendants and Plaintiffs
21 Ladell Taylor, Angel Zamora, Gabriel Loaiza, Jorge Guillen, Mark Luna, and Phil Poston agreed to
22 participate in a global mediation with Mr. Louis Marlin. The parties participated in a full-day mediation
23 on November 10, 2021. During the mediation session, the parties engaged in good-faith, non-collusive
24 negotiations; exchanged additional information regarding the realistic damages exposure to Defendants;
25 discussed the relative strengths and weaknesses of the asserted claims; considered the risks and delays of
26 further litigation; researched the current state of the law as it related to the claims and defenses; and
27 contemplated the difficulty in obtaining and maintaining class certification of each claim. The mediation

1 session resulted in a mutual agreement to settle Plaintiffs Ladell Taylor, Angel Zamora, Gabriel Loaiza,
2 Jorge Guillen, Mark Luna, and Phil Poston's claims. The Mediator's role in resolving this case was
3 extremely helpful in managing the Parties' expectations and providing a useful and neutral analysis of
4 the issues and risks to all Parties. (At all times, the Parties' negotiations were hard-fought and conducted
5 at arm's length between attorneys with substantial wage and hour class action experience, and the
6 Settlement is evidence of the Parties' substantial efforts to reach a mutually agreeable compromise.

7 Settlement and Consolidation

8 (k) In connecting with the settlement of Taylor, Zamora, Luna, and Poston Class and PAGA
9 Actions, the Parties agreed to file a Second Amended Consolidated Complaint in the matter of *Eric*
10 *McDowell et al. v. Penske Truck Leasing Co., L.P.*, Case No. CIVDS2012273, pending in the Superior
11 Court of the State of California, County of San Bernardino, which was also settled through a prior
12 mediation with Mr. Marlin. The Parties' stipulation for leave to file Second Amended Consolidated
13 Complaint was granted, and the Second Amended Consolidated Complaint was filed.

14 (l) The Parties continued to negotiate the terms of the settlement and prepared the final
15 Agreement which was signed by the Parties and is now presented to this Court for preliminary approval.
16 Accordingly, for purposes of this Settlement, the "Class" is "all individuals who are or previously were
17 employed by Defendant Penske Logistics LLC and/or Defendant Penske Truck Leasing Co., L.P. in
18 California who were classified as non-exempt employees during the Class Period." The "Class Period"
19 is from January 31, 2016 through and including April 6, 2022. (Preliminary Approval Order at ¶ 5.)
20 There are a total of 5,800 Participating Class Members. Butler Decl. ¶ 14.

21 (m) Class Counsel has conducted a thorough investigation into the facts of the class action.
22 Over the course of more than two years, Class Counsel has diligently evaluated the Class Members'
23 claims against Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class
24 Counsel with access to necessary information for the Class. In addition, Class Counsel previously
25 negotiated settlements with other employers in actions involving nearly identical issues and analogous
26 defenses. Based on the foregoing data and their own independent investigation, evaluation and
27 experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
2 facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and
3 potential appellate issues.

4
5 7. History of Settlement Discussions

6 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
7 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
8 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
9 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
10 Claims of the Class in accordance with this Settlement. Class Counsel are experienced and qualified to
11 evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and
12 settlement, and Class Counsel are experienced in wage and hour employment law class actions, as Class
13 Counsel has previously litigated and certified similar claims against other employers.

14 (b) The Parties attended two arms-length mediation sessions with Louis Marlin, a respected and
15 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
16 for the mediations, Defendants provided Class Counsel with necessary information for the members of
17 the Class, including time data, payroll data and data concerning the composition of the Class. Plaintiffs
18 analyzed the data with the assistance of damages experts, Berger Consulting, and prepared and
19 submitted mediation briefs and damage valuation to the Mediator. At the conclusion of the all-day
20 mediations, the Parties agreed to this Settlement.

21 (c) From July 2021 to April 2022, the Settlement Agreements and exhibits thereto were
22 finalized and executed and presented to this Court for preliminary approval. On April 6, 2022, the Court
23 issued its Order granting preliminary approved of the settlement as fair and reasonable to the Class.

24 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
25 my judgment as experienced Class Counsel, this Settlement should be finally approved.

26
27 8. The outcome of this case would have been uncertain and fraught with risks.

1 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
2 the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied
3 with all applicable Labor laws. Defendants argued that all work time was recorded and paid, and that
4 there was no miscalculation of the regular rate. Defendants contend that their meal and rest period
5 policies fully complied with California law and that although Defendants' timekeeping system recorded
6 meal periods, all meal periods were provided. Defendants paid some meal premiums and could
7 therefore argue that any missed meals were compensated. Defendants also contend that they
8 reimbursed employees for all business expenses for which reimbursement was required. Further,
9 Defendants argued that Defendants were not required to record rest periods and that there was no
10 evidence that rest periods were not provided given the facially lawful policies. Finally, Defendants
11 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
12 weakens Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
13 claims. Defendants also argue that based on their facially lawful practices, they acted in good faith and
14 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
15 inaccurate wage statements. In fact, under the current state of the law, it is questionable whether these
16 penalties could be awarded at all based upon the alleged meal and rest period violations. If successful,
17 Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
18 believe that these defenses could be overcome, Defendants maintain these defenses have merit and
19 therefore present a serious risk to recovery by the Class.

20 (b) There was also a significant risk that, if the Actions were not settled, Plaintiffs would be
21 unable to obtain class certification and thereby not recover on behalf of any employees other than
22 themselves. Defendants argued that the individual experience of each putative class member varied with
23 respect to the claims. Defendants could also contest class certification by arguing injury and good faith
24 were case by case determinations that precluded class certification. Plaintiffs are aware of cases where
25 class certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885,
26 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest break claims). Defendants also
27 contended that individual differences in work experiences not only impacted damages but would also

1 impact certification. Finally, even if class certification was successful, as demonstrated by the
2 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
3 significant hurdles to overcome for a class wide recovery even where the class has been certified. While
4 other cases have approved class certification in wage and hour claims, class certification in this action
5 would have been hotly disputed and was by no means a foregone conclusion.

6 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
7 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of
8 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
9 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
10 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
11 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
12 and length of a trial against Defendants through possible appeals which could take at least another two
13 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
14 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
15 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
16 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
17 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs
18 and Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon
19 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the
20 McDowell Agreements in the best interest of the Class.

21 (d) The calculations to compensate for the amount due to the Class Members at the time this
22 Settlement was negotiated were calculated by Plaintiffs' experts, Berger Consulting in advance of
23 mediation. For the individuals whose claims are at issue in the Actions, Plaintiffs analyzed the data for
24 putative class members and determined the potential maximum damages for the class claims. For the
25 Class, counsel estimated a maximum possible exposure of \$53,492,267. Plaintiffs determined that the
26 maximum potential unpaid overtime due to the alleged miscalculation of the regular rate was \$398,392,
27 the potential off-the-clock damages were \$5,279,904 for an alleged 5,334 hours of unpaid work, the

1 maximum potential meal period damages were estimated to be \$6,391,163, after deducting premiums
2 actually paid by Defendants, the maximum rest period damages were estimated to be \$23,769,040, the
3 maximum potential unpaid wages from rounding was \$223,397, and in addition, Plaintiffs calculated
4 that the maximum value of the waiting time penalties was \$9,689,271, and the maximum value of the
5 wage statement penalties was \$7,741,100, however, these wage statement and waiting time penalties
6 claims potentially had a much smaller value, even if damages were awarded, to the extent that they are
7 only derivative of the meal and rest break claims.¹ Consequently, the Gross Settlement Amount
8 represents a reasonable compromise of the value of the potential maximum damages at issue for the
9 Class in this case, assuming these amounts could all be proven in full at trial. The above maximum
10 calculations should then be adjusted in consideration for both the risk of certification and the risk of
11 establishing class-wide liability on all claims. Given the amount of the Settlement as compared to the
12 potential value of the claims, the Settlement is most certainly fair and reasonable.

13 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
14 significant recovery, particularly when viewed in light of the fact that the Defendants asserted serious
15 and substantial defenses both to liability and to class certification. Currently, the maximum and average
16 class member allocation are \$809 and \$226, respectively. See Butler Decl. ¶14. Given the complexities
17 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is
18 fair, reasonable and adequate, and should be finally approved.

19 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
20 prevail against the Defendants' factual and legal defenses. While Plaintiffs and Class Counsel believe in
21

22 ¹ **Error! Main Document Only.** As to the alleged claims for penalties pursuant to Labor Code §§ 203
23 and 226, Plaintiffs recognized that these claims were subject to various defenses asserted by Defendants,
24 including a good faith dispute defense as to whether any wages for meal or rest periods or given
25 Defendants' position that employees were properly compensated. See e.g. *Reber v. AIMCO/Bethesda*
26 *Holdings, Inc.*, 2008 WL 4384147, at *9 (C.D. Cal. 2008); *Nordstrom Commission Cases*, 186 Cal. App.
27 4th 576, 584 (2010). Additionally, at the time of mediation there was doubt as to whether violations of
28 the meal and rest period regulations, which require payment of a "premium wage" for each improper
meal period, give rise to claims under sections 203 and 226. See *Ling v. P.F. Chang's China Bisto, Inc.*,
245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308,
1336 (2018). As a result, at mediation the viability of Plaintiff's claims on these theories was uncertain.

1 the merits of the claims, Defendants have asserted real and substantial defenses to these claims and to
2 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
3 Plaintiffs' case and the risk of establishing class wide liability and damages.

4
5
6 Attorneys' Fees and Costs:

7 9. In defining a reasonable fee, the Court should mimic the marketplace for cases involving
8 a significant contingent risk such as this one. Our legal system places unique reliance on private
9 litigants to enforce substantive provisions of employment law through class actions. See *Gentry v.*
10 *Superior Court*, 42 Cal. 4th 443, 450-6 (2007) (confirming the public importance of private enforcement
11 of overtime laws through class actions). Therefore, attorneys providing these substantial benefits
12 should be paid an award equal to the amount negotiated in private bargaining that takes place in the
13 legal market place. There is a substantial difference between the risk assumed by attorneys being paid
14 by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can
15 go to the bank with his fee. The attorney working on a contingent basis can only log hours while
16 working without pay towards a result that will hopefully entitle him to a market place contingent fee
17 taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney
18 receives nothing. To represent the Class on a contingent fee basis, Class Counsel also had to forego
19 compensable hourly work on other cases to devote the necessary time and resources to this contingent
20 case. In this case, the representation by my firm and the nature of the fee was wholly contingent.
21 BNBD subjected themselves to this contingent fee market risk in this all or nothing contingent fee case
22 wherein the necessity and financial burden of private enforcement makes the requested award
23 appropriate. This case was litigated on a contingent basis over several years, with all of the risk factors
24 inherent in such an uncertain undertaking. At the time this case was brought, the result was far from
25 certain. Defendants' practices at issue here had been in place for years. Defendants' numerous
26 defenses to the merits of the case and to class certification created difficulties with proof and complex
27 legal issues for Class Counsel to overcome. Indeed, I am aware of other similar cases where the court

1 dismissed the class allegations or denied class certification. Under such contingent circumstances,
2 courts have held that a risk multiplier must be applied to the fee award. The Settlement was possible
3 only because Class Counsel was able to convince Defendants that Plaintiffs could potentially prevail on
4 the contested issues regarding liability, achieve class certification, overcome difficulties in proof as to
5 monetary relief and take the case to trial if need be. In successfully navigating these hurdles Class
6 Counsel displayed the necessary skills in both wage and hour and class action litigation. The high
7 quality of the Class Counsel's work in this case was mandated by the vigorous defense presented by
8 counsel for Defendants. Over the last years of litigation, Class Counsel was required to invest
9 substantial time and resources in investigation, litigation, the determination of potential damages and
10 communicating with and responding to opposing counsel's and class members' requests and inquiries.

11 10. From March 11, 2019 to August 3, 2022, my firm has worked more than 1,030 hours
12 prosecuting these class claims with the attorneys' hourly fee rates for attorneys ranging from \$475 to
13 \$795, which resulted in lodestar for BNBD relating to the class claims for this period in the amount of
14 \$564,106. In addition, there will be additional work performed to complete the settlement process.
15 Attached hereto as Exhibits #3, 4, and 5 are a true and correct copy of the BNBD billing statements for
16 this matter which sets forth the specific tasks, time and attorney for the work performed on this matter.²
17 As evidenced by the billing, Class Counsel's work was efficiently performed and highly successful. As
18 a result, this Court may conclude that the requested award is fair and reasonable and is justified under
19 California law.

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

27 ² BNBD switched billing systems in June 2022, so Exhibits #3 and 4 contain the billing for inception to June 2022, and
28 Exhibit #5 contains the billing from June 2022 to August 3, 2022.

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

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

February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded a one-third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded a one-third fee award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded a one-third fee award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded a one-third fee award in a wage and hour class settlement. On September 13, 2021, in *Smith v. California Protection and Investigation Services* (Los Angeles Superior Court Case No. 19STCV14719), Judge Daniel Buckley awarded a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and

1 hour class action settlement.

2 13. As part of the Agreement II at paragraph III(79)(b), the parties to the
3 Zamora./Taylor/Luna/Poston settlement agreed that Class Counsel may seek “an amount not more than
4 \$70,000 for all expenses incurred as documented in Class Counsel’s billing records as their Class
5 Counsel Litigation Expenses Payment.” To date, BNBD has incurred litigation expenses of \$42,055.93.
6 These litigation expenses include the expenses incurred for filing fees, expert expenses, mediation
7 expenses, attorney service charges (Knox, One Legal), deposition expenses, CourtCall and LA
8 Courtconnect charges, reporter transcripts and delivery charges, all of which are costs normally billed
9 to and paid by the client. These costs were reasonably incurred by BNBD in the prosecution of this
10 matter and are set forth in the BNBD billing records attached hereto as Exhibit #3, 4 and 6.³ Class
11 Counsel were required to advance all costs in this litigation. Especially in this type of litigation where
12 the corporate defendant and their attorneys are well funded, this can prove to be very expensive and
13 risky. Accordingly, because the risk of advancing costs in this type of litigation can be significant, it is
14 therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiffs and Class
15 Counsel in prosecuting this action on behalf of the Class were very substantial. BNBD has previously
16 litigated cases and advanced costs, but received no recovery. To date, BNBD advanced more than
17 \$42,055.93 in costs which could not have been recovered if this case had been lost.

18 14. I respectfully request that for their service as the class representatives, Plaintiffs should
19 be awarded the agreed service award of \$10,000 each, in accordance with the Settlement Agreements
20 for their time, risk and effort expended on behalf of the Class as the class representative. Defendant has
21 agreed to this payment and there have been no objections to the requested service award. The
22 Declarations of Plaintiffs Angel Zamora, Gabriel Loaiza, Jorge Guillen, and Mark Luna were
23 previously submitted in support of their requests, and are attached hereto as Exhibits #7, 8, 9, and 10
24 for the Court’s reference. As the representatives of the Class, Plaintiffs performed their duty to the
25 Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the
26

27 ³ BNBD switched billing systems in June 2022, so Exhibits #3 and 4 contain the billing for inception to June 2022, and
28 Exhibit #6 contains the billing from June 2022 to August 3, 2022.

1 course of the litigation, responding to numerous requests, searching for documents, working with
2 counsel, and reviewing the settlement documentation. As set forth in the Settlement Agreements, the
3 Plaintiffs, are also providing a comprehensive release as part of the Settlement, far beyond the class
4 release. The Declaration of the Plaintiffs detail the involvement, stress and risks they each undertook
5 as a result of this Action. The Plaintiffs also assumed the serious risk that they might possibly be liable
6 for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future
7 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiffs’
8 participation, cooperation and information, no other employees would be receiving any benefit. The
9 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
10 is well within the currently awarded range for similar settlements. The requested award is also
11 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
12 and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab.
13 Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v.*
14 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where
15 class member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D.
16 Cal. 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014)
17 (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an
18 individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal.
19 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life &*
20 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
21 \$25,000 service award); *Aguir v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
22 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
23 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
24 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles
25 County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l,*
26 *LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
27 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.

BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
Buckmire v. Jo-Ann Stores, Inc., Case No. BC394795, Los Angeles County Superior Court (June, 11,
2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
Universal Health Services, Inc., Case No. BC391958, Los Angeles County Superior Court (May 27,
2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
v. sunglass Hut Int'l, Inc., Case No. BC422934, Los Angeles County Superior Court (July 2,
2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award);
Ordaz v. Rose Hills Mortuary, L.P., Case No. BC386500, Los Angeles County Superior Court, (Mar.
19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
Silva v. Catholic Mortuary Services, Inc., Case No. BC408054, Los Angeles County Superior Court
(Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
Inc., Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County
Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No.
109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award);
Bejarano v. Amerisave Mortgage Corp., Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
Contreras v. Serco Inc., Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
\$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*

1 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
2 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior
3 Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case
4 No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000
5 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457
6 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C.
7 Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service
8 award).

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 4th day of August, 2022, at San Diego, California.

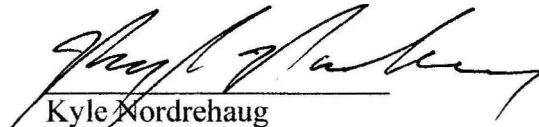
12
13
14 
15 Kyle Nordrehaug

EXHIBIT #1

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FIRM RESUME

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment Sua Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

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

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

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

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

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

EXHIBIT #2

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Angel Zamora, Gabriel Loaiza, Jorge Guillen, Ladell Taylor, Mark Luna, and Phil Poston (collectively, “Plaintiffs”) and defendants Penske Truck Leasing Co., L.P. (“PTL”) and Penske Logistics LLC (“PL”) (collectively, “Defendants”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Actions” collectively means the following complaints that were filed in California state court and any amendments thereto, which are captioned as: (1) *Angel Zamora, et al. v. Penske Truck Leasing Co, L.P.*, Case No. 2:20-cv-02503 ODW(MRWx), pending in United States District Court, Central District of California; (2) *Angel Zamora, et al. v. Penske Truck Leasing Co, L.P.*, Case No. 20STCV46359, pending in the Superior Court of the State of California, County of Los Angeles; (3) *Ladell Taylor, et al. v. Penske Logistics LLC*, Case No. 5:20-cv-02623-ODW (MRWx), pending in the United States District Court, Central District of California; (4) *Ladell Taylor, et al v. Penske Logistics LLC*, Case No. CIVSB2029173, pending in the Superior Court of the State of California, County of San Bernardino; (5) *Mark Luna v. Penske Logistics LLC*, Case No. 2:21-cv-00081-TLN-JDP, pending in the United States District Court, Eastern District of California; (6) *Mark Luna v. Penske Logistics LLC*, Case No. 34-2021-00292756, pending in the Superior Court of the State of California, County of Sacramento; (7) *Phil Poston v. Penske Logistics LLC*, Case No. 21STCV07387 filed in the Superior Court of the State of California, County of Los Angeles, removed to the United States District Court, Central District of California, Case No. 2:21-cv-03939; and (8) *Phil Poston v. Penske Logistics, LLC*, Case No. 21CMCV00142, pending in the Superior Court of the State of California, County of Los Angeles.
2. “Aggrieved Employees” means (i) all individuals who were employed by Penske Logistics LLC in California as non-exempt employees at any time during the period October 28, 2019 to April 6, 2022 (the “PL Aggrieved Employees”), and (ii) all individuals who were employed by Penske Truck Leasing Co., L.P. in California as non-exempt employees at any time during the period September 25, 2018 to April 6, 2022 (the “PTL Aggrieved Employees”).
3. “Class” means all individuals who are or previously were employed by Defendant Penske Logistics LLC and/or Defendant Penske Truck Leasing Co., L.P. in California who were classified as non-exempt employees during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP (BNBD); Graham S.P. Hollis, Vilmarie Cordero, Hali M. Anderson and Monique R. Rodriguez of GrahamHollis, APC (GH); and

Edwin Aiwarzian, Arby Aiwarzian, and Joanna Ghosh of Lawyer *for* Justice, PC (LFJ).

5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
6. “Class Data” means for each Class Member, his or her full name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendants); his or her dates of employment, and data allowing the Settlement Administrator to calculate the number of weeks in which he or she actually performed any work during the Class Period and PAGA Period.
7. “Class Member” is any individual that falls within the definition of the “Class.”.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) along with a Spanish translation of the Class Notice.
10. “Class Period” means the period of time from January 31, 2016 through and including April 6, 2022.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Actions, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of San Bernardino.
13. “Defendants” means Penske Truck Leasing Co., L.P. and Penske Logistics LLC, collectively.
14. “Defendants’ Counsel” means Evan R. Moses, Noel M. Hicks, and Justin Dean of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
15. “Effective Date” means the date by which all of the following have occurred:

1. This Agreement is approved by the Court; and
2. The Judgment becomes Final as defined in Section I.17. of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means One Million Four Hundred Fifty-Five Thousand Dollars and Zero Cents (\$1,455,000.00), exclusive of the employer’s share of payroll taxes to be paid by Defendants as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, but excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages, which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendants. The Gross Settlement Amount shall be paid without the need to submit a claim form.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “McDowell Action” means the lawsuit entitled *Eric McDowell et al. v. Penske Truck Leasing Co., L.P.*, Case No. CIVDS2012273, pending in the Superior Court of the State of California, County of San Bernardino.
22. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.

23. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
24. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*
25. “PAGA Period” means the period of time period from October 28, 2019 to April 6, 2022 for the PL Aggrieved Employees and September 25, 2018 to April 6, 2022 for the PTL Aggrieved Employees.
26. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
27. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
28. “Released Parties” collectively mean: Defendants, and Defendants’ respective past, present and/or future parents, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, benefit plans and joint venturers.
29. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement.
30. “Settlement Administrator” means the third party settlement administrator proposed by the Plaintiffs, as approved by the Court.
31. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

Zamora Class Action

30. On January 21, 2020, Plaintiffs Zamora, Loaiza and Guillen (“Zamora Plaintiffs”) filed a class action Complaint against PTL in the Superior Court of the State of California, County of Los Angeles (the “Zamora Class Action”). The Zamora Plaintiffs asserted claims that PTL:
 - a. Violated California Business and Professions Code (“Business and Professions Code”) § 17200 *et seq.*;
 - b. Failed to pay overtime wages in violation of California Labor Code (“Labor Code”) § 510, *et seq.*;
 - c. Failure to pay minimum wages in violation of Labor Code §§ 1194, 1197, 1197.1;

- d. Failed to provide required meal periods in violation of Labor Code §§ 226.7 & 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order;
 - e. Failed to provide required rest periods in violation of Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of Labor Code § 226;
 - g. Failed to reimburse employees for required expenses in violation of Labor Code § 2802; and,
 - h. Failed to provide wages when due in violation of Labor Code §§ 201, 202 and 203.
- 31. On March 3, 2020, PTL removed the *Zamora* Class Action to the United States District Court, Central District of California.
 - 32. On March 23, 2020, PTL filed a motion to dismiss the *Zamora* Class Action Complaint.
 - 33. On April 30, 2020, the *Zamora* Plaintiffs filed a motion to remand the *Zamora* Class Action to state court.
 - 34. On August 17, 2020, the United States District Court, Central District of California denied the *Zamora* Plaintiffs’ motion to remand to state court and granted PTL’s motion to dismiss, with leave to amend.
 - 35. On August 28, 2020, the *Zamora* Plaintiffs filed a First Amended Class Action Complaint against PTL that contained the same causes of action, but included additional factual allegations as requested by the United States District Court, Central District of California.
 - 36. On September 11, 2020, PTL filed a motion to dismiss and motion to strike portions of the First Amended Class Action Complaint in the *Zamora* Class Action.
 - 37. On March 3, 2021, the United States District Court, Central District of California granted PTL’s motion to dismiss and motion to strike, with leave to amend.
 - 38. On March 21, 2021, the *Zamora* Plaintiffs filed a Second Amended Class Action Complaint against PTL that narrowed the scope of the allegations to address the concerns raised by the United States District Court, Central District of California.
 - 39. On April 7, 2021, PTL filed an answer to the Second Amended Class Action Complaint.

Zamora PAGA Action

40. On November 30, 2020, the *Zamora* Plaintiffs filed a separate representative PAGA Complaint against PTL in the Superior Court of the State of California, County of Los Angeles, on behalf of the State of California as private attorneys general (the “*Zamora* PAGA Action”). The *Zamora* PAGA Action asserted one cause of action for civil penalties pursuant to PAGA for violations of Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802.
41. On February 10, 2021, PTL filed a demurrer to the PAGA Complaint in the *Zamora* PAGA Action, or in the alternative, motion to stay the *Zamora* PAGA Action pending the resolution of the *Zamora* Class Action.
42. On June 16, 2021, the Superior Court of the State of California, County of Los Angeles overruled PTL’s demurrer to the PAGA Complaint in the *Zamora* PAGA Action and denied PTL’s motion to stay the *Zamora* PAGA Action.

Taylor Class Action

43. On October 16, 2020, Plaintiff Taylor filed a class action Complaint against Defendants PL and PTL in the Superior Court of the State of California, County of San Bernardino (the “*Taylor* Class Action”). Plaintiff Taylor asserted claims that Defendants:
 - a. Failed to provide legally compliant meal periods or proper compensation in lieu thereof in violation of Labor Code §§ 204 226.7 & 512;
 - b. Failed to provide legally compliant rest periods or proper compensation in lieu thereof in violation of Labor Code §§ 204 and 226.7;
 - c. Failed to timely pay minimum, regular, and/or overtime wages in violation of Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1199;
 - d. Failed to timely pay all wages due and owed upon separation of employment in violation of Labor Code §§ 201-203, and 210;
 - e. Failed to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 1174, and 1174.5; and
 - f. Violated California’s Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*)
44. On December 18, 2020, Defendants removed the *Taylor* Class Action to United States District Court, Central District of California.
45. On February 2, 2021, Defendants and Plaintiff Taylor filed a stipulation for leave for Plaintiff Taylor to file a First Amended Complaint, which was granted by the United States District Court, Central District of California on February 4, 2021.

46. On February 9, 2021, Plaintiff Taylor filed a First Amended Complaint, removing Plaintiff Taylor's claims for failure to provide legally compliant meal periods and failure to provide legally compliant rest periods and dismissing PTL as named defendant.
47. On March 11, 2021, Defendants filed a motion to dismiss Plaintiff Taylor's First Amended Complaint.
48. On March 25, 2021, PL and Plaintiff Taylor filed a stipulation for leave for Plaintiff Taylor to file a Second Amended Complaint.
49. On March 26, 2021, the United States District Court, Central District of California, granted the stipulation for leave for Plaintiff Taylor to file a Second Amended Complaint, and denied as moot Defendants' motion to dismiss Plaintiff Taylor's First Amended Complaint.
50. On March 30, 2021, Plaintiff Taylor filed a Second Amended Complaint that removed Plaintiff Taylor's claim for violations of California's Unfair Competition Law.
51. On April 23, 2021, Defendants filed a motion to dismiss Plaintiff Taylor's Second Amended Complaint.
52. On September 20, 2021, the United States District Court, Central District of California granted, in part, and denied, in part, Defendants' motion to dismiss Plaintiff Taylor's Second Amended Complaint, with leave for Plaintiff Taylor to file a Third Amended Complaint.
53. On October 8, 2021, Plaintiff Taylor filed a Third Amended Complaint against PL, alleging class claims of: (1) Failure to furnish accurate itemized wages statements in violation of Labor Code § 226, and (2) Failure to maintain accurate records in violation of Labor Code § 226; and an individual claim for failure to timely pay all wages due and owing upon separation in violation of Labor Code §§ 200-204 and 210.
54. On October 22, 2021, Defendants filed an answer to Plaintiff Taylor's Third Amended Complaint.

Taylor PAGA Action

55. On December 28, 2020, Plaintiff Taylor filed a separate PAGA Complaint against Defendants in the Superior Court of the State of California, County of San Bernardino, on behalf of the State of California as a private attorneys general (the "*Taylor PAGA Action*"). Plaintiff Taylor sought civil penalties pursuant to PAGA for Labor Code violations for: (1) Failure to provide legally compliant meal periods or proper compensation in lieu thereof in violation of Labor Code §§ 204, 226.7, 512, 1198 and the "Meal Periods" section of IWC Wage Order 9-2001; (2) Failure to provide legally compliant rest periods or proper compensation in lieu thereof in violation of Labor Code §§ 204, 226.7 and 1198 and the "Rest Periods" section of IWC Wage Order 9-2001; (3) Failure to timely pay minimum, regular,

and/or overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197, and 1199 and the “Minimum Wages” and “Hours and Days of Work” sections of IWC Wage Order 9-2001; (4) Failure to timely pay all wages due and owed upon separation of employment in violation of Labor Code §§ 201-203; (5) Failure to furnish accurate itemized wage statements in violation of Labor Code § 226 and the “Records” section of IWC Wage Order 9-2001; (6) Failure to maintain accurate record in violation of Labor Code §§ 226 and 1174 and the “Records” section of IWC Wage Order 9-2001; and (7) Retaliation against employees who make good faith complaints about unpaid wages in violation of Labor Code §§ 98.6, 1102.5 and 6310.

56. On May 12, 2021, Plaintiff Taylor filed a First Amended Representative Action Complaint, which dismissed PTL as a named defendant and removed the PAGA claims for unlawful meal and rest periods.
57. On June 11, 2021, PL filed a Demurrer to the First Amended Representative Action Complaint in the *Taylor* PAGA Action, or in the alternative, a motion to stay the *Taylor* PAGA Action pending resolution of the *Taylor* Class Action.
58. On September 9, 2021, Superior Court of the State of California, County of San Bernardino overruled PL’s Demurrer to Plaintiff Taylor’s First Amended Representative Action Complaint, and denied PL’s Motion to Stay the *Taylor* PAGA Action pending resolution of the *Taylor* Class Action.
59. On October 1, 2021, PL filed an answer to Plaintiff Taylor’s First Amended Complaint.

Luna Class Action

60. On November 12, 2020, Plaintiff Luna filed a Class Action Complaint against PL in the Superior Court of the State of California, County of Sacramento (the “*Luna* Class Action”). Plaintiff Luna asserted claims that PL:
 - a. Violated Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay overtime wages in violation of Labor Code § 510, *et seq.*;
 - c. Failure to pay minimum wages in violation of Labor Code §§ 1194, 1197, 1197.1;
 - d. Failed to provide required meal periods in violation of Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of Labor Code § 226;

- g. Failed to reimburse employees for required expenses in violation of Labor Code § 2802;
 - h. Failed to provide wages when due in violation of Labor Code §§ 201, 202 and 203; and
 - i. Wrongfully terminated Plaintiff Luna in violation of public policy.
- 61. On January 15, 2021, PL removed the *Luna* Class Action to the United States District Court, Eastern District of California.
 - 62. On February 12, 2021, Plaintiff Luna filed a motion to remand the *Luna* Class Action to State Court.
 - 63. On April 1, 2021, PL filed a motion for judgment on the pleadings in the *Luna* Class Action.
 - 64. On April 20, 2021, PL filed a motion to transfer the *Luna* Class Action to the United States District Court, Central District of California.
 - 65. As of the date this Agreement was drafted, Plaintiff Luna's motion to remand, PL's motion for judgment on the pleadings, and PL's motion to transfer, are all pending without any order issued.

Luna PAGA Action

- 66. On January 20, 2021, Plaintiff Luna filed a separate PAGA Complaint in the Superior Court of the State of California, County of Sacramento, on behalf of the State of California as a private attorney general (the "*Luna* PAGA Action"). Plaintiff Luna asserted one cause of action for civil penalties pursuant to PAGA for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).
- 67. On April 2, 2021, PL filed a demurrer to the PAGA Complaint in the *Luna* PAGA Action, or in the alternative, motion to stay the *Luna* PAGA Action pending the resolution of the *Luna* Class Action.
- 68. On June 16, 2021, the Superior Court of the State of California, County of Sacramento overruled PL's demurrer to the PAGA Complaint in the *Luna* PAGA Action, but granted PL's motion to stay the *Luna* PAGA Action pending the resolution of the *Luna* Class Action.

Poston Class Action

- 69. On February 25, 2021, Plaintiff Poston filed a class action Complaint against Defendants PL and PTL in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV07387 (the "*Poston* Class Action"). Plaintiff Poston asserted claims that Defendants:

- a. Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1198;
 - b. Failed to provide required meal periods and pay proper meal period premiums in violation of California Labor Code §§ 226.7 & 512;
 - c. Failed to provide required rest periods and pay proper rest period premiums in violation of California Labor Code §§ 226.7;
 - d. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 and 1197.1;
 - e. Failed to pay wages when due upon termination of employment in violation of California Labor Code §§ 201 and 202;
 - f. Failed to timely pay wages when due during employment in violation of California Labor Code § 204;
 - g. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226(a);
 - h. Failed to keep requisite payroll records in violation of California Labor Code § 1174(d);
 - i. Failed to reimburse employees for required expenses in violation of California Labor Code §§ 2800 and 2802; and
 - j. As a result of the above-described violations of California law, engaged in unfair business practices in violation of California Business & Professions Code §§ 17200, et seq.
70. On May 10, 2021 Defendants filed an answer to Plaintiff Poston's Class Action Complaint.
71. On May 10, 2021, the *Poston* Class Action was removed to the United States District Court, Central District of California, Case No. 2:21-cv-03939.

Poston PAGA Action

72. On June 7, 2021, Plaintiff Poston filed a Complaint for Enforcement Under The Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants PL and PTL in the Superior Court of the State of California, County of Los Angeles, Case No. 21CMCV00142, on behalf of the State of California, as a private attorney general (the "*Poston* PAGA Action"). Plaintiff Poston sought civil penalties under PAGA for violations of Labor Code §§ 201, 202, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

73. On August 18, 2021, Defendants filed a demurrer to the *PAGA* Complaint in the *Poston PAGA* Action, or in the alternative, motion to stay the *Poston PAGA* Action pending the resolution of the *Poston* Class Action.
74. On September 30, 2021, the Superior Court of the State of California, County of Los Angeles sustained Defendants' demurrer to the *PAGA* Complaint in the *Poston PAGA* Action.

Global Mediation of the Eight (8) Actions

75. On November 10, 2021, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
76. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

77. **Consolidation and Settlement Approval.** To effectuate the Settlement efficiently and before a single Court, the Parties have agreed, subject to Court approval: (1) to file, for settlement purposes only, a Second Amended Consolidated Complaint in the *McDowell* Action which will incorporate all of the claims and Parties in the Actions under a single master caption; (2) to stay all of the Actions pending the Court's decision to grant or not grant final approval of the Settlement; (3) to seek approval of this Settlement jointly with the *McDowell* Action before the Court; (4) in the event the Settlement is approved, to dismiss the Actions; (4) in the event the Settlement not approved or the Judgment is not entered, the stay of the Actions will be lifted; and (5) in the event the Settlement is not approved or the Judgment is not entered, the Actions will then proceed in the same courts and venues, in the same positions, and based on the same claims and statutes of limitations as they existed immediately prior to the date of mediation (November 10, 2021). The Parties further agree that, provided the approval of the Settlement proceeds jointly with the *McDowell* Action in the Court and is granted preliminary and final approval, they will not oppose or object

to the settlement negotiated in the *McDowell* Action nor the application for attorneys' fees and costs to be made by the attorneys in the *McDowell* Action.

78. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is One Million Four Hundred Fifty-Five Thousand Dollars (\$1,455,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.

- a. The Gross Settlement Amount is separate and distinct from the One Million Dollar (\$1,000,000) settlement separately negotiated in the *McDowell* Action.

79. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, and the individual settlements to Plaintiff Zamora, Plaintiff Taylor and Plaintiff Luna addressed in ¶ 80 below, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is a combined total of \$60,000 in Class Representative Service Payments. Defendants will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$10,000 for any or all of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and shall not be grounds to void or invalidate this Agreement. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments, and Plaintiffs will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.

- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$485,000, as their Class Counsel Fees Payment and an amount not more than \$70,000.00 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement

Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$485,000, and \$70,000.00 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The Settlement Administrator will issue Forms 1099 to Class Counsel for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel. The Class Counsel Fees Payment will be split 45% to BNBD; 45% to GH; and, 10% to LFJ. The Class Counsel Litigation Expenses Payment shall be allocated based upon the expenses incurred by each law firm. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Class Members and shall not be grounds to void or invalidate this Agreement.

- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$30,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$22,500) to the California Labor and Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$7,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$30,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and shall not be grounds to void or invalidate the Agreement. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099, unless not required by law.
- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$30,000.00 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$30,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members and shall not be grounds to void or invalidate the Agreement.

- 80. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks in which the Class Members actually performed any work during the Class Period to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks actually worked by each Participating Class Member, as reflected in the Class Data, and multiply it by the Weekly Rate to calculate their Settlement Share.
- c. **Withholding.**
 - i. Subject to approval by the Court, Twenty Percent (20%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - ii. Subject to approval by the Court, Eighty Percent (80%) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099, unless not required by law.
- d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
- e. **Class Size Modification.** Defendants estimate that between 1/31/16 and 11/10/21 (the “Data Period”), the Class Members worked 609,051 work weeks (the “Extrapolated Value”). If, during the settlement administration process, it is determined that during the Data Period the actual number of weeks worked by the Class Members is more than 669,956 (i.e., more than

10% greater than the Extrapolated Value), the Gross Settlement Amount shall be increased by the percentage that the actual number of workweeks for the Data Period exceeds 669,956. For example, if the actual number of weeks exceeds the Extrapolated Value by 11 %, the Maximum Settlement Amount shall be increased by 1 %.

81. **Appointment of Settlement Administrator.** Plaintiffs shall be exclusively responsible for selecting the Settlement Administrator in the best interest of the Class. Defendants and Defendants' counsel shall not enter into any contractual relationship with the Settlement Administrator, and shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments. After obtaining competing quotes from potential settlement administrators, Plaintiffs in these Actions and the *McDowell* Action have mutually agreed to ask the Court to appoint Simpluris, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The administration of this Settlement shall take place jointly with the administration of the settlement of the *McDowell* Action, and there shall only be one notice mailing sent out to Class Members with respect to the Actions and the settlement of the *McDowell* Action. The Settlement Administration Expenses are being allocated between the Actions and the *McDowell* Action pro-rata based upon relative amount of the Gross Settlement Amount of each settlement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator's responsibilities. Defendants and Defendants' Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Settlement Shares or any other distribution of monies contemplated by this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

82. **Procedure for Approving Settlement.**

a. **Consolidation of Actions**

- i. The Parties will stipulate to consolidate the Actions with the *McDowell* Action, for settlement purposes only. The Parties to these Actions and the parties to the *McDowell* Action will seek consolidation through the filing of a Second Amended Consolidated Complaint in the *McDowell* Action, for settlement purposes only, in Department S-26 of the Superior Court for the State of California, County of San Bernardino, where the *McDowell* Action is currently pending.
- ii. This Settlement will be submitted for approval jointly before the Court along with the already existing settlement of the *McDowell* Action.
- iii. The Parties in the Actions agree that if settlement approval of a joint settlement of the Actions and the *McDowell* Action is not granted, the Actions and the *McDowell* Action will proceed in the same courts and venues, in the same positions, and based on the same claims and statutes of limitations, as they existed immediately prior to November 10, 2021.

b. **Withdrawal of Plaintiffs' Appeal**

- i. On August 19, 2021, Plaintiffs filed a Motion for Leave to Intervene and Leave to file a Complaint in Intervention, which was denied on September 16, 2021, by the Superior Court for the State of California, County of San Bernardino.
- ii. On October 7, 2021, Plaintiffs filed a Notice of Appeal regarding the Order dated September 16, 2021 that denied Plaintiffs' motion to intervene.
- iii. As part of this Settlement, Plaintiffs will withdraw their Appeal of the Order dated September 16, 2021 that denied Plaintiffs' Motion to Intervene upon the Parties' execution of this Agreement. In the event the Settlement is not approved, Plaintiffs may re-file their Appeal of the Order dated September 16, 2021 that denied Plaintiffs' Motion to Intervene.

c. **Motion for Preliminary Approval of Settlement by the Court.**

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Joint Motion with the parties in the *McDowell* Action in the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval.

d. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member’s Settlement Share) as follows:

- i. No later than fourteen (14) calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member’s Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III(81), or pursuant to Defendants’ express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel’s ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will

obtain written authorization of Defendants and/or an order from the Court.

- ii. The Settlement Administrator shall update the Class Data using the National Change of Address database and an Accurint search (or substantially similar in-depth skip trace) prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice, and any email containing the Class Notice, shall include a Spanish translation. The envelope of the Class Notice Packet shall include an advisory about the content in both English and Spanish.
- iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional fifteen (15) calendar days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including

the numbers of valid and deficient Elections), number of objections received, and disputes to workweeks.

- v. Not later than ten (10) days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections), objections received, and disputes to workweeks. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- e. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice; however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional fifteen (15) calendar days. In lieu of or in addition to objecting in writing, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of

employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional fifteen (15) days.

- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional fifteen (15) calendar days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice; however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without

limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
- f. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds five percent (5%) of the Class, Defendants, at their sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendants shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Defendants. Furthermore, the Parties agree that if Defendants exercise their right of revocation, the Actions and the *McDowell* Action will proceed in the same courts and venues, in the same positions, and based on the same claims and statutes of limitations, as they existed immediately prior to November 10, 2021.
- g. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- h. **Additional Briefing and Final Approval.**
 - i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.

- iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
- i. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

- j. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) business days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
- k. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendants shall fund the Gross Settlement Amount by depositing the money in the QSF set up by the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within twenty-one (21) calendar days of the Effective Date. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
- l. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database and an Accurint search (or substantially similar in-depth skip trace). A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within one-hundred eighty (180) calendar days after it is mailed to him or her. The expiration date of the check must be conspicuously printed. If a check is returned to the Settlement Administrator within one-hundred twenty (120) calendar days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one-hundred twenty (120) calendar days after its last mailing to the affected individual, the Settlement Administrator will send

the individual a notice informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the sixty (60) day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure ("Code of Civil Procedure") Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

- m. **Final Report by Settlement Administrator to Court.** Within fifteen (15) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

83. **Release of Claims.**

- a. **Participating Class Members.** Upon the Effective Date, Defendants will receive a release of all facts and legal theories that were or reasonably could have been alleged based upon the Second Amended Consolidated Complaint in the *McDowell* Action, or if not consolidated the operative complaints in any/all of the Actions for their respective periods, including: (i) failure to pay wages due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to pay wages timely during employment; (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to provide one day's rest in seven/causing employees to work more than six days in seven; (ix) (x) unfair business practices; (xi) civil penalties under the PAGA based on the facts and legal theories alleged in the Second Amended Complaint; (xii) any other claims or statutory penalties under the wage and hour laws pleaded in the Actions; and (xiii) all damages, statutory penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the operative complaints in the Actions for their respective periods, the applicable Wage Orders as to the facts alleged in the operative complaints in the Actions for their respective periods, and the California Unfair Competition Law as to

the facts alleged in the operative complaints in the Actions for their respective periods. Claims for wrongful termination are excluded from the Released Claims, except with respect to the Plaintiffs. ("Released Class Claims"). Claims for vested benefits, unemployment insurance, disability, social security, and workers' compensation, are expressly excluded from the Released Class Claims. The Released Class Claims are released against all Released Parties. The res judicata effect of the Judgment will be the same as that of the Release.

- b. **Aggrieved Employees.** Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 et. seq., based on the facts and legal theories alleged in the Second Amended Complaint, or if not consolidated, the operative complaints in any/all of the Actions which occurred during the respective PAGA Period ("Released PAGA Claims"), which include the following alleged violations: (i) failure to pay wages due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to pay wages timely during employment; (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to provide one day's rest in seven/causing employees to work more than six days in seven; (x) retaliation against employees who make good faith complaints about unpaid wages; (xi) any other claims for civil penalties premised on the wage and hour laws pleaded in the operative complaints in the Actions. Claims for vested benefits, unemployment insurance, disability, social security, and workers' compensation, are expressly excluded from the Released Claims. The Released PAGA Claims are released against all Released Parties. The res judicata effect of the Judgment will be the same.

The Released PAGA Claims are released against all Released Parties. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

- c. **Plaintiffs.** As of the Effective Date, Plaintiffs generally release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period ("Plaintiffs' Released Claims"). This release of Plaintiffs' Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to

enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **ADEA Representation.** Plaintiffs represent and warrant that, as of the Effective Date, they are each under the age of forty (40).
- e. **Plaintiffs' Abandonment of Claims and Release of Objections.** Upon the Effective Date, Plaintiffs in the Actions release all objections and challenges to the settlement in the *McDowell* Action. In the event that there are any claims, theories of relief, primary rights, or causes of action sought to be released by the settlement agreement reached between the parties in the *McDowell* Action, but not covered by this Settlement, Plaintiffs' hereby and forever abandon them and agree not to pursue them through litigation or otherwise, whether individually or as part of a class action, part of a collective action, or as a representative plaintiff in a PAGA action. The Plaintiffs acknowledge and agree that any claims any of them have alleged relating to wrongful termination in violation of public policy were brought individually and on their own behalf, and not as part of their class or representative allegations on behalf of others.
- f. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- g. **Plaintiffs' Other Claims.** Plaintiffs Angel Zamora, Ladell Taylor and Mark Luna represent that they have additional individual claims against Defendants. Plaintiffs are separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff Angel Zamora will also separately be paid for resolution of his DFEH claim. The individual settlement paid to Plaintiff Angel Zamora is in addition to the Gross Settlement Amount and will be memorialized in an individual long-form settlement agreement that will be separate from this Agreement. In addition to the Gross Settlement Amount, Plaintiff Ladell Taylor will also separately be paid for resolution of his DLSE claim. The individual settlement paid to Plaintiff Ladell Taylor is in addition to the Gross Settlement Amount and will be memorialized in an individual long-form settlement agreement that will be separate from this Agreement. In addition to the Gross Settlement Amount, Plaintiff Mark Luna will also separately be paid for resolution of his DLSE claim. The individual settlement paid to Plaintiff Mark Luna is in addition to the Gross Settlement Amount and will be memorialized in individual long-form settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreements to obtain approval of this Settlement, the Parties agree that the individual settlement agreements will be submitted in camera under seal to the Court.
- h. **No Unalleged Claims.** Plaintiffs and Class Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendants, except such facts and theories specifically alleged in the operative complaint in the Actions. Plaintiffs and Class Counsel further represent that, other than the Actions, they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum. Plaintiffs and Class Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.
- i. **Class Counsel.** As of the date the Defendants fully fund the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
84. **Nullification of Settlement Agreement.** In the event that this Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits

Defendants from obtaining a complete resolution of the claims as described herein:

- a. This Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- b. The conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Actions, including with respect to the issue of class certification.

85. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

IV. MISCELLANEOUS TERMS

85. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant

inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
86. **Confidentiality.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement, including its terms or contents and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members, the Court, and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on an medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and the posting of Court filed documents on the Class Counsel's website. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Plaintiffs' Counsel may disclose the name of the Parties in the Actions and the venue/case number of the Actions, the Gross Settlement Amount, total number of Class Members, and the attorneys' fees awarded.
87. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

88. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
89. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
90. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
91. **Modification of Agreement.** Except as set forth in section IV(88) hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
92. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
93. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
94. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
95. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
96. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within

thirty (30) days after the Defendants fully fund the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data. In accordance with the professional rules and law, Class Counsel may retain all papers and property to which their clients are entitled, and may keep their own work product, filed briefs, and other pleadings that may refer to, quote or incorporate the documents and/or data provided to Class Counsel by Defendants in connection with the Actions.

97. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
98. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third (3rd) business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Hali M. Anderson
Monique R. Rodriguez
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Tel.: (619) 692-0800
Fax : (619) 692-0822
E-Mail : handerson@grahamhollis.com
mrodriguez@grahamhollis.com

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265 1021
E-Mail: edwin@calljustice.com
arby@calljustice.com
joanna@calljustice.com

To Defendants:

Evan R. Moses
Ogletree, Deakins, Nash, Smoak & Stewart P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA
Tel.: (213) 239-9800
Fax: (213) 239-9045
Email: evan.moses@ogletree.com

99. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
100. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process from the mediation with Louis Marlin, Esq. on November 10, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
101. **Notice of Settlement to LWDA.** Plaintiffs hereby represent that by April 6, 2022, Plaintiffs will provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(1)(2).
102. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under Code of Civil Procedure section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

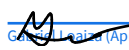
Dated: Mar 31, 2022



Angel Zamora (Mar 31, 2022 17:01 PDT)

Plaintiff Angel Zamora

Dated: Apr 1, 2022



Gabriel Loaiza (Apr 1, 2022 06:06 PDT)

Plaintiff Gabriel Loaiza

Dated: Mar 31, 2022

Jorge Guillen

Jorge Guillen (Mar 31, 2022 16:58 PDT)

Plaintiff Jorge Guillen

Dated: _____

Plaintiff Ladell Taylor

Dated: _____

Plaintiff Phil Poston

Dated: _____

Plaintiff Mark Luna

Dated: _____

[name]

For Defendant Penske Truck Leasing Co., L.P.

Dated: _____

[name]

For Defendant Penske Logistics, LLC

Dated: 4/1/22

Kyle Nordrehaug

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiffs

Dated: _____

Hali M. Anderson

Monique R. Rodriguez

Graham Hollis, APC

Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian

Lawyers for Justice, PC

Attorney for Plaintiffs

Dated: _____

Even R. Moses

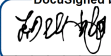
Ogletree, Deakins, Nash, Smoak, Stewart P.C.

Attorney for Defendants

Dated: _____

Plaintiff Jorge Guillen

Dated: 4/1/2022

DocuSigned by:

F1D0FE7424BE488...

Plaintiff Ladell Taylor

Dated: _____

Plaintiff Phil Poston

Dated: _____

Plaintiff Mark Luna

Dated: _____

[name]
For Defendant Penske Truck Leasing Co., L.P.

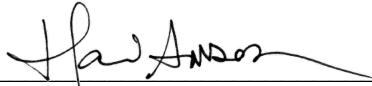
Dated: _____

[name]
For Defendant Penske Logistics, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: April 1, 2022



Hali M. Anderson
Monique R. Rodriguez
GrahamHollis, APC
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Even R. Moses
Ogletree, Deakins, Nash, Smoak, Stewart P.C.
Attorney for Defendants

Dated: _____

Plaintiff Jorge Guillen

Dated: _____

Plaintiff Ladell Taylor

Dated: 03/30/2022

Electronically Signed
2022-04-01 06:06:35 UTC - 70.142.33.60
Phil Poston
Nintex AssureSign® 17c0948e-3f9e-41d5-ab86-aaf9017d5aaL

Plaintiff Phil Poston

Dated: _____

Plaintiff Mark Luna

Dated: _____

_____[name]
For Defendant Penske Truck Leasing Co., L.P.

Dated: _____

_____[name]
For Defendant Penske Logistics, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Hali M. Anderson
Monique R. Rodriguez
GrahamHollis, APC
Attorney for Plaintiffs

Dated: 04/01/2022


Edwin Aiwanian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: _____

Even R. Moses
Ogletree, Deakins, Nash, Smoak, Stewart P.C.
Attorney for Defendants

Dated: _____

Plaintiff Jorge Guillen

Dated: _____

Plaintiff Ladell Taylor

Dated: _____

Plaintiff Phil Poston

Dated: Mar 31, 2022



Mark Luna (Mar 31, 2022 19:59 PDT)

Plaintiff Mark Luna

Dated: _____

[name]

For Defendant Penske Truck Leasing Co., L.P.

Dated: _____

[name]

For Defendant Penske Logistics, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Hali M. Anderson
Monique R. Rodriguez
GrahamHollis, APC
Attorney for Plaintiffs

Dated: _____

Edwin Aiwazian
Lawyers *for* Justice, PC
Attorney for Plaintiffs

Dated: _____

Even R. Moses
Ogletree, Deakins, Nash, Smoak, Stewart P.C.
Attorney for Defendants

Dated: _____

Plaintiff Angel Zamora

Dated: _____

Plaintiff Gabriel Loaiza

Dated: _____

Plaintiff Jorge Guillen

Dated: _____

Plaintiff Ladell Taylor

Dated: _____

Plaintiff Phil Poston

Dated: _____

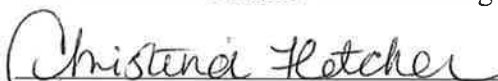
Plaintiff Mark Luna

Dated: 4/1/2022



Christina Fletcher, VP + Asst. Gen. Counsel
For Defendant Penske Truck Leasing Co., L.P.

Dated: 4/1/2022



Christina Fletcher, VP + Asst. Gen. Counsel
For Defendant Penske Logistics LLC

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Hali M. Anderson
Monique R. Rodriguez
GrahamHollis, APC
Attorney for Plaintiffs

Dated: _____

Edwin Aiwarzian
Lawyers for Justice, PC
Attorney for Plaintiffs

Dated: 4/1/2022



Even R. Moses
Ogletree, Deakins, Nash, Smoak, Stewart P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***McDowell, et al. v. Penske Truck Leasing Co., L.P., Penske Logistics LLC, Superior Court of
the State of California, County of San Bernardino, Case No. CIVDS2012273***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<___>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, however if you are an Aggrieved Employee who requests exclusion, you will still receive a small amount as your share of the PAGA Payment described below. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned lawsuit pending in the Superior Court of the State of California, in and for the County of San Bernardino (the “Court”) has been reached between Plaintiffs Eric D. McDowell, Aaron L. Stubbs, Leon C. Willis, Angel Zamora, Gabriel Loaiza, Jorge Guillen, Ladell Taylor, Mark Luna, and Phil Poston (collectively, “Plaintiffs”) and Defendants Penske Truck Leasing Co., L.P. and Penske Logistics LLC (collectively “Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees of Defendant Penske Logistics LLC and/or Defendant Penske Truck Leasing Co., L.P. employed at any time during the Class Period.

The Class Period is from January 31, 2016 through April 6, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 29, 2020, plaintiffs Eric D. McDowell, Aaron L. Stubbs and Leon C. Willis filed a Complaint in the Superior Court of the State of California, County of San Bernardino, Case Number CIVDS2012273, asserting claims against Defendant Penske Truck Leasing Co., L.P., for alleged violations of the California Labor Code and the Business and Professions Code, including failure to reimburse for necessary business expenses, failure to pay minimum wage, and unfair business practices, along with claims for interest, attorneys' fees and costs. On September 10, 2021, plaintiffs Eric D. McDowell, Aaron L. Stubbs and Leon C. Willis filed a First Amended Complaint against Defendants, for alleged violations of the California Labor Code and the Business and Professions Code, including failure to reimburse for necessary business expenses, unfair business practices, failure to pay minimum wage, failure to pay overtime, failure to provide proper meal and rest periods, failure to maintain accurate required records and to provide complete, accurate, or properly formatted wage statements, failure to timely pay final wages and to pay all wages owed upon separation, and civil penalties under PAGA, along with claims for restitution under California Business & Professions Code sections 17200, *et seq.*, and claims for interest, attorneys' fees and costs. This lawsuit is referred to as the "Action".

Additional related lawsuits were filed against Defendants which alleged similar wage and hour claims. These Related Actions are: (1) *Angel Zamora, et al. v. Penske Truck Leasing Co, L.P.*, Case No. 2:20-cv-02503 ODW(MRWx), pending in United States District Court, Central District of California; (2) *Angel Zamora, et al. v. Penske Truck Leasing Co, L.P.*, Case No. 20STCV46359, pending in the Superior Court of the State of California, County of Los Angeles; (3) *Ladell Taylor, et al. v. Penske Logistics LLC*, Case No. 5:20-cv-02623-ODW (MRWx), pending in the United States District Court, Central District of California; (4) *Ladell Taylor, et al v. Penske Logistics LLC*, Case No. CIVSB2029173, pending in the Superior Court of the State of California, County of San Bernardino; (5) *Mark Luna v. Penske Logistics LLC*, Case No. 2:21-cv-00081-TLN-JDP, pending in the United States District Court, Eastern District of California; (6) *Mark Luna v. Penske Logistics LLC*, Case No. 34-2021-00292756, pending in the Superior Court of the State of California, County of Sacramento; (7) *Phil Poston v. Penske Logistics LLC*, Case No. 2:21-cv-03939, United States District Court, Central District of California; and (8) *Phil Poston v. Penske Logistics, LLC*, Case No. 21CMCV00142, pending in the Superior Court of the State of California, County of Los Angeles (collectively, the "Related Actions").

As part of this Settlement, the Plaintiffs and the Defendants have filed a Second Amended Complaint in the Action which consolidated the Related Actions and all of the Plaintiffs in the Related Actions into the Action for settlement purposes.

Defendants deny and dispute all claims asserted by the Plaintiffs. Specifically, Defendants contend that Plaintiffs and the Class Members were properly compensated for wages under California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any required expense reimbursement; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action at trial.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of the Skapik Law Group, Blumenthal Nordrehaug Bhowmik De Blouw LLP, GrahamHollis, APC, and Lawyer for Justice, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Fund. Defendants have agreed to pay two settlements in the combined “all in” amount of Two Million Four Hundred Fifty-Five Thousand Dollars (\$2,455,000) (the “Settlement Fund”) to fund the settlement of this Action. The Settlement Fund includes all payments of Individual Settlement Payments to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Settlement for civil penalties. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendants.

Within forty-six (46) days of the Judgment becoming Final, the Settlement Administrator will mail checks for the Individual Settlement Payments to Participating Class Members. “Final” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

Amounts to be Paid From the Settlement Fund. The Settlement provides for certain payments to be made from the Settlement Fund as follows, which will be subject to final Court approval, and which will be deducted from the Settlement Fund before Individual Settlement Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$30,000, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Skapik Law Group of reasonable attorneys’ fees not to exceed \$333,333.00 and the additional amount to reimburse actual litigation costs incurred not to exceed \$12,000.00. In addition, Blumenthal Nordrehaug Bhowmik De Blouw LLP (BNBD), GrahamHollis, APC (GH), and Lawyer for Justice, PC. (LFJ) will seek the payment of attorneys’ fees not to exceed \$485,000.00 collectively to be split 45% to BNBD; 45% to GH; and, 10% to LFJ, and the additional amount to reimburse actual litigation costs incurred not to exceed \$70,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to each of the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. Altogether, the Plaintiffs are applying for a combined total of \$90,000.00 in Class Representative Service Payments.

- PAGA Settlement. There are two proposed payments relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”). The first PAGA Payment is for \$75,000 to be allocated \$56,250 to the California Labor and Workforce Development Agency (“LWDA”) and \$18,750 will be part of the Net Settlement Amount and distributed to the Class. The second PAGA Payment is \$30,000 to be allocated \$22,500 to the LWDA and \$7,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the applicable period. “Aggrieved Employees” means (i) all individuals who were employed by Penske Logistics LLC in California as non-exempt employees at any time during the period October 28, 2019 to April 6, 2022 (the “PL Aggrieved Employees”), and (ii) all individuals who were employed by Penske Truck Leasing Co., L.P. in California as non-exempt employees at any time during the period September 25, 2018 to April 6, 2022 (the “PTL Aggrieved Employees”). The PAGA Payment shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. One hundred percent (100%) of each Aggrieved Employee’s share of the PAGA Payment is in settlement of claims for civil penalties allegedly due which shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

Calculation of Payments to Class Members. After all of the payments of the court-approved attorneys’ fees and costs, the Class Representative Service Payments, the PAGA Settlement, and the Settlement Administration Expenses are deducted from the Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed to Settlement Members as Individual Settlement Payments. The combined Net Settlement Amount is estimated to be at least \$1,329,700.00, based upon the above proposed deductions. Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Settlement Member. The Individual Settlement Payment for each Settlement Member will be calculated as follows: the Settlement Administrator will calculate the total Qualified Workweeks for all Settlement Members. “Qualified Workweeks” are the total number of weeks in which the Class Members actually worked within the Class Period. The respective Qualified Workweeks for each Settlement Member will be divided by the total Qualified Workweeks for all Class Members, resulting in the Payment Ratio for each Settlement Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member’s estimated Individual Settlement Payment. Workweeks shall be based upon Defendants’ payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Participating Class Member’s Individual Settlement Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Settlement Member’s Individual Settlement Payment is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Settlement Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained

in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon the Effective Date, Defendants will receive a release of all facts and legal theories that were or reasonably could have been alleged based upon the Second Amended Complaint, or if not consolidated, the operative complaints in any/all of the Actions for their respective periods, including: (i) failure to pay wages due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to pay wages timely during employment; (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to provide one day's rest in seven/causing employees to work more than six days in seven; (x) unfair business practices; (xi) civil penalties under the PAGA based on the facts and legal theories alleged in the Second Amended Complaint; (xii) any other claims or statutory penalties under the wage and hour laws pleaded in the Actions; and (xiii) all damages, statutory penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the operative complaints in the Actions for their respective periods, the applicable Wage Orders as to the facts alleged in the operative complaints in the Actions for their respective periods, and the California Unfair Competition Law as to the facts alleged in the operative complaints in the Actions for their respective periods ("Released Class Claims"). Claims for wrongful termination are excluded from the Released Claims, except with respect to the Plaintiffs. Claims for vested benefits, unemployment insurance, disability, social security, and workers' compensation, are expressly excluded from the Released Class Claims. The Released Class Claims are released against all Released Parties. The period of the Release shall extend to the limits of the Class Period.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 et. seq., based on the facts and legal theories alleged in the Second Amended Complaint, or if not consolidated, the operative complaints in any/all of the Actions which occurred during the respective PAGA Period ("Released PAGA Claims"), which include the following alleged violations: (i) failure to pay wages due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper

premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to pay wages timely during employment; (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to provide one day's rest in seven/ causing employees to work more than six days in seven; (x) retaliation against employees who make good faith complaints about unpaid wages; (xi) any other claims for civil penalties premised on the wage and hour laws pleaded in the operative complaints in the Actions. Claims for vested benefits, unemployment insurance, disability, social security, and workers' compensation, are expressly excluded from the Released Claims. The Released PAGA Claims are released against all Released Parties. The res judicata effect of the Judgment will be the same.

The Released PAGA Claims are released against all Released Parties. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendants' records reflect that you have << [REDACTED] >> Qualified Workweeks worked for Defendants as Class Member during the Class Period. The Class Period is January 31, 2016 through April 6, 2022.

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than [REDACTED] [Response Deadline].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris, Inc., (888) 369-3780, option 2.

The Court will hold a Final Approval Hearing on [REDACTED], at [REDACTED] in Department S26 of the San Bernardino County Superior Court to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Settlement and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [redacted] [Response Deadline]. The request to opt-out must be received by the Settlement Administrator and should state in substance: “I wish to be excluded from the Class in the *McDowell v. Penske* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the settlement of this Action.” The request to opt-out must also include the Class Member’s full name, address, telephone number, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *McDowell v. Penske*, Case No. CIVDS2012273. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is P.O. Box 26170, Santa Ana, CA 92799. Written requests for exclusion that are postmarked after [redacted], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don’t agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, costs and/or the service awards, either in writing or in person. Objections that are in writing must state the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendants, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *McDowell v. Penske*, in the Superior Court of the State of California, County of San Bernardino, Case No. CIVDS2012273.

All written objections must be mailed to the Settlement Administrator at P.O. Box 26170 Santa Ana, CA 92799 no later than [redacted] [Response Deadline]. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel.

Class Members who file a written objection may appear remotely at the Final Approval Hearing on [redacted] at [redacted] in Department S26 of the San Bernardino County Superior Court to make an oral objection. Currently, only remote appearances at the hearing are allowed. To appear at the hearing, contact Court Call (888-882-6878 or www.courtcall.com) to schedule a remote appearance. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [redacted] on [redacted], at the San Bernardino County Superior Court located at 247 W. 3rd St. San Bernardino, CA 92415, in Department S26 before Judge David Cohn. At this hearing the Court will consider whether the

Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see the most current information about the hearing at the Court's website at <https://www.sb-court.org/>.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 369-3780, option 2, or write to *McDowell v. Penske* Settlement Administrator, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 9279. You may also contact Class Counsel. The contact information for Class Counsel is as follows:

Class Counsel:

Mark J. Skapik, Esq.
Geraldyn L. Skapik, Esq.
Blair J. Berkley, Esq.
SKAPIK LAW GROUP
5861 Pine Avenue, Suite A-1
Chino Hills, CA 91709
Telephone: (909) 398-4404
Facsimile: (909) 398-1883
Email: gskapik@skapiklaw.com
Edwin Aiwanian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Fax: (818) 265 1021
E-Mail: edwin@calljustice.com

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com

Hali M. Anderson
Monique R. Rodriguez
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Tel.: (619) 692-0800
Fax : (619) 692-0822
E-Mail : handerson@grahamhollis.com
mrodriguez@grahamhollis.com

Counsel for the Defendants is:

Evan R. Moses
Ogletree, Deakins, Nash, Smoak & Stewart P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by contacting Class Counsel or the Settlement Administrator, or by examining the Court's file on the Open Access website for the California Superior Court for the County of San Bernardino (<http://openaccess.sb-court.org/OpenAccess/>) and entering the Case No. CIVDS2012273.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ERIC D. MCDOWELL, an individual; AARON L. STUBBS, an individual; LEON C. WILLS, and individual, and on behalf of all persons similarly situated,

Plaintiffs,

v.

PENSKE TRUCK LEASING CO., L.P.; and DOES 1 through 10 inclusive,

Defendants.

LADELL TAYLOR, as an individual, on behalf of himself and all persons similarly situated,

Plaintiff,

v.

PENSKE LOGISTICS, LLC, a Delaware limited liability company authorized to do business in California; PENSKE TRUCK LEASING CO., L.P., a Delaware limited partnership authorized to do business in California; and DOES 1 through 50 inclusive,

Defendants.

ANGEL ZAMORA, GABRIEL LOAIZA and JORGE GUILLEN, individuals, on behalf of themselves and on behalf of all persons similarly

Case No. CIVDS2012273

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David Cohn
Dept: S26

Action Filed: May 29, 2020
Trial Date: None

PRELIMINARY APPROVAL ORDER

1 situated,

2 Plaintiffs,

3 vs.

4 PENSKE TRUCK LEASING CO., L.P., a
5 Limited Partnership,

6 Defendant.

7 MARK LUNA, an individual, on behalf of
8 himself and on behalf of all persons similarly
9 situated,

10 Plaintiff,

11 v.

12 PENSKE LOGISTICS LLC, a Limited Liability
13 Company; and DOES 1 through 50, Inclusive,

14 Defendants.

15 PHIL POSTON, individually, and on behalf of
16 other members of the general public similarly
17 situated;

18 Plaintiff,

19 vs.

20 PENSKE LOGISTICS, LLC, an unknown
21 business entity; PENSKE TRUCK LEASING
22 CO., L.P., an unknown business entity; and
23 DOES 1 through 100, inclusive,

24 Defendants.

25 This matter, having come before the Honorable David Cohn of the Superior Court of the
26 State of California, in and for the County San Bernardino, on April 6, 2022, for the motion by
27 Plaintiffs Eric D. McDowell, Aaron L. Stubbs, Leon C. Willis, Angel Zamora, Gabriel Loaiza,
28 Jorge Guillen, Ladell Taylor, Mark Luna, and Phil Poston (collectively, "Plaintiffs") for
preliminary approval of the class settlement with Defendants Penske Truck Leasing Co., L.P. and
Penske Logistics LLC (collectively "Defendants"). The Court, having considered the briefs,
argument of counsel and all matters presented to the Court and good cause appearing, hereby
GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

PRELIMINARY APPROVAL ORDER

1 **IT IS HEREBY ORDERED:**

2 1. The Court preliminarily approves the class action settlements as set forth in the
3 Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“McDowell
4 Agreement”) attached as Exhibit A to the Declaration of Geralyn L. Skapik and the Class Action
5 Settlement Agreement (“Zamora/Taylor/Luna/Poston Agreement”) attached as Exhibit 1 to the
6 Declaration of Kyle Nordrehaug in Support of Plaintiffs’ Motion for Preliminary Approval of
7 Class Action Settlement. Collectively, the McDowell Agreement and the
8 Zamora/Taylor/Luna/Poston Agreement are referred to herein as the “Settlement”. The granting
9 of the motion is based on the Court’s determination that the Settlement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the McDowell Agreement
13 and the Zamora/Taylor/Luna/Poston Agreement, and all terms defined therein shall have the same
14 meaning in this Order.

15 3. The Maximum Settlement Amount in the McDowell Agreement is One Million
16 Dollars (\$1,000,000) and Gross Settlement Amount in the Zamora/Taylor/Luna/Poston Agreement
17 is One Million Four Hundred Fifty-Five Thousand Dollars (\$1,455,000), which is a combined
18 amount of Two Million Four Hundred Fifty-Five Thousand Dollars (\$2,455,000) (“Settlement
19 Fund”). It appears to the Court on a preliminary basis that the settlement amount and terms are
20 fair, adequate and reasonable as to all potential Class Members when balanced against the
21 probable outcome of further litigation and the significant risks relating to certification, liability and
22 damages issues. It further appears that investigation and research have been conducted such that
23 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
24 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
25 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
26 It further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

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PRELIMINARY APPROVAL ORDER

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Settlement specifies for an attorneys' fees award not to exceed one-third (1/3) of the Settlement Fund, an award of litigation expenses incurred, not to exceed \$82,000.00, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$10,000 to each Plaintiff. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, prior to final approval.

5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all current and former non-exempt employees of Defendant Penske Logistics LLC and/or Defendant Penske Truck Leasing Co., L.P. employed at any time during the Class Period." The Class Period is from January 31, 2016 through and including April 6, 2022.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate representatives of the Class.

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints the law firms of the Skapik Law Group, Blumenthal Nordrehaug

1 Bhowmik De Blouw LLP, GrahamHollis, APC, and Lawyer for Justice, PC to serve as Class
2 Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Notice of Proposed
4 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
5 to the Zamora/Taylor/Luna/Poston Agreement as Exhibit A and to the McDowell Agreement as
6 Exhibit 1. The Class Notice is intended to be a consolidated Class Notice to the Class regarding
7 the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the
8 Class of all material elements of the proposed Settlement, of the Class Members’ right to be
9 excluded from the Class by submitting a written opt-out request, and of each member’s right and
10 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
11 Notice substantially in the manner and form set forth in the Settlement and this Order meets the
12 requirements of due process, is the best notice practicable under the circumstances, and shall
13 constitute due and sufficient notice to all persons entitled thereto. The form and method of giving
14 notice complies fully with the requirements of California Code of Civil Procedure § 382,
15 California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and
16 other applicable law. The Court orders the mailing of the Class Notice by first class mail,
17 pursuant to the terms set forth in the Settlement.

18 9. The Court hereby appoints Simpluris as Settlement Administrator. No later than
19 fourteen (14) calendar days after preliminary approval of the Settlement by the Court, Defendants
20 shall provide the Settlement Administrator with the Class Data. The Settlement Administrator will
21 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
22 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
23 the Class information spreadsheet, the Settlement Administrator will mail the Class Notice to all
24 Class Members via first-class U.S. Mail.

25 10. The Court hereby preliminarily approves the proposed procedure for exclusion
26 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
27 from the Class as provided in the Class Notice by following the instructions for requesting
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1 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
2 postmarked by no later than the Response Deadline, which shall be forty-five (45) days after the
3 mailing of the Class Notice. Any such person who chooses to opt out of and be excluded from the
4 Class will not be entitled to any recovery under the Settlement and will not be bound by the
5 Settlement or have any right to object, appeal or comment thereon, except that all Aggrieved
6 Employees will be subject to the release of the Released PAGA Claims. Class Members who have
7 not requested exclusion shall be bound by all determinations of the Court, the Settlement and the
8 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
9 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
10 invalid.

11 11. Any Class Member who has not opted out may object or express the Class
12 Member's views regarding the Settlement, and may present evidence and file briefs or other papers
13 that may be proper and relevant to the issues to be heard and determined by the Court as provided
14 in the Notice. Class Members will have until the Response Deadline to submit their written
15 objections and/or a notice of intention to appear at the hearing to the Settlement Administrator in
16 accordance with the instructions in the Class Notice. Any Class Member who does not timely and
17 validly file written Objections and a notice of intent to appear shall not be permitted to present his,
18 her, or its Objections at the Final Approval and Fairness Hearing.

19 12. A Final Approval Hearing shall be held before this Court on _____
20 _____ at _____ in Department 26 of the San Bernardino County Superior Court to
21 determine all necessary matters concerning the Settlement, including: whether the proposed
22 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
23 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
24 Order and Judgment should be entered herein; whether the plan of allocation contained in the
25 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
26 finally approve attorneys' fees and costs, the service award, and the expenses of the Settlement
27 Administrator. Plaintiffs' consolidated motion for final approval and two (2) separate motions for
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1 attorneys' fees, costs and service awards as to the McDowell Agreement and the
2 Zamora/Taylor/Luna/Poston Agreement shall all be heard at the Final Approval Hearing. All
3 papers in support of the motion for final approval and the motions for attorneys' fees, costs and
4 service awards shall be filed with the Court and served on all counsel no later than sixteen (16)
5 court days before the hearing.

6 13. Neither the Settlement nor any exhibit, document, or instrument delivered
7 thereunder shall be construed as a concession or admission by Defendants in any way that the
8 claims asserted have any merit or that this Action was properly brought as a class or representative
9 action, and shall not be used as evidence of, or used against Defendants as, an admission or
10 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
11 omission by Defendants or with respect to the truth of any allegation asserted by any person.
12 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
13 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
14 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
15 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
16 evidence of a presumption, concession, indication or admission by Defendants of any liability,
17 fault, wrongdoing, omission, concession or damage.

18 14. In the event the Settlement does not become effective in accordance with the terms
19 of the McDowell Agreement and the Zamora/Taylor/Luna/Poston Agreement, or the Settlement is
20 not finally approved, or is terminated, canceled or fails to become effective for any reason, this
21 Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their
22 respective positions as of immediately before November 10, 2021, and expressly reserve their
23 respective rights regarding the prosecution and defense of this Action, including all available
24 defenses and affirmative defenses, and arguments that any claim in the Action could not be
25 certified as a class action and/or managed as a representative action. In such an event, the Court's
26 orders regarding the Settlement, including this Order, shall not be used or referred to in litigation
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1 for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement with
2 respect to the effect of the Settlement if it is not approved.

3 15. The Court reserves the right to adjourn or continue the date of the final approval
4 hearing without further notice to Class Members, and retains jurisdiction to consider all further
5 applications arising out of or connected with the proposed Settlement.

6 16. Pending the Final Approval Hearing, all proceedings in this action other than
7 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and the
8 Order, are stayed and all trial and related pre-trial dates are vacated, subject to further orders of the
9 Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

11 Dated: _____

HON. DAVID COHN
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ERIC D. MCDOWELL, an individual; AARON L. STUBBS, an individual; LEON C. WILLS, and individual, and on behalf of all persons similarly situated,

Plaintiffs,

v.

PENSKE TRUCK LEASING CO., L.P.; and
DOES 1 through 10 inclusive,

Defendants.

LADELL TAYLOR, as an individual, on behalf of himself and all persons similarly situated,

Plaintiff,

v.

PENSKE LOGISTICS LLC, a Delaware limited liability company authorized to do business in California; PENSKE TRUCK LEASING CO., L.P., a Delaware limited partnership authorized to do business in California; and DOES 1 through 50 inclusive,

Defendants.

ANGEL ZAMORA, GABRIEL LOAIZA and JORGE GUILLEN, individuals, on behalf of themselves and on behalf of all persons similarly

Case No. CIVDS2012273

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David Cohn
Dept: S26

Action Filed: May 29, 2020
Trial Date: None

FINAL APPROVAL ORDER AND JUDGMENT

1 situated,

2 Plaintiffs,

3 vs.

4 PENSKE TRUCK LEASING CO., L.P., a
5 Limited Partnership,

6 Defendant.

7 MARK LUNA, an individual, on behalf of
8 himself and on behalf of all persons similarly
9 situated,

10 Plaintiff,

11 v.

12 PENSKE LOGISTICS LLC, a Limited Liability
13 Company; and DOES 1 through 50, Inclusive,

14 Defendants.

15 PHIL POSTON, individually, and on behalf of
16 other members of the general public similarly
17 situated;

18 Plaintiff,

19 vs.

20 PENSKE LOGISTICS LLC, an unknown
21 business entity; PENSKE TRUCK LEASING
22 CO., L.P., an unknown business entity; and
23 DOES 1 through 100, inclusive,

24 Defendants.

1 The motion of Plaintiffs Eric D. McDowell, Aaron L. Stubbs, Leon C. Willis, Angel
2 Zamora, Gabriel Loaiza, Jorge Guillen, Ladell Taylor, Mark Luna, and Phil Poston (collectively,
3 “Plaintiffs”) for an order finally approving the consolidated Settlement in the form of the Joint
4 Stipulation of Class Action and PAGA Settlement and Release of Claims (“McDowell
5 Agreement”) and the Class Action Settlement Agreement (“Zamora/Taylor/Luna/Poston
6 Agreement”) with Defendants Penske Truck Leasing Co., L.P. and Penske Logistics LLC
7 (collectively “Defendants”), and the two (2) motions for attorneys’ fees and costs, service
8 payments, duly came on for hearing on [REDACTED] before the Honorable David Cohn.

9
10 **I.**

11 **FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All terms used herein shall have the same meaning as defined in the McDowell
15 Agreement and the Zamora/Taylor/Luna/Poston Agreement. Collectively, the McDowell
16 Agreement and the Zamora/Taylor/Luna/Poston Agreement are referred to herein as the
17 “Settlement”.

18 2. This Court has jurisdiction over the subject matter of this litigation pending before
19 the California Superior Court for the County of San Bernardino, and over all Parties to this
20 litigation, including the Class.

21 3. Based on a review of the papers submitted by Plaintiffs and a review of the
22 applicable law, the Court finds that Maximum Settlement Amount in the McDowell Agreement is
23 One Million Dollars (\$1,000,000) and Gross Settlement Amount in the Zamora/Taylor/Luna
24 /Poston Agreement is One Million Four Hundred Fifty-Five Thousand Dollars (\$1,455,000),
25 which is a combined amount of Two Million Four Hundred Fifty-Five Thousand Dollars
26 (\$2,455,000) (“Settlement Fund”) and the terms set forth of the consolidated Settlement are fair,
27 reasonable, and adequate.

1 4. The Court further finds that the Settlement was the result of arm's length
2 negotiations conducted after Class Counsel had adequately investigated the claims and became
3 familiar with the strengths and weaknesses of those claims. In particular, the amount the
4 Settlement, the significant risks relating to certification, liability, and damages issues, and the
5 assistance of an experienced mediator in the settlement process, among other factors, support the
6 Court's conclusion that the Settlement is fair, reasonable, and adequate.

7 **Preliminary Approval of the Settlement**

8 5. On April 6, 2022, the Court granted preliminary approval of the Settlement. At this
9 same time, the Court approved conditional certification of the Class for settlement purposes only.

10 **Notice to the Class**

11 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
12 by first class mail to members of the Class at their last known addresses on or about
13 _____. Mailing of the Class Notice to their last known addresses was the best notice
14 practicable under the circumstances and was reasonably calculated to communicate actual notice
15 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
16 Members fully and accurately informed the Class Members of all material elements of the
17 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
18 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
19 fully with the requirements of California Rule of Court 3.769, laws of the State of California, the
20 United States Constitution, due process and other applicable law. The Class Notice fairly and
21 adequately described the Settlement and provided Class Members adequate instructions and a
22 variety of means to obtain additional information.

23 7. The deadline for opting out of the Class or submitting objections to the Settlement
24 was _____. There was an adequate interval between notice and the deadline to permit
25 Class Members to choose what to do and act on their decision. A full opportunity has been
26 afforded to the Class Members to participate in this hearing, and all Class Members and other
27 persons wishing to be heard have been heard. Class Members also have had a full and fair
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1 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
2 Court determines that all Class Members who did not timely and properly submit a request for
3 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

4 **Fairness Of Settlement**

5 8. The Settlement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
6 Cal.App.4th 1794, 1801 (1996).

7 a. The Settlement was reached through arm's-length bargaining between the
8 Parties, first during an all-day mediation with Lou Marlin, a well-respected mediator with
9 considerable experience mediating wage and hour class actions, and then a second all-day
10 mediation with Lou Marlin. There has been no collusion between the parties in reaching the
11 proposed settlement.

12 b. Plaintiffs' investigation and discovery have been sufficient to allow the
13 Court and counsel to act intelligently.

14 c. Counsel for the Parties are experienced in similar employment class action
15 litigation. All counsel recommended approval of the Settlement.

16 d. The percentage of objectors and requests for exclusion is small. [REDACTED]
17 objections were received. [REDACTED] requests for exclusion were received.

18 e. The participation rate was high. [REDACTED] Class Members will be mailed a
19 settlement payment, representing [REDACTED] % of the overall Class.

20 9. The consideration to be given to the Class Members under the terms of the
21 Settlement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
22 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
23 Members' claims, given the uncertainties and significant risks of the litigation and the delays
24 which would ensue from continued prosecution of the Action.

25 10. The Settlement is approved as fair, adequate and reasonable and in the best interests
26 of the Class Members.

27 **Attorneys' Fees and Costs**

1 11. An award of \$333,333.00 to Skapik Law Group of reasonable attorneys' fees and
2 the additional amount to reimburse actual litigation costs incurred not to exceed \$12,000.00, is
3 reasonable and adequate. An award of \$485,000.00 collectively to Blumenthal Nordrehaug
4 Bhowmik De Blouw LLP (BNBD), GrahamHollis, APC (GH), and Lawyer for Justice, PC. (LFJ),
5 to be split 45% to BNBD; 45% to GH; and, 10% to LFJ, and the additional amount to reimburse
6 actual litigation costs incurred not to exceed \$70,000.00, is reasonable and adequate.

7 **Class Representative Service Payments**

8 12. The Settlement provides for a Class Representative Service Payment of not more
9 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class
10 Representative Service Payments in the amount of \$10,000.00 to each of the Plaintiffs is
11 reasonable in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for the
12 time and effort in bringing and prosecuting this matter on behalf of the Class, and for the
13 execution of a general release.

14 **Settlement Administration Expenses**

15 13. The Settlement Administrator shall calculate and administer the payments to be
16 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
17 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
18 Payment, issue any required tax reporting forms, calculate withholdings and perform the other
19 remaining duties set forth in the Settlement. The Settlement Administrator has documented
20 \$ [REDACTED] in fees and expenses, and this amount is reasonable in light of the work performed by
21 the Settlement Administrator. These Settlement Administration Expenses shall be allocated 40%
22 to the McDowell Agreement and 60% to the Zamora/Taylor/Luna/Poston Agreement.

23 **PAGA Settlement**

24 14. There are two proposed payments relating to the claim for penalties under the
25 Private Attorney Generals Act ("PAGA"). The first PAGA Payment from the McDowell
26 Agreement is for \$75,000 to be allocated \$56,250 to the California Labor and Workforce
27 Development Agency ("LWDA") and \$18,750 will be part of the Net Settlement Amount and
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distributed to the Class. The second PAGA Payment from the Zamora/Taylor/Luna/Poston Agreement is for \$30,000 to be allocated \$22,500 to the LWDA and \$7,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the applicable period. “Aggrieved Employees” means (i) all individuals who were employed by Penske Logistics LLC in California as non-exempt employees at any time during the period October 28, 2019 to April 6, 2022 (the “PL Aggrieved Employees”), and (ii) all individuals who were employed by Penske Truck Leasing Co., L.P. in California as non-exempt employees at any time during the period September 25, 2018 to April 6, 2022 (the “PTL Aggrieved Employees”). The PAGA Payment from the Zamora/Taylor/Luna/Poston Agreement shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. These PAGA Payments are fair, reasonable and adequate.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

All current and former non-exempt employees of Defendant Penske Logistics LLC and/or Defendant Penske Truck Leasing Co., L.P. employed at any time during the Class Period.

The Class Period is from January 31, 2016 through and including April 6, 2022.

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

3. The Settlement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

1 4. Class Counsel are awarded attorneys' fees in the amount of \$333,333.00 to Skapik
2 Law Group and \$485,000.00 collectively to Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (BNBD), GrahamHollis, APC (GH), and Lawyer for Justice, PC. (LFJ), to be split 45% to BNBD;
4 45% to GH; and, 10% to LFJ. The Skapik Law Group are awarded costs in the amount of
5 \$ _____ to be paid from the McDowell Agreement. Blumenthal Nordrehaug Bhowmik De
6 Blouw LLP (BNBD), GrahamHollis, APC (GH), and Lawyer for Justice, PC. (LFJ) are awarded
7 costs in the amount of \$ _____ to be paid from the Zamora/Taylor/Luna/Poston
8 Agreement, which shall be distributed in accordance with the Zamora/Taylor/Luna/Poston
9 Agreement. Class Counsel shall not seek or obtain any other compensation or reimbursement
10 from Defendants, Plaintiffs or members of the Class.

11 5. The payment of the Class Representative Service Payments in the amount of
12 \$ 10,000.00 to each of the Plaintiffs is approved and is to be distributed in accordance with the
13 McDowell Agreement and the Zamora/Taylor/Luna/Poston Agreement.

14 6. The payment of \$ _____ to the Settlement Administrator for their fees and
15 expenses is approved, which shall be allocated 40% to the McDowell Agreement and 60% to the
16 Zamora/Taylor/Luna/Poston Agreement.

17 7. The PAGA Payments of \$75,000 and \$30,000 are approved and are to be
18 distributed in accordance with the McDowell Agreement and the Zamora/Taylor/Luna/Poston
19 Agreement.

20 8. The McDowell Agreement and the Zamora/Taylor/Luna/Poston Agreement and
21 this Settlement are not an admission by Defendants, nor is this Final Approval Order and
22 Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
23 Defendants or that this Action is appropriate for class treatment (other than for settlement
24 purposes). Neither this Final Approval Order and Judgment, the McDowell Agreement, the
25 Zamora/Taylor/Luna/Poston Agreement, nor any document referred to herein, nor any action
26 taken to carry out the Settlement is, may be construed as, or may be used as an admission by or
27 against Defendants of any fault, wrongdoing or liability whatsoever. The entering into or carrying
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1 out of the Settlement, and any negotiations or proceedings related thereto, shall not in any event be
2 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
3 or defenses by Defendants. Notwithstanding these restrictions, Defendants may file in the Action
4 or in any other proceeding this Final Approval Order and Judgment, the Settlement, or any other
5 papers and records on file in the Action as evidence of the settlement to support a defense of res
6 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
7 as to the Released Class.

8 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
9 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
10 and Judgment shall be posted as set forth in the Class Notice to the Class. It shall not be necessary
11 to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

12 10. If the Settlement does not become final and effective in accordance with the terms
13 of the Settlement, then this Final Approval Order and Judgment, and all orders entered in
14 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
15 revert to their respective positions as of immediately prior to November 10, 2021, and expressly
16 reserve their respective rights regarding the prosecution and defense of their respective actions,
17 including all available defenses and affirmative defenses, and arguments that any claim in the
18 action(s) could not be certified as a class action and/or managed as a representative action.

19 11. Within twenty-one (21) calendar days of the Effective Date, Defendants shall transmit
20 the Settlement Fund to the Settlement Administrator, and shall further transmit and the amount
21 necessary to pay Defendants' share of payroll taxes to the Settlement Administrator as provided
22 for in the Settlement. Neither Defendants nor any of the Released Parties shall have any further
23 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense or liability,
24 except as provided by the McDowell Agreement and/or the Zamora/Taylor/Luna Agreement.

25
26 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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FINAL APPROVAL ORDER AND JUDGMENT

1 1. Final judgment is hereby entered in conformity with the McDowell Agreement and
2 the Zamora/Taylor/Luna/Poston Agreement and this Court’s Preliminary Approval Order. This
3 document shall constitute a final judgment pursuant to California Rule of Court 3.769(h).

4 2. Except as set forth in the McDowell Agreement and/or the
5 Zamora/Taylor/Luna/Poston Agreement and this Final Approval Order and Judgment, Plaintiffs,
6 and all members of the Class, shall take nothing in the Action.

7 3. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
8 exclusive and continuing jurisdiction to construe, interpret, implement and enforce the Settlement,
9 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
10 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

11 4. Each party shall bear its own attorneys’ fees and costs, except as otherwise
12 provided in the Settlement and in this Final Approval Order and Judgment.

13 5. Upon the Effective Date, each Settlement Member shall release Defendants and the
14 Released Parties, and each of them, from the Released Claims as set forth in the McDowell
15 Agreement. The “Released Claims” are all causes of action and factual or legal theories that were
16 alleged in the operative Second Amended Complaint or reasonably could have been alleged based
17 on the facts and legal theories contained in the operative Second Amended Complaint, including
18 all of the following claims for relief: (i) failure to pay wages due (including minimum wage,
19 straight wages, and overtime/premium wages); (ii) failure to provide proper meal periods and/or
20 proper premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper
21 premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v)
22 failure to reimburse for business expenses; (vi) failure to pay wages timely during employment;
23 (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or
24 accurate payroll records and work schedules; (ix) unfair business practices; (x) civil penalties
25 under the Private Attorneys General Act (“PAGA”); (xi) any other claims or penalties under the
26 wage and hour laws pleaded in the Action; and (xii) all damages, penalties, interest and other
27 amounts recoverable under said causes of action under California and federal law, to the extent
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1 permissible, including but not limited to the California Labor Code as to the facts alleged in the
2 Action, the applicable Wage Orders as to the facts alleged in the proposed complaint, and the
3 California Unfair Competition Law. The period of the Release shall extend to the limits of the
4 Class Period.

5 6. Upon the Effective Date, each Participating Class Member shall release Defendants
6 and the Released Parties, and each of them, from the Released Class Claims as set forth in the
7 Zamora/Taylor/Luna Agreement. The “Released Class Claims” are all facts and legal theories that
8 were or reasonably could have been alleged based upon the Second Amended Consolidated
9 Complaint in the *McDowell* Action for the Class Period, or if not consolidated the operative
10 complaints in any/all of the Actions for their respective periods, including: (i) failure to pay wages
11 due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding,
12 off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to
13 provide proper meal periods and/or proper premium payments in lieu of meals; (iii) failure to
14 provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to
15 provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to
16 pay wages timely during employment; (vii) failure to pay wages timely at or after termination;
17 (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to
18 provide one day’s rest in seven/causing employees to work more than six days in seven; (x) unfair
19 business practices; (xi) civil penalties under the PAGA based on the facts and legal theories
20 alleged in the Second Amended Complaint; (xii) any other claims or statutory penalties under the
21 wage and hour laws pleaded in the Actions; and (xiii) all damages, statutory penalties, interest and
22 other amounts recoverable under said causes of action under California and federal law, to the
23 extent permissible, including but not limited to the California Labor Code as to the facts alleged in
24 the operative complaints in the Actions for their respective periods, the applicable Wage Orders as
25 to the facts alleged in the operative complaints in the Actions for their respective periods, and the
26 California Unfair Competition Law as to the facts alleged in the operative complaints in the
27 Actions for their respective periods. Claims for wrongful termination are excluded from the
28

1 Released Claims, except with respect to the Plaintiffs. (“Released Class Claims”). Claims for
2 vested benefits, unemployment insurance, disability, social security, and workers' compensation,
3 are expressly excluded from the Released Class Claims. The Released Class Claims are released
4 against all Released Parties. The res judicata effect of the Judgment will be the same as that of the
5 Release.

6 7. Upon the Effective Date, Defendants shall receive a release from the State of
7 California of all PAGA claims for civil penalties under California Labor Code Sections 2698 et.
8 seq., based on the facts and legal theories alleged in the Second Amended Complaint, or if not
9 consolidated, the operative complaints in any/all of the Actions which occurred during the
10 respective PAGA Period (“Released PAGA Claims”), which include the following alleged
11 violations: (i) failure to pay wages due (including minimum wages, straight wages,
12 overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or
13 miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper
14 premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper
15 premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v)
16 failure to reimburse for business expenses; (vi) failure to pay wages timely during employment;
17 (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or
18 accurate payroll records and work schedules; (ix) failure to provide one day’s rest in seven/causing
19 employees to work more than six days in seven; (x) retaliation against employees who make good
20 faith complaints about unpaid wages; (xi) any other claims for civil penalties premised on the
21 wage and hour laws pleaded in the operative complaints in the Actions. Claims for vested
22 benefits, unemployment insurance, disability, social security, and workers' compensation, are
23 expressly excluded from the Released Claims. The Released PAGA Claims are released against all
24 Released Parties. The res judicata effect of the Judgment will be the same. The Released PAGA
25 Claims are released against all Released Parties. The release of the Released PAGA Claims shall
26 be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee
27 submitted a request for an exclusion from the Class.

1 8. Upon the Effective Date, Plaintiffs generally, fully and finally release and
2 discharge the Released Parties from any and all the Plaintiffs' Released Claims, as more fully set
3 forth in the McDowell Agreement and the Zamora/Taylor/Luna/Poston Agreement.

4
5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

6
7 Dated: _____

8
9 HON. DAVID COHN
JUDGE, SUPERIOR COURT OF CALIFORNIA

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Attorneys for Plaintiffs
ERIC D. MCDOWELL, AARON L. STUBBS,
LEON C. WILLIS, AND ON BEHALF OF ALL PERSONS SIMILARLY SITUATED

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

ERIC D. MCDOWELL, an individual;
AARON L. STUBBS, an individual;
LEON C. WILLIS, an individual, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

PENSKE TRUCK LEASING CO., L.P.;
PENSKE LOGISTICS LLC, a Delaware
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No. CIVDS2012273

[Assigned for all purposes to the Honorable
David S. Cohn, Dept. S-26]

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: May 29, 2020
Trial Date: None

1 IT IS HEREBY STIPULATED, by and between Plaintiffs Eric D. McDowell, Aaron L.
2 Stubbs and Leon C. Willis (collectively, "Plaintiffs"), individually and on behalf of the Settlement
3 Class, and Defendants Penske Truck Leasing Co., L.P. and Penske Logistics LLC (collectively,
4 "Defendants"), and subject to the approval of the Court, that the Action is hereby settled pursuant
5 to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA
6 Settlement and Release of Claims ("Agreement") and that the Court shall make and enter
7 judgment subject to the definitions, recitals and terms set forth herein which by this reference
8 become an integral part of this Agreement.
9

10
11 **I. DEFINITIONS**

- 12 A. "Action" or "Lawsuit" shall mean, the civil action entitled *Eric D. McDowell, an*
13 *individual; Aaron L. Stubbs, an individual; Leon C. Willis, an individual, and on*
14 *behalf of all persons similarly situated v. Penske Truck Leasing Co., L.P., Penske*
15 *Logistics LLC, a Delaware limited liability company, and Does 1 through 10,*
16 *inclusive*, originally filed on May 29, 2020, in the San Bernardino County Superior
17 Court, and assigned Case No. CIVDS2012273.
18
19
20 B. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class
21 Action and PAGA Settlement and Release of Claims.
22
23 C. "Class Counsel" means the attorneys of record for the Class Representatives and
24 Class Members, *i.e.*, Mark J. Skapik, Geralyn L. Skapik, and Blair J. Berkley,
25 Skapik Law Group, 5861 Pine Avenue, Suite A-1, Chino Hills, California 91709.
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- 1 D. "Class Counsel Award" means an award of attorneys' fees, expenses and costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in
3 recognition of their efforts and risks in assisting with the prosecution of the Action.
4
- 5 E. "Class Data" means for each Class Member, his or her full name; last-known
6 mailing address; Social Security number; his or her employee identification number; his or
7 her email address (if known and available to Defendants); his or her dates of employment,
8 and data allowing the Settlement Administrator to calculate the number of weeks in which
9 he or she actually performed any work during the Class Period and PAGA Period.
10
- 11 F. "Class Members" means all current and former non-exempt employees of
12 Defendants in California employed at any time between January 31, 2016 and the
13 date of the order approving Plaintiffs' Motion for Preliminary Approval of Class
14 Action and PAGA Settlement (*i.e.* April 6, 2022).
15
- 16 G. "Class Period" shall mean the time period from January 31, 2016, through the date
17 of the order approving Plaintiffs' Motion for Preliminary Approval of Class Action
18 and PAGA Settlement (*i.e.* April 6, 2022).
19
- 20 H. "Class Representative Service Award" means the amount that the Court authorizes
21 to be paid to Plaintiffs from the Maximum Settlement Amount, in addition to their
22 Individual Settlement Payments, in recognition of their efforts and risks in assisting
23 with the prosecution of the Action and in exchange for executing a General Release
24 of Defendants.
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- 1 I. "Class Representatives" means the named Plaintiffs in this lawsuit, Eric D.
2 McDowell, Aaron L. Stubbs and Leon C. Willis.
- 3
4 J. "Court" means the Superior Court for the State of California, County of San
5 Bernardino.
- 6
7 K. "Defendants" means Penske Truck Leasing Co., L.P. and Penske Logistics LLC.
- 8
9 L. "Defense Counsel" or "Counsel for Defendants" shall mean Evan Moses of
10 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite
11 1200, Los Angeles, California 90071.
- 12
13 M. "Effective Date" shall be the later of the following: (i) if no objections to the
14 settlement have been filed, or the timely objections have been filed and then
15 withdrawn, then the date the Court enters judgment granting Final Approval; (ii) if
16 an objection to the settlement has been filed, then the date on which time expires to
17 file an appeal of the Court's grant of Final Approval of settlement; or (iii) if an
18 objection was filed and a Notice of Appeal of the Court's grant of Final Approval
19 of settlement was timely filed, then the date the appeal is finally resolved, with the
20 final approval unaffected.
- 21
22 N. "Final Approval Order" or "Final Approval" means the Court's order granting final
23 approval of the Settlement.
- 24
25 O. "Individual Settlement Payment" means the amount payable from the Net
26 Settlement Amount to each Settlement Member.
- 27
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- 1 P. "Maximum Settlement Amount" means \$1,000,000.00, which sum includes all
2 payments contemplated by this Agreement, including but not limited to: the
3 Individual Settlement Payments, the Class Representative Service Awards, the
4 Class Counsel Award, PAGA Payment, the Settlement Administration Costs, and
5 any award of costs or reimbursements to Class Counsel or Plaintiffs. It does not
6 include any required employer payroll taxes, and Defendants shall pay such
7 amounts separate and apart from the Maximum Settlement Amount. This is a non-
8 reversionary settlement. Except for any required employer payroll taxes, in no
9 event shall Defendants be liable for more than \$1,000,000.00 as a result of this
10 Settlement.
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13 Q. "Net Settlement Amount" or "NSA" means the Maximum Settlement Amount, less
14 the Class Representative Service Awards, the Class Counsel's Attorneys Fee
15 Award, PAGA Payment, the Settlement Administration Costs, and any award of
16 costs or reimbursements to Class Counsel or Plaintiffs.
17
18 R. "Notice Packet" means the Notice of Class Action Settlement in a form
19 substantially similar to the form attached hereto as Exhibit 1, and a pre-printed
20 postage-paid return envelope.
21
22 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.
23
24 T. "PAGA Period" shall mean the time period from January 31, 2019, through the
25 date of the order approving Plaintiffs' Motion for Preliminary Approval of Class
26 Action and PAGA Settlement (*i.e.* April 6, 2022).
27

1 U. "PAGA Payment" means the payment made hereunder to the California Labor and
2 Workforce Development Agency pursuant to PAGA.

3
4 V. "PAGA Members" means current and former non-exempt employees of
5 Defendants in California employed at any time between January 31, 2019 and the
6 date of the order approving Plaintiffs' Motion for Preliminary Approval of Class
7 Action and PAGA Settlement (*i.e.* April 6, 2022).

8
9 W. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean
10 either Plaintiff or Defendants, individually.

11
12 X. "Payment Ratio" means the respective Qualified Workweeks for each Settlement
13 Member divided by the total Qualified Workweeks for all Class Members.

14
15 Y. "Plaintiffs" shall mean the named Plaintiffs in this action, Eric D. McDowell,
16 Aaron L. Stubbs and Leon C. Willis.

17
18 Z. "Preliminary Approval Date" means the date the Court enters an order granting
19 preliminary approval of the Settlement.

20
21 AA. "Qualified Workweeks" means the total number of weeks in which the Class
22 Members actually worked within the Class Period (as reflected in the Class Data).

23
24 BB. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund set up
25 by the Settlement Administrator into which the Maximum Settlement Amount shall
26 be deposited and disbursements from it shall be made.

1 CC. "Released Claims" means all causes of action and factual or legal theories
2 that were alleged in the operative Second Amended Complaint or reasonably could
3 have been alleged based on the facts and legal theories contained in the operative
4 Second Amended Complaint, including all of the following claims for relief: (i)
5 failure to pay wages due (including minimum wages, straight wages, and
6 overtime/premium/double-time wages); (ii) failure to provide proper meal periods
7 and/or proper premium payments in lieu of meals; (iii) failure to provide proper rest
8 breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to
9 provide accurate wage statements; (v) failure to reimburse for business expenses;
10 (vi) failure to pay wages timely during employment; (vii) failure to pay wages
11 timely at or after termination; (viii) failure to maintain necessary or accurate payroll
12 records and work schedules; (ix) unfair business practices; (x) civil penalties under
13 the Private Attorneys General Act ("PAGA"); (xi) any other claims or penalties
14 under the wage and hour laws pleaded in the Action; and (xii) all damages,
15 penalties, interest and other amounts recoverable under said causes of action under
16 California and federal law, to the extent permissible, including but not limited to
17 the California Labor Code as to the facts alleged in the Action, the applicable Wage
18 Orders as to the facts alleged in the proposed complaint, and the California Unfair
19 Competition Law. The period of the Release shall extend to the limits of the Class
20 Period. The *res judicata* effect of the Judgment will be the same as that of the
21 Release.
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1 DD. "Released Parties" shall mean Defendants Penske Truck Leasing Co., L.P. and
2 Penske Logistics LLC, and all of their past, present and/or future, direct and/or
3 indirect, officers, directors, employees, agents, representatives, attorneys, insurers,
4 partners, investors, shareholders, administrators, parent companies, partners,
5 subsidiaries, affiliates, divisions, predecessors, successors, assigns, benefit plans,
6 and joint venturers.
7

8 EE. "Request for Exclusion" refers to a formal request to be excluded from the
9 Settlement as described in detail in Paragraph III.L.7.
10

11 FF. "Response Deadline" means the date forty-five (45) days after the Settlement
12 Administrator mails and emails Notice Packets to Class Members and the last date
13 on which Class Members may submit requests for exclusion, or objections to the
14 Settlement.
15

16 GG. "Settlement" means the disposition of the Action pursuant to this Agreement.
17

18 HH. "Settlement Administrator" means Simpluris.
19

20 II. "Settlement Members" means all Class Members that do not submit a valid
21 Request for Exclusion and all PAGA Members. Settlement Members will release
22 all of the Released Claims and be bound by all terms of the Settlement and any
23 final judgment entered in this Action.
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II. RECITALS

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2 A. Class Certification. The Parties stipulate and agree to class certification for
3 purposes of this Settlement only. This Agreement is subject to the approval of the
4 Court and is made for the sole purpose of consummating settlement of the Action.
5 Should the Settlement not become final and effective as herein provided, class
6 certification shall immediately be set aside and the Settlement Class immediately
7 decertified (subject to further proceedings on motion of any party to certify or deny
8 certification thereafter). The Parties' willingness to stipulate to class certification
9 as part of the Settlement shall have no bearing on, and shall not be admissible in or
10 considered in connection with, the issue of whether a class should be certified in a
11 non-settlement context in this Action and shall have no bearing on, and shall not be
12 admissible or considered in connection with, the issue of whether a class should be
13 certified in any other lawsuit.
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17 B. Procedural History. On May 29, 2020, Plaintiffs filed a putative class action
18 Complaint, Case No. CIVDS2012273 in the Superior Court for the State of
19 California, County of San Bernardino, asserting claims against Defendant Penske
20 Truck Leasing Co., L.P., for alleged violations of the California Labor Code and
21 the Business and Professions Code, including failure to reimburse for necessary
22 business expenses, failure to pay minimum wage, and unfair business practices,
23 along with claims for interest, attorneys' fees and costs. On September 10, 2021,
24 Plaintiffs filed a First Amended Complaint against Defendants, for alleged
25 violations of the California Labor Code and the Business and Professions Code,
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1 including failure to reimburse for necessary business expenses, unfair business
2 practices, failure to pay minimum wage, failure to pay overtime, failure to provide
3 proper meal and rest periods, failure to maintain accurate required records and to
4 provide complete, accurate, or properly formatted wage statements, failure to
5 timely pay final wages and to pay all wages owed upon separation, and civil
6 penalties under PAGA, along with claims for restitution under California Business
7 & Professions Code sections 17200, *et seq.*, and claims for interest, attorneys' fees
8 and costs.
9

10
11 C. Mediation. On June 22, 2021, the Parties participated in a full day private
12 mediation with Lou Marlin, a well-respected mediator with considerable experience
13 mediating wage and hour class actions. The mediation took place after several
14 months of settlement discussions and only after the Parties exchanged extensive
15 informal discovery, Class and PAGA data. The mediation and subsequent arms-
16 length negotiations resulted in the Settlement described herein to resolve this
17 Action in its entirety.
18

19
20 D. Consolidation of Related Actions. On November 10, 2021, Defendants participated
21 in a separate all-day mediation presided over by Lou Marlin with the Plaintiffs in
22 the following related actions: (1) *Angel Zamora, et al. v. Penske Truck Leasing Co,*
23 *L.P.*, Case No. 2:20-cv-02503 ODW(MRWx), pending in United States District
24 Court, Central District of California; (2) *Angel Zamora, et al. v. Penske Truck*
25 *Leasing Co, L.P.*, Case No. 20STCV46359, pending in the Superior Court of the
26 State of California, County of Los Angeles; (3) *Ladell Taylor, et al. v. Penske*
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1 *Logistics LLC*, Case No. 5:20-cv-02623-ODW (MRWx), pending in the United
2 States District Court, Central District of California; (4) *Ladell Taylor, et al v.*
3 *Penske Logistics LLC*, Case No. CIVSB2029173, pending in the Superior Court of
4 the State of California, County of San Bernardino; (5) *Mark Luna v. Penske*
5 *Logistics LLC*, Case No. 2:21-cv-00081-TLN-JDP, pending in the United States
6 District Court, Eastern District of California; (6) *Mark Luna v. Penske Logistics*
7 *LLC*, Case No. 34-2021-00292756, pending in the Superior Court of the State of
8 California, County of Sacramento; (7) *Phil Poston v. Penske Logistics LLC*, Case
9 No. 2:21-cv-03939, United States District Court, Central District of California; and
10 (8) *Phil Poston v. Penske Logistics, LLC*, Case No. 21CMCV00142, pending in the
11 Superior Court of the State of California, County of Los Angeles (collectively, the
12 “Related Actions”). Plaintiffs and Defendants to this Agreement will stipulate to
13 consolidate the Related Actions with this Action, for settlement purposes only
14 (together, collectively the “Actions”). The Parties to the Actions will seek
15 consolidation through the filing of a Second Amended Consolidated Complaint in
16 this Action, for settlement purposes only.

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20 1. Following filing of the Second Amended Consolidated Complaint, this
21 Settlement will be submitted for approval jointly before the Court along with the
22 settlement of the Related Actions.

23
24 2. The Parties further agree that, provided the approval of the Settlement
25 proceeds jointly with the Related Actions in the Court and is granted preliminary
26 and final approval, they will not oppose or object to the settlement negotiated in the
27

1 Related Actions nor the application for attorneys' fees and costs to be made by the
2 attorneys in the Related Actions.

3
4 3. The Parties in this Action agree that if settlement approval of a joint
5 settlement of the Actions is not granted, the Related Actions and this Action will
6 proceed in the same courts and venues, in the same positions, and based on the
7 same claims and statutes of limitations, as they existed immediately prior to
8 November 10, 2021.

9
10 E. Benefits of Settlement to Settlement Class Members. Plaintiffs and Class Counsel
11 recognize the expense and length of continued proceedings necessary to litigate
12 their disputes through trial and through any possible appeals. Plaintiffs have also
13 taken into account the uncertainty and risk of the outcome of further litigation, and
14 the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel
15 are also aware of the burdens of proof necessary to establish liability for the claims
16 asserted in the Action, both generally and in response to Defendants' defenses
17 thereto, and the difficulties in establishing damages for the Class and PAGA
18 Members. Based on the foregoing, Plaintiffs and Class Counsel have determined
19 that the terms set forth in this Agreement is a fair, adequate and reasonable
20 settlement, and is in the best interests of the Settlement Members.
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24 F. Defendants' Reasons for Settlement. Defendants have concluded that any further
25 defense of this litigation would be protracted and expensive for all Parties.
26 Substantial amounts of Defendants' time and resources have been and, unless this
27 Settlement is made, will continue to be devoted to the defense of the claims
28

1 asserted by Plaintiffs and Class and PAGA Members. Defendants have also taken
2 into account the risks of further litigation in reaching their decision to enter into
3 this Settlement. Despite continuing to contend that they are not liable for any of
4 the claims set forth by Plaintiffs, Defendants have, nonetheless, agreed to settle in
5 the manner and upon the terms set forth in this Agreement to put to rest the claims
6 as set forth in the Action.
7

8
9 G. Class Members' Claims. The Class Representatives' claim that their allegations
10 have merit and give rise to liability on the part of Defendants. This Agreement is a
11 compromise of disputed claims. The monies being paid as part of the settlement
12 are genuinely disputed and the Parties agree that the provisions of Labor Code
13 section 206.5 are not applicable to this Settlement. Nothing contained in this
14 Agreement and no documents referred to herein and no action taken to carry out
15 this Agreement may be construed or used as an admission by or against the Class
16 Members or Class Counsel as to the merits or lack thereof of the claims asserted.
17

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19 H. Defendants' Defenses. Defendants claim that the Released Claims have no merit
20 and do not give rise to liability. This Agreement is a compromise of disputed
21 claims. The monies being paid as part of the settlement are genuinely disputed and
22 the Parties agree that the provisions of Labor Code section 206.5 are not applicable
23 to this Settlement. Nothing contained in this Agreement and no documents referred
24 to herein and no action taken to carry out this Agreement may be construed or used
25 as an admission by or against Defendants as to the merits or lack thereof of the
26 claims asserted.
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III. TERMS OF AGREEMENT

A. Settlement Consideration by Defendants. Defendants shall pay the monetary sums as specified in this Agreement, up to the Maximum Settlement Amount, plus any required employer payroll taxes on the portion of the Individual Settlement Payments allocated to wages. The Parties agree that this is a non-reversionary Settlement. In no event shall Defendants be required to pay more than the Maximum Settlement Amount, plus any required employer payroll taxes on the portion of the Individual Settlement Payments allocated to wages.

B. Limited Release By All Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Settlement Agreement, Settlement Members will be deemed to have, and by operation of the Final Approval Order and Judgment, will have, expressly waived and released the Released Parties of the Released Claims (as defined above) to the fullest extent permitted by the law. All Settlement Members who do not opt out of the Settlement will be bound by a release of all claims and causes of action falling within the definition of "Released Claims" (above), whether known or unknown. However, to be clear, the scope of the release is limited to the Released Claims. Plaintiffs and the Settlement Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the Settlement Members

1 shall be deemed to have, and by operation of the final judgment approved by the
2 Court, shall have, fully, finally, and forever settled and released all of the Released
3 Claims. The Parties understand and specifically agree that the scope of the release
4 described in this Paragraph is a material part of the consideration for this Agreement;
5 was critical in justifying the agreed upon economic value of this settlement and
6 without it Defendants would not have agreed to the consideration provided; and is
7 narrowly drafted and necessary to ensure that Defendants are obtaining peace of
8 mind regarding the resolution of claims that were or could have been alleged based
9 on the facts, causes of action, and legal theories contained in Plaintiffs' Second
10 Amended Complaint. The settlement checks will include an endorsement
11 confirming that by cashing the check, the Settlement Members are releasing the
12 Released Claims.
13
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15 C. General Release By Plaintiffs. As of the Effective Date, in consideration for the
16 consideration set forth in this Agreement, Plaintiffs, for themselves and their heirs,
17 successors and assigns, hereby waive, release, acquit and forever discharge the
18 Released Parties, from any and all claims, actions, charges, complaints, grievances
19 and causes of action, of whatever nature, whether known or unknown, which exist
20 or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not
21 limited to any and all tort claims, contract claims, wage claims, wrongful
22 termination claims, disability claims, benefit claims, public policy claims, retaliation
23 claims, statutory claims, personal injury claims, emotional distress claims, invasion
24 of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any
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1 and all claims arising under any federal, state or other governmental statute, law,
2 regulation or ordinance, including, but not limited to claims for violation of the Fair
3 Labor Standards Act, the California Labor Code, the Wage Orders of California's
4 Industrial Welfare Commission, other state wage and hour laws, the Americans with
5 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the
6 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
7 1964, the California Fair Employment and Housing Act, the California Family
8 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection
9 Act, California Business & Professions Code Section 17200 et seq., and any and all
10 claims arising under any federal, state or other governmental statute, law, regulation
11 or ordinance. Plaintiffs hereby expressly waive and relinquish any and all claims,
12 rights or benefits that they may have under California Civil Code § 1542, which
13 provides as follows: "*A general release does not extend to claims which the*
14 *creditor does not know or suspect to exist in his or her favor at the time of executing*
15 *the release and that, if known by him or her, would have materially affected his or*
16 *her settlement with the debtor or released party.*" Plaintiffs may hereafter discover
17 claims or facts in addition to, or different from, those which they now know or
18 believe to exist, but they expressly agree to fully, finally and forever settle and
19 release any and all claims against the Released Parties, known or unknown,
20 suspected or unsuspected, which exist or may exist on behalf of or against the other
21 at the time of execution of this Agreement, including, but not limited to, any and all
22 claims relating to or arising from Plaintiffs' employment with Defendants. The
23 Parties further acknowledge, understand and agree that this representation and
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1 commitment is essential to the Agreement and that this Agreement would not have
2 been entered into were it not for this representation and commitment.

3
4 D. ADEA Waiver by Plaintiff(s). Without limiting the scope of this Agreement,
5 Plaintiff McDowell agrees that this Agreement constitutes a knowing and voluntary
6 waiver of any and all rights or claims that exist or that Plaintiff McDowell may
7 claim to have under the Age Discrimination in Employment Act ("ADEA"), as
8 amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621,
9 et seq.). Plaintiff McDowell acknowledges all of the following:

- 11 1. The consideration provided pursuant to this Agreement is in addition to any
12 consideration that they would otherwise be entitled to receive;
- 13
14 2. Plaintiff McDowell has been and is advised in writing to consult with an
15 attorney prior to signing this Agreement;
- 16
17 3. Plaintiff McDowell has been provided a full and ample opportunity to study
18 this Agreement, including a period of at least twenty-one (21) calendar days
19 within which to consider it;
- 20
21 4. To the extent that Plaintiff McDowell takes fewer than twenty-one (21)
22 calendar days to consider this Agreement prior to signing it, he
23 acknowledges that he had sufficient time to consider this Agreement with
24 legal counsel and that he expressly, voluntarily and knowingly waives any
25 additional time;
- 26
- 27

1 5. Plaintiff McDowell agrees that any changes made to the Agreement during
2 the twenty-one (21) day period (whether material or immaterial) do not
3 restart the running of the twenty-one (21) day period; and

4
5 6. Plaintiff McDowell is aware of his right to revoke this waiver of claims
6 under the ADEA any time within the seven (7) calendar-day period
7 following the date Plaintiff McDowell signs the Agreement and that the
8 waiver of claims under the ADEA shall not become effective or enforceable
9 until the seven (7) calendar-day revocation period expires. Notwithstanding
10 Plaintiff's right to revoke the waiver of claims under the ADEA, the
11 remainder of the terms of this Agreement shall become effective and
12 enforceable as of the date that the Parties sign this Agreement.

13
14
15 7. To be effective, timely notice of revocation of the waiver of ADEA claims
16 must be made in writing and delivered to Defendants through its counsel,
17 Evan Moses, Esq., at Ogletree Deakins Nash Smoak & Stewart, P.C., 400
18 South Hope Street, Suite 1200, Los Angeles, California 90017, no later than
19 the seventh (7th) day after Plaintiff McDowell executes this Agreement.
20 Plaintiff McDowell agrees to keep written documentation proving that he
21 revoked this Agreement as provided in this section, either by keeping the
22 documents attesting to the delivery of the revocation, or verification that the
23 fax was, in fact, received.
24
25

26 E. Conditions Precedent: This Settlement will become final and effective only upon
27 the occurrence of all of the following events:
28

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. The Final Effective Date occurs;
4. Defendants do not invoke their right to revoke the Settlement as described in Paragraph III.Q. ("Defendants' Option to Revoke Settlement") herein; and
5. Plaintiff McDowell does not revoke the waiver of claims under the ADEA after the conclusion of his timeframe to do so.

F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein:

1. This Settlement Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any

judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only and only as follows:

1. Plaintiffs shall be appointed as Class Representatives.

2. The Parties stipulate that Mark J. Skapik, Geralyn L. Skapik, and Blair J. Berkley shall be appointed Class Counsel.

3. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Members are not relying

1 on any statement or representation by the Parties in this regard. Settlement
2 Members understand and agree that they will be responsible for the payment of any
3 taxes and penalties assessed on the Individual Settlement Payments described herein
4 and will be solely responsible for any penalties or other obligations resulting from
5 their personal tax reporting of Individual Settlement Payments.
6

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

4 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file
5 with the Court a Motion for Order Granting Preliminary Approval and supporting
6 papers, which shall include this Settlement Agreement. Plaintiffs shall provide a
7 courtesy draft of these papers to Defense Counsel at least 7 business days before
8 filing the documents.
9

10 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
11 Settlement Administrator is bound to all of the terms, conditions and obligations
12 described in this Settlement Agreement. Among these obligations, the Settlement
13 Administrator shall have sole and exclusive responsibility for: calculating Qualified
14 Workweeks and Individual Settlement Payments; processing and mailing payments
15 to the Class Representative, Class Counsel, LWDA and Settlement Members;
16 printing, mailing, and emailing the Notice Packets to the Class Members as directed
17 by the Court; receiving and reporting objections, opt outs, Requests for Exclusion
18 and Notices of Objection; deducting all legally required taxes from Individual
19 Settlement Payments and distributing tax forms; processing and mailing any tax
20 payments to the appropriate state and federal taxing authorities; providing
21 declaration(s) as necessary in support of preliminary and/or final approval of this
22 Settlement; and other tasks as the Parties mutually agree or the Court orders the
23 Settlement Administrator to perform. The Settlement Administrator shall keep the
24 Parties timely apprised of the performance of all Settlement Administrator's
25 responsibilities. Defendants and Defense Counsel shall have no responsibility for
26 validating or ensuring the accuracy of the Settlement Administrator's work.
27

1 Plaintiffs, Class Counsel, Defendants and Defense Counsel shall not bear any
2 responsibility for errors or omissions in the calculation or distribution of the
3 Individual Settlement Payments or any other distribution of monies contemplated by
4 this Agreement. The administration of this Settlement shall take place jointly with
5 the administration of the settlement of the Related Actions, and there shall only be
6 one notice mailing sent out to Class Members with respect to the Action and the
7 settlement of the Related Actions. The Settlement Administration Expenses are
8 being allocated between the Action and the Related Actions pro-rata based upon
9 relative amount of the Maximum Settlement Amount in the Action and the Gross
10 Settlement Amount in the Related Actions.

11
12 L. Notice Procedure.

13
14 1. Class Data. The Class Data shall be confidential. The Settlement
15 Administrator shall not provide the Class Data to Class Counsel or Plaintiffs
16 or any third party, or use the Class Data or any information contained
17 therein for any purpose other than to administer this Settlement. Defendants
18 shall provide the Settlement Administrator with the Class Data for purposes
19 of preparing and mailing/emailing Notice Packets to Settlement Members.
20 This shall take place within fourteen (14) calendar days after the
21 Preliminary Approval Date.
22

23
24 2. Notice Packets.

25
26 a) The Notice of Class Action and PAGA Settlement mailed and, to the
27 extent feasible, emailed, out to Class Members (the "Notice Packet")
28

1 shall be in a form substantially similar to the form attached hereto as
2 Exhibit 1. The Notice of Class Action and PAGA Settlement shall
3 also inform Class Members to keep the Settlement Administrator
4 apprised of their current mailing addresses, to which the Settlement
5 Payments will be mailed following the Effective Date. The Notice
6 of Class Action and PAGA Settlement shall set forth the release to
7 be given by all members of the Settlement Class who do not request
8 to be excluded from the Settlement Class in exchange for an
9 Individual Settlement Payment.
10

11
12 b) The Notice Packet shall be individualized by inclusion of the
13 Settlement Member's starting and ending dates of employment
14 during the Settlement Class Period, the Settlement Member's
15 number of Qualified Workweeks, and the Settlement
16 Administrator's calculation of their estimated Individual Settlement
17 Payment if they do not request to be excluded from the Settlement.
18

19
20 c) The Notice Packet's mailing envelope shall include the following
21 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY GET
22 MONEY FROM A CLASS ACTION SETTLEMENT; A PROMPT
23 REPLY IS REQUIRED TO PRESERVE YOUR RIGHTS."
24

25 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the
26 Settlement Administrator will perform a search based on the National
27 Change of Address Database to update and correct any known or
28

1 identifiable address changes. No later than fourteen (14) calendar days after
2 receiving the Class Data from Defendants as provided herein, the
3 Settlement Administrator shall mail copies of the Notice Packet to all Class
4 Members via regular First Class U.S. Mail, and shall email copies of the
5 Notice Packet to each Class Member for whom Defendants have an email
6 address. The Settlement Administrator shall exercise its best judgment to
7 determine the current mailing address for each Class Member. The address
8 identified by the Settlement Administrator as the current mailing address
9 shall be presumed to be the best mailing address for each Class Member. A
10 reminder postcard will also be mailed and emailed to the Class Members
11 thirty (30) days after the Notice Packet is first sent to the Class Members.
12
13

- 14 4. Undeliverable Notices. Any Notices of Class Action and PAGA Settlement
15 returned to the Settlement Administrator as non-delivered on or before the
16 Response Deadline shall be re-mailed to the forwarding address affixed
17 thereto. If no forwarding address is provided, the Settlement Administrator
18 shall promptly attempt to determine a correct address by lawful use of skip-
19 tracing, or other search using the name, address and/or Social Security
20 number of the Class Member involved, and shall then perform a re-mailing,
21 if another mailing address is identified by the Settlement Administrator. In
22 addition, if any Notices of Class Action Settlement, which are addressed to
23 Class Members who are currently employed by Defendants, are returned to
24 the Settlement Administrator as non-delivered and no forwarding address is
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1 provided, the Settlement Administrator shall notify Defendants. Defendants
2 will request that the currently employed Class Member provide a corrected
3 address, and transmit to the Administrator any corrected address provided
4 by the Class Member. Class Members who received a re-mailed Notice
5 Packet shall have their Response Deadline extended fifteen calendar (15)
6 days from the original Response Deadline.
7

8 5. Disputes Regarding Individual Settlement Payments. Class Members will
9 have the opportunity, should they disagree with the dates of employment
10 and/or the estimated number of Qualified Workweeks stated on their Notice
11 of Class Action and PAGA Settlement, to provide documentation and/or an
12 explanation to show contrary employment dates. If there is a dispute, the
13 Settlement Administrator will consult with the Parties to determine whether
14 an adjustment is warranted. The Settlement Administrator shall determine
15 the eligibility for, and the amounts of, any Individual Settlement Payments
16 under the terms of this Agreement. The Settlement Administrator's
17 determination of the eligibility for and amount of any Individual Settlement
18 Payment shall be binding upon the Settlement Member and the Parties.
19

20 6. Disputes Regarding Administration of Settlement. Any disputes not
21 resolved by the Settlement Administrator concerning the administration of
22 the Settlement will be resolved by the Court under the laws of the State of
23 California. Prior to any such involvement of the Court, counsel for the
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1 Parties will confer in good faith to resolve the disputes without the necessity
2 of involving the Court.

3
4 7. Requests for Exclusion.

5 a) The Notice of Class Action and PAGA Settlement contained in the
6 Notice Packet shall state that Class Members who wish to exclude
7 themselves from the Settlement must submit a written Request for
8 Exclusion by the Response Deadline. The written Request for Exclusion
9 must state that the Class Member wishes to exclude himself or herself from
10 the Settlement and (1) must contain the name, address, and the last four
11 digits of the Social Security number and/or Employee ID number of the
12 person requesting exclusion; (2) must be signed by the Class Member; (3)
13 must be postmarked by the Response Deadline and returned to the
14 Settlement Administrator at the specified address; and (4) contain a
15 typewritten or handwritten notice stating in substance: "I wish to opt out of
16 the settlement of the class action lawsuit entitled *Eric D. McDowell, an*
17 *individual; Aaron L. Stubbs, an individual; Leon C. Willis, an individual,*
18 *and on behalf of all persons similarly situated v. Penske Truck Leasing Co.,*
19 *L.P., Penske Logistics LLC, a Delaware limited liability company, and*
20 *Does 1 through 10, inclusive,* filed in the San Bernardino County Superior
21 Court. I understand that by requesting to be excluded from the settlement, I
22 will receive no money from the Settlement described in this Notice."
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1 b) The Request for Exclusion will not be valid if it is not timely
2 submitted, if it is not signed by the Class Member, or if it does not contain
3 the name and address of the Class Member. The date of the postmark on
4 the return mailing envelope for the Request for Exclusion shall be the
5 exclusive means used to determine whether the Request for Exclusion was
6 timely submitted. Class Members who fail to submit a valid and timely
7 written Request for Exclusion on or before the Response Deadline shall be
8 Settlement Members who are bound by all terms of the Settlement and any
9 final judgment entered in this Action if the Settlement is approved by the
10 Court.
11

12
13 c) Any Class Member who requests to be excluded from the Settlement
14 Class will not be entitled to any recovery under the Settlement and will not
15 be bound by the terms of the Settlement or have any right to object, appeal
16 or comment thereon. Nothing in this Settlement or Settlement Agreement
17 will constitute or be construed as a waiver of any defense that Defendants or
18 the Released Parties have or could assert against anyone who timely serves
19 a Request for Exclusion.
20
21

22 d) No later than ten (10) calendar days after the Response Deadline, the
23 Settlement Administrator shall provide counsel for the Parties with a final
24 list of the Class Members who have timely submitted written Requests for
25 Exclusion.
26
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1 e) At no time shall any of the Parties or their counsel seek to solicit or
2 otherwise encourage members of the Settlement Class to submit Requests
3 for Exclusion from the Settlement.
4

5 8. Objections.

6 a) The Notice of Class Action and PAGA Settlement contained in the
7 Notice Packet shall state that Settlement Class Members who wish to object
8 to the Settlement must mail to the Settlement Administrator a written
9 statement of objection ("Notice of Objection") by the Response Deadline.
10 This deadline is extended by fifteen (15) calendar days if the Notice Packet
11 is returned as undeliverable and skip trace procedures are performed as
12 provided in Paragraph III.L.4. above. The postmark date of mailing shall be
13 deemed the exclusive means for determining that a Notice of Objection was
14 served timely.
15
16

17 b) Class Members who submit a timely Notice of Objection will have a
18 right to appear at the Final Approval/Settlement Fairness Hearing in order
19 to have their objections heard by the Court. The Notice of Objection must
20 be signed by the Class Member and state: (1) the case name and number;
21 (2) the name of the Class Member; (3) the address of the Class Member; (4)
22 the last four digits of the Class Member's Social Security number and/or
23 Employee ID number; (4) the basis for the objection; and (5) if the Class
24 Member intends to appear at the Final Approval/Settlement Fairness
25 Hearing. Class Members who fail to make objections in the manner
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1 specified above shall be deemed to have waived any objections and shall be
2 foreclosed from making any objections (whether by appeal or otherwise) to
3 the Settlement.

4
5 c) At no time shall any of the Parties or their counsel seek to solicit or
6 otherwise encourage Class Members to file or serve written objections to
7 the Settlement or appeal from the Order and Final Judgment.

8
9 d) Class Members who submit a written Request for Exclusion are not
10 entitled to object to the Settlement. In the event that a Class Member
11 submits both a Request for Exclusion and a Notice of Objection, the
12 Request for Exclusion will be invalid, while the Notice of Objection will
13 remain valid.
14

15 e) The Settlement Administrator shall send all objections to Class
16 Counsel and Defense Counsel. Class Counsel will be responsible for filing
17 the Notices of Objection with the Court in advance of the Final Approval
18 Hearing. Plaintiffs and/or Defendants may file oppositions to any properly
19 submitted Notices of Objection no later than nine (9) court days prior to the
20 date of the Final Approval/Settlement Fairness Hearing.
21

22
23 f) Defendants shall not be responsible for the fees, costs, or expenses
24 incurred by Plaintiffs, Class Counsel or Class Members arising from or
25 related to any objection to the Settlement Agreement or related to any
26 appeals thereof.
27

1 M. Funding and Allocation of the Maximum Settlement Amount. This is a non-
2 reversionary settlement in which Defendants are required to pay the entirety of the
3 Maximum Settlement Amount. No amount of the Maximum Settlement Fund will revert
4 to Defendants. Upon satisfaction of the preconditions described in this Settlement and
5 pursuant to the timeline and instructions below, Defendants will deposit the Maximum
6 Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the
7 Settlement Administrator. In no event shall Defendants be responsible for any payments in
8 excess of the Maximum Settlement Amount, plus any required employer payroll taxes on
9 the portion of the Individual Settlement Payments allocated to wages.
10

11
12 1. Funding Due Date. No later than twenty-one (21) calendar days after the
13 Effective Date, Defendants shall provide the Maximum Settlement Amount
14 to the Settlement Administrator to fund the Settlement as set forth in this
15 Agreement.
16

17 2. Individual Settlement Payments. Individual Settlement Payments shall be
18 paid from the Net Settlement Amount and shall be paid pursuant to the
19 formula set forth herein.
20

21 a) Calculation of Individual Settlement Payments. Using the Class
22 Information, the Settlement Administrator will calculate the total
23 Qualified Workweeks for all Settlement Members. The respective
24 Qualified Workweeks for each Settlement Member will be divided
25 by the total Qualified Workweeks for all Class Members, resulting
26 in the Payment Ratio for each Settlement Member. Each Settlement
27

1 Member's Payment Ratio will then be multiplied by the Net
2 Settlement Amount to calculate each Settlement Member's
3 estimated Individual Settlement Payments. Individual Settlement
4 Payments will be provided only to those individuals who satisfy the
5 definition of Settlement Members (*i.e.*, all Class Members who do
6 not submit a Request for Exclusion). Each Individual Settlement
7 Payment will be reduced by any legally mandated employee tax
8 withholdings (e.g., employee payroll taxes, etc.). The settlement
9 checks will include an endorsement confirming that by cashing the
10 check, the Settlement Members are releasing state and federal claims
11 covered by the Released Claims.
12
13

14 b) Tax Allocation. For tax purposes, Individual Settlement Payments
15 shall be allocated and treated as follows: 20% as wages subject to
16 IRS Form W-2 reporting and applicable taxes/withholdings, and
17 80% as penalties and interest for which an IRS Form 1099 will be
18 issued.
19

20 c) Mailing. Individual Settlement Payments shall be mailed by regular
21 First Class U.S. Mail to Settlement Class Members' last known
22 mailing address no later than fifteen (15) calendar days after
23 Defendants fund the Maximum Settlement Amount into the QSF
24 established by the Settlement Administrator.
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1 d) Uncashed Checks. Any checks issued to Settlement Members shall
2 remain valid and negotiable for one hundred and eighty (180) days
3 from the date of their issuance. In the event an Individual
4 Settlement Payment check has not been cashed within one hundred
5 and eighty (180) days, pursuant to California Code of Civil
6 Procedure section 384, the unpaid residue shall be tendered to the
7 Controller's Unclaimed Property Fund. The Settlement
8 Administrator shall prepare a report regarding the distribution plan
9 pursuant to California Code Civil Procedure Section 384, including
10 and not limited to the unused funds as set forth in this Paragraph,
11 and the report shall be presented to the Court by Class Counsel.
12
13

14 3. Class Representative Service Award.
15

16 a) Defendants agree not to oppose or object to any application or
17 motion by Plaintiffs for Class Representative Service Awards of up to Ten
18 Thousand dollars (\$10,000.00) to each Plaintiff in exchange for the
19 Released Claims and a General Release and for their time, effort and risk in
20 bringing and prosecuting this matter. The Class Representative Service
21 Awards shall be in addition to the Plaintiffs' Individual Settlement
22 Payments as Settlement Class Members.
23
24

25 b) The Settlement Administrator shall pay the Class Representative
26 Service Awards to Plaintiffs from the Maximum Settlement Amount no
27 later than thirty (30) calendar days after the Effective Date. Any portion of
28

1 the requested Class Representative Service Awards that is not awarded to
2 the Class Representatives shall become part of the Net Settlement Amount.

3
4 c) The Settlement Administrator shall issue an IRS Form 1099 —
5 MISC to Plaintiffs for their Class Representative Service Awards. Plaintiffs
6 shall be solely and legally responsible to pay any and all applicable taxes on
7 their Class Representative Service Awards and shall hold harmless
8 Defendants and the Released Parties from any claim or liability for taxes,
9 penalties, or interest arising as a result of the Class Representative Service
10 Awards.
11

12
13 d) In the event that the Court reduces or does not approve the requested
14 Class Representative Service Awards, Plaintiffs shall not have the right to
15 revoke the Settlement, and it will remain binding, nor will Plaintiffs seek,
16 request, or demand an increase in the Maximum Settlement Amount.
17

18 4. Class Counsel Award.

19
20 a) In consideration for settling the Action and in exchange for the
21 release of the Released Parties for all Released Claims and the General
22 Release by Plaintiff, Class Counsel intends to apply for an award of
23 attorneys' fees not to exceed thirty-three and one-third percent (33.33%) of
24 the Maximum Settlement Amount (\$333,333.33 of \$1,000,000.00), plus
25 costs and expenses supported by declaration, from the Maximum Settlement
26 Amount.
27

1 b) Class Counsel, Plaintiff and the Settlement Members will not apply
2 to the Court for any payment of attorneys' fees and costs that are in addition
3 to the foregoing or that exceed the Maximum Settlement Amount. The
4 Parties agree that, over and above the Court-approved Class Counsel
5 Award, each of the Parties, including all Settlement Members, shall bear
6 their own fees and costs, including, but not limited to, those related to the
7 investigation, filing, prosecution, or settlement of the Action; the
8 negotiation, execution, or implementation of this Agreement; and/or the
9 process of obtaining, administering, or challenging an Order Granting
10 Preliminary Approval and/or Final Approval.
11

12
13 c) Any portion of the requested Class Counsel Award that is not
14 awarded to Class Counsel shall be part of the Net Settlement Amount and
15 shall be distributed to Settlement Members as provided in this Agreement.
16

17 d) The Settlement Administrator shall pay the Class Counsel Award to
18 Class Counsel from the Maximum Settlement Amount no later than thirty
19 (30) calendar days after the Effective Date.
20

21 e) Class Counsel shall be solely and legally responsible to pay all
22 applicable taxes on the payment made pursuant to this Paragraph. The
23 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
24 Counsel for the payments made pursuant to this Paragraph.
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1 f) In the event that the Court reduces or does not approve the requested
2 Class Counsel Award, Plaintiff and Class Counsel shall not have the right to
3 modify or revoke the Settlement, or to appeal such order, and the Settlement
4 will remain binding, nor will Plaintiff or Class Counsel seek, request, or
5 demand an increase in the Maximum Settlement Amount.
6

7 5. PAGA Payment. Seventy-five thousand dollars (\$75,000.00) shall be
8 allocated from the Maximum Settlement Amount for settlement and release
9 of claims for civil penalties under the Private Attorneys General Act of
10 2004. The Settlement Administrator shall pay seventy-five percent (75%)
11 of amount, or \$56,250 to the California Labor and Workforce Development
12 Agency (the "PAGA Payment") no later than thirty (30) calendar days after
13 the Effective Date. Twenty-five (25%) of the remaining amount of the
14 \$75,000 payment, or \$18,750, will be part of the Net Settlement Amount
15 and distributed as described in this Agreement. Class Counsel will take all
16 action required by California Labor Code section 2699(l).
17
18

19 6. Settlement Administration Costs. The Settlement Administrator shall be
20 paid for the costs of administration of the Settlement from the Maximum
21 Settlement Amount. The estimate of the Settlement Administration Costs is
22 Twenty-Five Thousand dollars (\$25,000.00). The Settlement Administrator
23 shall be paid the Settlement Administration Costs no later than fifteen (15)
24 calendar days after Defendants provide funds to the Settlement
25 Administrator for disbursement under this Agreement.
26
27

1 N. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
2 accomplish the terms of this Settlement Agreement, including but not limited to, execution
3 of necessary documents and to take such other action as may reasonably be necessary to
4 implement the terms of this Settlement Agreement. As soon as practicable after execution
5 of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
6 Defendants and Defense Counsel, take all necessary steps to secure the Court's
7 Preliminary and Final Approval of this Settlement Agreement. The Parties also agree to
8 cooperate in the Settlement administration process. The Parties each represent they do not
9 have any financial interest in the Settlement Administrator or otherwise have a relationship
10 with the Settlement Administrator that could create a conflict of interest. Class Counsel
11 will also notify Defense Counsel if subpoenaed or upon receipt of any other request for
12 documents or information regarding any other action filed or potential action against the
13 Released Parties that covers or includes any Settlement Members and the Released Claims.
14

15
16
17 O. Preliminary Approval Hearing. Plaintiffs shall obtain a hearing before the Court to
18 request the preliminary approval of the Settlement, and the entry of a Preliminary Approval
19 Order for: (i) conditional certification of the Class under California Code of Civil
20 Procedure Section 382 for settlement purposes only, (ii) preliminary approval of the
21 proposed Agreement, and (iii) setting a date for a Final Approval/Settlement Fairness
22 Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to
23 all Class Members as specified herein. In conjunction with the Preliminary Approval
24 Hearing, Plaintiff shall submit this Agreement, which sets forth the terms of this
25 settlement, and will include the proposed Notice Packet, which shall include the proposed
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1 Notice of Class Action Settlement. Plaintiffs shall provide a courtesy draft of all papers
2 filed in support of preliminary approval to Defense Counsel at least seven (7) business
3 days before filing the documents.
4

5 P. Final Approval Motion. Not later than sixteen (16) court days before the Final
6 Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the
7 Settlement, the PAGA Payment, and payment of the Settlement Administration Costs.
8 Plaintiffs shall provide a courtesy draft of these papers to Defense Counsel at least seven
9 (7) business days before filing the documents.
10

11 1. Declaration by Settlement Administrator. The Settlement Administrator
12 shall submit a declaration in support of Plaintiffs' motion for final approval
13 of this Settlement detailing the number of Notice Packets mailed and re-
14 mailed to Class Members, the number of undeliverable Notice Packets, the
15 number of timely requests for exclusion, the number of Notices of
16 Objections received, the amount of the average Individual Settlement
17 Payment, the Settlement Administration Costs, and any other information as
18 the Parties mutually agree or the Court orders the Settlement Administrator
19 to provide.
20

21
22 2. Final Approval Order and Judgment. The Parties shall present an Order
23 Granting Final Approval of Class Action Settlement to the Court for its
24 approval, and Judgment thereon consistent with the terms and conditions of
25 this Agreement.
26
27
28

1 Q. Option to Revoke Settlement. Defendants have the unilateral right to revoke the
2 Settlement as follows:

- 3
- 4 1. If, after the Response Deadline, the number of Class Members who
5 submitted timely and valid written requests for exclusion from the
6 Settlement equals at least 5% of all Class Members, Defendants shall have,
7 in their sole discretion, the option to terminate this Settlement. If
8 Defendants exercise the option to terminate this Settlement, Defendants
9 shall: (a) provide written notice to Class Counsel within fourteen (14)
10 calendar days after the Response Deadline and (b) pay all Settlement
11 Administration Costs incurred up to the date or as a result of the
12 termination; and the Parties shall proceed in all respects as if this
13 Agreement had not been executed.
14
- 15
- 16 2. In the event that Plaintiff McDowell invokes his right to revoke a waiver of
17 claims under the ADEA, Defendants shall have, in their sole discretion, the
18 option to terminate this Settlement. If Defendants exercise their option to
19 terminate this Settlement, Defendants shall: (a) provide written notice to
20 Class Counsel within fourteen (14) calendar days after the Response
21 Deadline and (b) pay all Settlement Administration Costs incurred up to the
22 date or as a result of the termination; and the Parties shall proceed in all
23 respects as if this Agreement had not been executed.
24
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26 R. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
27 an opportunity for Counsel for Defendants to review the Motions for Preliminary
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1 and Final Approval prior to filing with the Court. The Parties and their counsel will
2 cooperate with each other and use their best efforts to effect the Court's approval of
3 the Motions for Preliminary and Final Approval of the Settlement, and entry of
4 Judgment.

5
6 S. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
7 except such proceedings necessary to implement and complete the Settlement,
8 pending the Final Approval/Settlement Fairness Hearing to be conducted by the
9 Court.

10
11 T. Nullification of Settlement Agreement. In the event: (i) the Court does not grant
12 preliminary approval; (ii) the Court does not grant final approval; (iii) the Court
13 does not enter a final judgment as provided herein; or (iv) the Settlement does not
14 become final for any other reason, this Agreement shall be null and void and any
15 order or judgment entered by the Court in furtherance of this Settlement shall be
16 treated as void from the beginning. In such a case, the Parties and any funds to be
17 awarded under this Settlement shall be returned to their respective statuses as of the
18 date and time immediately prior to the execution of this Agreement, and the Parties
19 shall proceed in all respects as if this Agreement had not been executed, except that
20 any costs already incurred by the Settlement Administrator shall be paid by equal
21 apportionment among the Parties. In the event an appeal is filed from the Court's
22 final judgment, or any other appellate review is sought, administration of the
23 Settlement shall be stayed pending final resolution of the appeal or other appellate
24 review, but any fees incurred by the Settlement Administrator prior to it being
25
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1 notified of the filing of an appeal from the Court's Final Judgment, or any other
2 appellate review, shall be paid to the Settlement Administrator within thirty (30)
3 days of said notification.
4

5 U. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement
6 Members pursuant to this Agreement shall be deemed not to be pensionable
7 earnings and shall not have any effect on the eligibility for, or calculation of, any of
8 the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the
9 Plaintiffs or Settlement Members.
10

11 V. Exhibits and Headings. The terms of this Agreement include the terms set forth in
12 the attached Exhibit 1, which is incorporated by this reference as though fully set
13 forth herein. The exhibit to this Agreement is an integral part of the Settlement.
14 The descriptive headings of any paragraphs or sections of this Agreement are
15 inserted for convenience of reference only and do not constitute a part of this
16 Agreement.
17
18

19 W. Amendment or Modification. This Agreement may be amended or modified only by
20 a written instrument: (1) signed by counsel for all Parties or their successors-in-
21 interest; (2) signed by the Parties or their successors-in-interest; and (3) as may be
22 approved by the Court.
23

24 X. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
25 Agreement among these Parties, and no oral or written representations, warranties or
26 inducements have been made to any Party concerning this Agreement or its Exhibits
27
28

1 other than the representations, warranties and covenants contained and
2 memorialized in the Agreement and its Exhibits.

3
4 Y. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
5 and represent they are expressly authorized by the Parties whom they represent to
6 negotiate this Agreement and to take all appropriate actions required or permitted to
7 be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
8 execute any other documents required to effectuate the terms of this Agreement.
9 The person signing this Agreement on behalf of Defendants represents and warrants
10 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiffs
11 represent that they are authorized to sign this Agreement and that they have not
12 assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of
13 action or any rights herein released and discharged or covered by this Settlement to
14 any third-party.
15

16
17 Z. Binding on Successors and Assigns. The provisions of this Settlement Agreement
18 shall run in perpetuity. This Agreement shall be binding upon, and inure to the
19 benefit of, the successors or assigns of the Parties hereto, as previously defined.
20

21 AA. California Law Governs. All terms of this Agreement and the Exhibits hereto and
22 any disputes arising hereunder shall be governed by and interpreted according to the
23 laws of the State of California.
24

25 BB. Counterparts. This Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them shall be deemed to be one and the same
27

1 instrument provided that counsel for the Parties to this Agreement shall exchange
2 among themselves copies or originals of the signed counterparts.

3
4 CC. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
5 Settlement is a fair, adequate and reasonable settlement of this Action and have
6 arrived at this Settlement after informal discovery was conducted and after extensive
7 arm's-length negotiations, taking into account all relevant factors, present and
8 potential. The Parties further agree that this Settlement Agreement shall not be
9 construed in favor of or against any party by reason of the extent to which any party
10 or his or its counsel participated in the drafting of this Settlement Agreement.

11
12 DD. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
13 with respect to the interpretation, implementation and enforcement of the terms of
14 this Agreement and all orders and judgments entered in connection therewith, and
15 the Parties and their counsel hereto submit to the jurisdiction of the Court for
16 purposes of interpreting, implementing and enforcing the settlement embodied in
17 this Agreement and all orders and judgments entered in connection therewith.

18
19
20 EE. Invalidity of Any Provision. Before declaring any provision of this Agreement
21 invalid, the Court shall first attempt to construe the provisions valid to the fullest
22 extent possible consistent with applicable precedents so as to define all provisions of
23 this Agreement valid and enforceable.

24
25 FF. Publicity. Plaintiffs and Class Counsel agree not to disclose or publicize the
26 Settlement amount, its terms or contents, and the negotiations underlying the
27

1 Settlement, in any manner or form, directly or indirectly, to any person or entity,
2 except potential class members and as shall be contractually required to effectuate
3 the terms of the Settlement as set forth herein. Plaintiffs agree not to issue press
4 releases, communicate with or respond to any media or publication entities, publish
5 information in manner or form, whether printed or electronic, on any medium, or
6 otherwise communicate, whether by print, video, website, recording or any other
7 medium, with any person or entity concerning the Settlement, including the fact of
8 the Settlement, its terms or contents and the negotiations underlying the Settlement,
9 except as shall be contractually required to effectuate the terms of the Settlement as
10 set forth herein. However, for the limited purpose of allowing Class Counsel to
11 prove adequacy as class counsel in other actions, Class Counsel may disclose the
12 name of the Parties in this action, the venue/case number of this action, the fact that
13 the matter involved wage and hour and PAGA issues, the number of class members,
14 and the fact this action settled on a class-wide basis (but not any other settlement
15 details) for such purposes.
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18

19 GG. No Unalleged Claims. Plaintiffs and Class Counsel represent that they, as of the
20 date of execution of this Settlement, have no current intention of pursuing any
21 claims against Defendants in any judicial, administrative, or arbitral forum,
22 including, but not limited to, any and all claims relating to or arising from Plaintiffs'
23 employment with Defendants, and that Plaintiffs' Counsel is not currently aware of
24 any facts or legal theories upon which any claims or causes of action could be
25 brought against Defendants, excepting those facts or legal theories alleged in the
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operative complaint in this Action. Plaintiffs and Plaintiffs' Counsel further represent and agree that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

HH. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's final approval of the Settlement, unless the Court modifies the Settlement.

II. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

///

1 JJ. Notice of Settlement to LWDA. Plaintiffs hereby represent that by April 6, 2022,
2 Plaintiffs will provide notice of this Agreement and proposed settlement to the
3 Labor Workforce Development Agency ("LWDA") as required by Labor Code
4 Section 2699(1)(2).
5

6 The Parties indicate by signing below their approval of the form of this Settlement
7 Agreement (and exhibits thereto).
8

9 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement is
10 executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.
11

12 ///

13 ///

14 ///

15 **IT IS SO AGREED:**

16
17 Dated: April 1, 2022

PENSKE TRUCK LEASING CO., L.P.

18 

19 Name: Christina Fletcher
20 Title VP + Assistant General Counsel
21 On Behalf of Defendant

22 Dated: April 1, 2022

PENSKE LOGISTICS LLC

23 

24 Name: Christina Fletcher
25 Title VP + Assistant General Counsel
26 On Behalf of Defendant
27
28

1 Dated: 3/31/22, 2022

ERIC D. MCDOWELL


Eric D. McDowell, Plaintiff

6 Dated: _____, 2022

AARON L. STUBBS

Aaron L. Stubbs, Plaintiff

11 Dated: _____, 2022

LEON C. WILLIS

Leon C. Willis, Plaintiff

15 **APPROVED AS TO FORM:**

17 Dated: _____, 2022

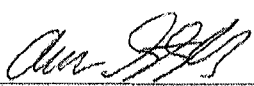
SKAPIK LAW GROUP

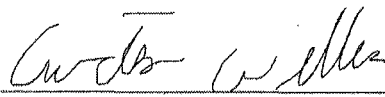
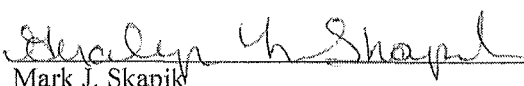
Mark J. Skapik
Geraldyn L. Skapik
Counsel for Plaintiffs and Proposed Class Counsel

23 Dated: _____, 2022

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

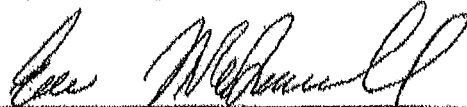
Evan Moses
Counsel for Defendants

1 Dated: _____, 2022 ERIC D. MCDOWELL
2
3
4 Eric D. McDowell, Plaintiff
5
6 Dated: 3-31-22, 2022 AARON L. STUBBS
7
8 
9 Aaron L. Stubbs, Plaintiff
10
11 Dated: _____, 2022 LEON C. WILLIS
12
13
14 Leon C. Willis, Plaintiff
15 **APPROVED AS TO FORM:**
16
17 Dated: _____, 2022 SKAPIK LAW GROUP
18
19
20 Mark J. Skapik
21 Geralyn L. Skapik
22 Counsel for Plaintiffs and Proposed Class Counsel
23
24 Dated: _____, 2022 OGLETREE, DEAKINS, NASH, SMOAK
25 & STEWART, P.C.
26
27 Evan Moses
28 Counsel for Defendants

1 Dated: _____, 2022 ERIC D. MCDOWELL
2
3
4 Eric D. McDowell, Plaintiff
5
6 Dated: _____, 2022 AARON L. STUBBS
7
8
9 Aaron L. Stubbs, Plaintiff
10
11 Dated: March 31, 2022 LEON C. WILLIS
12
13 
14 Leon C. Willis, Plaintiff
15 **APPROVED AS TO FORM:**
16
17 Dated: March 31, 2022 SKAPIK LAW GROUP
18
19 
20 Mark J. Skapik
21 Geralyn L. Skapik
22 Counsel for Plaintiffs and Proposed Class Counsel
23
24 Dated: _____, 2022 OGLETREE, DEAKINS, NASH, SMOAK
25 & STEWART, P.C.
26
27 Evan Moses
28 Counsel for Defendants

1 Dated: 3/31/22, 2022

ERIC D. MCDOWELL


Eric D. McDowell, Plaintiff

6 Dated: _____, 2022

AARON L. STUBBS

Aaron L. Stubbs, Plaintiff

11 Dated: _____, 2022

LEON C. WILLIS

Leon C. Willis, Plaintiff

15 **APPROVED AS TO FORM:**

17 Dated: _____, 2022

SKAPIK LAW GROUP

Mark J. Skapik
Geraldyn L. Skapik
Counsel for Plaintiffs and Proposed Class Counsel

23 Dated: April 1, 2022

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.


Evan Moses
Counsel for Defendants

EXHIBIT 1

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***McDowell, et al. v. Penske Truck Leasing Co., L.P., Penske Logistics LLC, Superior Court of
the State of California, County of San Bernardino, Case No. CIVDS2012273***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<< ___ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, however if you are an Aggrieved Employee who requests exclusion, you will still receive a small amount as your share of the PAGA Payment described below. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned lawsuit pending in the Superior Court of the State of California, in and for the County of San Bernardino (the "Court") has been reached between Plaintiffs Eric D. McDowell, Aaron L. Stubbs, Leon C. Willis, Angel Zamora, Gabriel Loaiza, Jorge Guillen, Ladell Taylor, Mark Luna, and Phil Poston (collectively, "Plaintiffs") and Defendants Penske Truck Leasing Co., L.P. and Penske Logistics LLC (collectively "Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees of Defendant Penske Logistics LLC and/or Defendant Penske Truck Leasing Co., L.P. employed at any time during the Class Period.

The Class Period is from January 31, 2016 through April 6, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On May 29, 2020, plaintiffs Eric D. McDowell, Aaron L. Stubbs and Leon C. Willis filed a Complaint in the Superior Court of the State of California, County of San Bernardino, Case Number CIVDS2012273, asserting claims against Defendant Penske Truck Leasing Co., L.P., for alleged violations of the California Labor Code and the Business and Professions Code, including failure to reimburse for necessary business expenses, failure to pay minimum wage, and unfair business practices, along with claims for interest, attorneys' fees and costs. On September 10, 2021, plaintiffs Eric D. McDowell, Aaron L. Stubbs and Leon C. Willis filed a First Amended Complaint against Defendants, for alleged violations of the California Labor Code and the Business and Professions Code, including failure to reimburse for necessary business expenses, unfair business practices, failure to pay minimum wage, failure to pay overtime, failure to provide proper meal and rest periods, failure to maintain accurate required records and to provide complete, accurate, or properly formatted wage statements, failure to timely pay final wages and to pay all wages owed upon separation, and civil penalties under PAGA, along with claims for restitution under California Business & Professions Code sections 17200, *et seq.*, and claims for interest, attorneys' fees and costs. This lawsuit is referred to as the "Action".

Additional related lawsuits were filed against Defendants which alleged similar wage and hour claims. These Related Actions are: (1) *Angel Zamora, et al. v. Penske Truck Leasing Co, L.P.*, Case No. 2:20-cv-02503 ODW(MRWx), pending in United States District Court, Central District of California; (2) *Angel Zamora, et al. v. Penske Truck Leasing Co, L.P.*, Case No. 20STCV46359, pending in the Superior Court of the State of California, County of Los Angeles; (3) *Ladell Taylor, et al. v. Penske Logistics LLC*, Case No. 5:20-cv-02623-ODW (MRWx), pending in the United States District Court, Central District of California; (4) *Ladell Taylor, et al v. Penske Logistics LLC*, Case No. CIVSB2029173, pending in the Superior Court of the State of California, County of San Bernardino; (5) *Mark Luna v. Penske Logistics LLC*, Case No. 2:21-cv-00081-TLN-JDP, pending in the United States District Court, Eastern District of California; (6) *Mark Luna v. Penske Logistics LLC*, Case No. 34-2021-00292756, pending in the Superior Court of the State of California, County of Sacramento; (7) *Phil Poston v. Penske Logistics LLC*, Case No. 2:21-cv-03939, United States District Court, Central District of California; and (8) *Phil Poston v. Penske Logistics, LLC*, Case No. 21CMCV00142, pending in the Superior Court of the State of California, County of Los Angeles (collectively, the "Related Actions").

As part of this Settlement, the Plaintiffs and the Defendants have filed a Second Amended Complaint in the Action which consolidated the Related Actions and all of the Plaintiffs in the Related Actions into the Action for settlement purposes.

Defendants deny and dispute all claims asserted by the Plaintiffs. Specifically, Defendants contend that Plaintiffs and the Class Members were properly compensated for wages under California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any required expense reimbursement; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action at trial.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of the Skapik Law Group, Blumenthal Nordrehaug Bhowmik De Blouw LLP, GrahamHollis, APC, and Lawyer for Justice, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Settlement Fund. Defendants have agreed to pay two settlements in the combined “all in” amount of Two Million Four Hundred Fifty-Five Thousand Dollars (\$2,455,000) (the “Settlement Fund”) to fund the settlement of this Action. The Settlement Fund includes all payments of Individual Settlement Payments to Class Members contemplated by the Settlement, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Settlement for civil penalties. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendants.

Within forty-six (46) days of the Judgment becoming Final, the Settlement Administrator will mail checks for the Individual Settlement Payments to Participating Class Members. “Final” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is affirmed and is no longer subject to appeal.

Amounts to be Paid From the Settlement Fund. The Settlement provides for certain payments to be made from the Settlement Fund as follows, which will be subject to final Court approval, and which will be deducted from the Settlement Fund before Individual Settlement Payments are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$30,000, for expenses, including, without limitation, expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Skapik Law Group of reasonable attorneys’ fees not to exceed \$333,333.00 and the additional amount to reimburse actual litigation costs incurred not to exceed \$12,000.00. In addition, Blumenthal Nordrehaug Bhowmik De Blouw LLP (BNBD), GrahamHollis, APC (GH), and Lawyer for Justice, PC. (LFJ) will seek the payment of attorneys’ fees not to exceed \$485,000.00 collectively to be split 45% to BNBD; 45% to GH; and, 10% to LFJ, and the additional amount to reimburse actual litigation costs incurred not to exceed \$70,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to each of the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. Altogether, the Plaintiffs are applying for a combined total of \$90,000.00 in Class Representative Service Payments.

- PAGA Settlement. There are two proposed payments relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”). The first PAGA Payment is for \$75,000 to be allocated \$56,250 to the California Labor and Workforce Development Agency (“LWDA”) and \$18,750 will be part of the Net Settlement Amount and distributed to the Class. The second PAGA Payment is \$30,000 to be allocated \$22,500 to the LWDA and \$7,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the applicable period. “Aggrieved Employees” means (i) all individuals who were employed by Penske Logistics LLC in California as non-exempt employees at any time during the period October 28, 2019 to April 6, 2022 (the “PL Aggrieved Employees”), and (ii) all individuals who were employed by Penske Truck Leasing Co., L.P. in California as non-exempt employees at any time during the period September 25, 2018 to April 6, 2022 (the “PTL Aggrieved Employees”). The PAGA Payment shall be allocated to all Aggrieved Employees regardless of whether they request exclusion. One hundred percent (100%) of each Aggrieved Employee’s share of the PAGA Payment is in settlement of claims for civil penalties allegedly due which shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

Calculation of Payments to Class Members. After all of the payments of the court-approved attorneys’ fees and costs, the Class Representative Service Payments, the PAGA Settlement, and the Settlement Administration Expenses are deducted from the Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed to Settlement Members as Individual Settlement Payments. The combined Net Settlement Amount is estimated to be at least \$1,329,700.00, based upon the above proposed deductions. Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Settlement Member. The Individual Settlement Payment for each Settlement Member will be calculated as follows: the Settlement Administrator will calculate the total Qualified Workweeks for all Settlement Members. “Qualified Workweeks” are the total number of weeks in which the Class Members actually worked within the Class Period. The respective Qualified Workweeks for each Settlement Member will be divided by the total Qualified Workweeks for all Class Members, resulting in the Payment Ratio for each Settlement Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member’s estimated Individual Settlement Payment. Workweeks shall be based upon Defendants’ payroll records, but Class Members will have the right to challenge the number of workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Participating Class Member’s Individual Settlement Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Settlement Member’s Individual Settlement Payment is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Settlement Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained

in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon the Effective Date, Defendants will receive a release of all facts and legal theories that were or reasonably could have been alleged based upon the Second Amended Complaint, or if not consolidated, the operative complaints in any/all of the Actions for their respective periods, including: (i) failure to pay wages due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to pay wages timely during employment; (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to provide one day's rest in seven/causing employees to work more than six days in seven; (x) unfair business practices; (xi) civil penalties under the PAGA based on the facts and legal theories alleged in the Second Amended Complaint; (xii) any other claims or statutory penalties under the wage and hour laws pleaded in the Actions; and (xiii) all damages, statutory penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the operative complaints in the Actions for their respective periods, the applicable Wage Orders as to the facts alleged in the operative complaints in the Actions for their respective periods, and the California Unfair Competition Law as to the facts alleged in the operative complaints in the Actions for their respective periods ("Released Class Claims"). Claims for wrongful termination are excluded from the Released Claims, except with respect to the Plaintiffs. Claims for vested benefits, unemployment insurance, disability, social security, and workers' compensation, are expressly excluded from the Released Class Claims. The Released Class Claims are released against all Released Parties. The period of the Release shall extend to the limits of the Class Period.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 et. seq., based on the facts and legal theories alleged in the Second Amended Complaint, or if not consolidated, the operative complaints in any/all of the Actions which occurred during the respective PAGA Period ("Released PAGA Claims"), which include the following alleged violations: (i) failure to pay wages due (including minimum wages, straight wages, overtime/premium/double-time wages, rounding, off-the-clock, pre- and post-liminary work, or miscalculation of the regular rate); (ii) failure to provide proper meal periods and/or proper

premium payments in lieu of meals; (iii) failure to provide proper rest breaks and/or proper premium payments in lieu of rest breaks; (iv) failure to provide accurate wage statements; (v) failure to reimburse for business expenses; (vi) failure to pay wages timely during employment; (vii) failure to pay wages timely at or after termination; (viii) failure to maintain necessary or accurate payroll records and work schedules; (ix) failure to provide one day's rest in seven/causing employees to work more than six days in seven; (x) retaliation against employees who make good faith complaints about unpaid wages; (xi) any other claims for civil penalties premised on the wage and hour laws pleaded in the operative complaints in the Actions. Claims for vested benefits, unemployment insurance, disability, social security, and workers' compensation, are expressly excluded from the Released Claims. The Released PAGA Claims are released against all Released Parties. The res judicata effect of the Judgment will be the same.

The Released PAGA Claims are released against all Released Parties. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendants' records reflect that you have << _____ >> Qualified Workweeks worked for Defendants as Class Member during the Class Period. The Class Period is January 31, 2016 through April 6, 2022.

Based on this information, your estimated Individual Settlement Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [Response Deadline].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris, Inc., (888) 369-3780, option 2.

The Court will hold a Final Approval Hearing on _____, at _____ in Department S26 of the San Bernardino County Superior Court to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Settlement and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [Response Deadline]. The request to opt-out must be received by the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in the *McDowell v. Penske* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the settlement of this Action." The request to opt-out must also include the Class Member's full name, address, telephone number, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *McDowell v. Penske*, Case No. CIVDS2012273. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is P.O. Box 26170, Santa Ana, CA 92799. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, costs and/or the service awards, either in writing or in person. Objections that are in writing must state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendants, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *McDowell v. Penske*, in the Superior Court of the State of California, County of San Bernardino, Case No. CIVDS2012273.

All written objections must be mailed to the Settlement Administrator at P.O. Box 26170 Santa Ana, CA 92799 no later than _____ [Response Deadline]. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through their own counsel.

Class Members who file a written objection may appear remotely at the Final Approval Hearing on _____ at _____ in Department S26 of the San Bernardino County Superior Court to make an oral objection. Currently, only remote appearances at the hearing are allowed. To appear at the hearing, contact Court Call (888-882-6878 or www.courtcall.com) to schedule a remote appearance. You may contact Class Counsel if you need assistance to appear at the hearing or have questions.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the San Bernardino County Superior Court located at 247 W. 3rd St. San Bernardino, CA 92415, in Department S26 before Judge David Cohn. At this hearing the Court will consider whether the

Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see the most current information about the hearing at the Court's website at <https://www.sb-court.org/>.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (888) 369-3780, option 2, or write to *McDowell v. Penske* Settlement Administrator, c/o Simpluris, P.O. Box 26170, Santa Ana, CA 9279. You may also contact Class Counsel. The contact information for Class Counsel is as follows:

Class Counsel:

Mark J. Skapik, Esq.
Geraldyn L. Skapik, Esq.
Blair J. Berkley, Esq.
SKAPIK LAW GROUP
5861 Pine Avenue, Suite A-1
Chino Hills, CA 91709
Telephone: (909) 398-4404
Facsimile: (909) 398-1883
Email: gskapik@skapiklaw.com
Edwin Aiwanian
Lawyers for Justice, PC
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Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
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La Jolla, CA 92037
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Hali M. Anderson
Monique R. Rodriguez
GrahamHollis APC
3555 Fifth Avenue, Suite 200
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Tel.: (619) 692-0800
Fax : (619) 692-0822
E-Mail : handerson@grahamhollis.com
mrodriguez@grahamhollis.com

Counsel for the Defendants is:

Evan R. Moses
Ogletree, Deakins, Nash, Smoak & Stewart P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by contacting Class Counsel or the Settlement Administrator, or by examining the Court's file on the Open Access website for the California Superior Court for the County of San Bernardino (<http://openaccess.sb-court.org/OpenAccess/>) and entering the Case No. CIVDS2012273.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT #3

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

AUGUST 4, 2022

ANGEL ZAMORA

RE: PENSKE LOGISTICS
FILE NUMBER: CA1823.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/01/19	ND	REVIEW AND ANALYZE INTAKE NOTES FROM CLIENTS. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. ANALYZE DEFENDANT'S BUSINESS OPERATIONS AND POTENTIAL CLASS SIZE.	3.00	695	2,085.00
03/04/19	ND	REVIEW AND ANALYZE EMPLOYMENT FILE OF PLAINTIFF ZAMORA. CONFERENCE WITH CLIENT TO DISCUSS. LEGAL RESEARCH REGARDING DOUBLE MINIMUM WAGE AND TOOL REIMBURSEMENT.	4.20	695	2,919.00
03/11/19	JHOM	SPEAK WITH REPS	0.50	295	147.50
03/26/19	ND	REVIEW AND ANALYZE EMPLOYMENT FILE OF PLAINTIFF LOAIZA. CONFERENCE TO DISCUSS CLAIMS. ANALYZE PAY STUBS FOR 2269A) VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME.	3.10	695	2,154.50
04/05/19	ND	CONFERENCE WITH CLIENT GUILLEN. REVIEW AND ANALYZE EMAILS AND DOCUMENTS AND EMPLOYMENT FILE. LEGAL RESEARCH REGARDING ALVARADO V. DART.	2.70	695	1,876.50
09/21/19	ND	REVIEW AND ANALYZE EMPLOYMENT FILE. LEGAL RESEARCH REGARDING DOUBLE MINIMUM WAGE WHEN TOOLS ARE NOT SUPPLIED.	4.50	695	3,127.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/22/19	ND	DRAFT ORIGINAL COMPALINT. REVIEW AND ANALYZE CLAIMS.	4.50	695	3,127.50
09/23/19	NBB	REVIEW COMPLAINT AND ANALYZE FINAL	2.50	795	1,987.50
09/23/19	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND REVISE REST BREAK ALLEGATIONS. CALLS WITH THREE PLAINTIFFS.	4.50	695	3,127.50
09/24/19	JHOM	DRAFT PAGA NOTICE AND LWDA FEE LETTER	0.80	295	236.00
09/24/19	ND	REVIEW AND REVISE PAGA NOTICE. REVIEW AND ANALYZE DOCUMENTS - SERACH PAGA WEBSITE FOR PENDING LITIGATION.	1.80	695	1,251.00
09/25/19	ND	ANALYSIS OF CASE DAMAGES. DRAFT CLIENT NOTES MEMO. REVIEW COMPLAINT AND EMPLOYMENT FILE.	2.00	695	1,390.00
12/04/19	ND	REVIEW AND ANALYZE DEFENDANT'S 24 PAGE LETTER DETAILING RESPONSES TO ALL CLAIMS ALLGED IN PAGA NOTICE AND PROPOSED COMPLAINT. CALLS WITH THREE PLAINTIFFS TO DISCUSS.	3.20	695	2,224.00
12/10/19	ND	REVIEW DOCUMENTS AND COMPLAINT IN PREPARATION FOR CONFERENCE CALL WITH DEFENDANT'S ATTORNEYS. ATTEND CONFERENCE CALL WITH DEFENDANT'S ATTORNEYS. CALLS WITH THREE PLAINTIFFS TO DISCUSS.	1.80	695	1,251.00
01/22/20	JH	REVIEW AND ANALYZE CASE DOCS; UPDATE CASE NOTES ACCORDINGLY	2.50	550	1,375.00
01/29/20	RE	REVIEW DAMAGA ANALYSIS/CASE NOTES	0.50	475	237.50
01/29/20	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	475	1,187.50
01/30/20	RE	REVIEW & EDIT COMPLAINT FOR FINAL	2.75	475	1,306.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/30/20	RE	PREPARE SUMMONS, CIVIL CASE COVER SHET AND STATEMENT OF LOCATION/ADDENDUM	0.75	475	356.25
01/31/20	RE	REVIEW & FINALIZE COMPLAINT PACKAGE; FILE	0.60	475	285.00
02/03/20	JHOM	DRAFT PAGA NOTICE AND LWDA FEE LETTER	0.75	295	221.25
02/03/20	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.60	475	285.00
02/04/20	JHOM	FILE PAGA NOTICE	0.40	295	118.00
02/10/20	JHOM	DRAFT AMENDED PAGA NOTICE	0.50	295	147.50
02/10/20	JHOM	FILE AMENDED PAGA NOTICE	0.40	295	118.00
03/05/20	JH	DISCUSS MATTER WITH ND	0.40	550	220.00
03/18/20	HD	DRAFT NOTICE OF APPEARANCES FOR ATTORNEY BHOWMIK, HERMAN, HOM AND EHMANN.	1.00	250	250.00
03/18/20	JH	REVIEW NOTICE OF REMOVAL; DISCUSS NOTICE OF APPEARANCE WITH HD; DISCUSS REMAND WITH AJB	0.80	550	440.00
03/18/20	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE LR 7-3 CONFERENCE	0.40	550	220.00
03/19/20	RE	CONFER W AJ RE PAGA ONLY COMPLAINT; STRATEGIZE RE REMOVAL	0.50	475	237.50
03/20/20	JH	REVIEW FILE; ANALYZE NOTICE OF REMOVAL AND SUPPORTING DECL; PREPARE FOR MEET AND CONFER CALL	1.50	550	825.00
03/20/20	JH	RESEARCH FOR MOTION TO REMAND	2.40	550	1,320.00
03/20/20	JH	LR 7-3 MEET AND CONFER RE MOTION FOR REMAND	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/23/20	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MOTION FOR REMAND AND MOTION TO DISMISS; DISCUSS INTERNALLY	0.60	550	330.00
03/23/20	JH	ANALYZE ARGUMENTS FOR MOTION TO DISMISS AND MOTION TO REMAND WITH AJB AND JHOM	1.00	550	550.00
03/23/20	NBB	REVIEW MOTION TO DISMISS. ANALYZE LAW AND PLEADING. ADVISE AJ.	3.50	795	2,782.50
03/23/20	JHOM	MEET W/ JH AND AJB TO DISCUSS CASE	0.40	295	118.00
03/24/20	AJB	LEGAL RESEARCH FOR MOTION TO REMAND. ANALYZE CASES. DRAFT AND CIRCULATE ANALYSIS TO STAFF.	2.50	725	1,812.50
03/24/20	JH	RESEARCH FOR AND DRAFT MOTION TO REMAND	4.50	550	2,475.00
03/25/20	JH	FINISH DRAFTING AND REVISE MOTION TO REMAND; SEND TO AJB TO REVIEW AND DISCUSS	3.00	550	1,650.00
03/26/20	JH	DISCUSS MATTER WITH AJB; APPLY REVISIONS; RESERACH RE ARTICLE III STANDING AND CAFA	2.00	550	1,100.00
03/26/20	JH	ATTEND RULE 26F CONFERNECE; DISCUSS WITH AJB	1.00	550	550.00
03/30/20	JH	REVIEW COURT ORDER; SEND TO DEFENSE COUNSEL	0.40	550	220.00
03/31/20	JH	REVIEW, REVISE AND FINALIZE PLAINTIFF'S FIRST SET OF WRITTEN DISCOVERY REQUESTS	1.50	550	825.00
04/01/20	JH	RESERACH RE LOSS OF CAFA SUBJECT MATTER JURISDICTION IN CONNECTION WITH MTD; REVISE MOTION TO REMAND ACCORDINGLY	1.50	550	825.00
04/02/20	JH	FURTHER RESEARCH RE ARTICLE III STANDING AND CONCRETE INJURY; DISCUSS WITH AJB; REVISE MOTION	1.40	550	770.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TO REMAND			
04/02/20	JH	DRAFT REMAND SUPPORTING DECLARATION AND PROPOSED ORDER; PREPARE EXHIBITS	1.00	550	550.00
04/02/20	JH	REVISE AND FINALIZE SUPPORTING DECL; NOTICE OF MOTION;AND PROPOSED ORDER; REVISE TOC/TOA	2.00	550	1,100.00
04/03/20	JH	FINALIZE AND FILE MOTION TO REMAND W SUPPORTING DOCS	1.00	550	550.00
04/06/20	RE	PREPARE & SEND CHAMBERS COPY DELIVERY OF MOTION TO REMAND; REVIEW LOCAL RULES & JUDGE RULES	0.75	475	356.25
04/08/20	JHOM	DRAFT RULE 26(F) REPORT	1.50	295	442.50
04/09/20	JH	REVIEW DEFENDANT'S ADDITIONAL REVISIONS TO RULE 26F REPORT; FURTHER REVISE, FINALIZE, AND FILE	1.00	550	550.00
04/10/20	JH	REVIEW AND REVISE DRAFT PROTECTIVE ORDER; SEND TO DEFENSE COUNSEL	1.00	550	550.00
04/20/20	JH	RESEARCH AND BEGIN DRAFTING MOTION TO DISMISS OPPOSITION	3.00	550	1,650.00
04/21/20	JH	CONTINUE RESEARCHING FOR AND DRAFTING MOTION TO DISMISS OPPOSITON	4.50	550	2,475.00
04/22/20	JH	CONTINUE RESEARCHING AND FINISH FIRST DRAFT OF MOTIN TO DISMISS OPPOSITION	4.00	550	2,200.00
04/23/20	JH	REVISE MOTION TO DISMISS OPPOSITION; DISCUSS WITH AJB	1.40	550	770.00
04/24/20	JH	REVIEW AND REVISE TABLE OF CONTENTS AND TABLE OF AUTHORITIES; PROOF OPPOSITION	0.80	550	440.00
04/27/20	JH	FINALIZE, FILE AND SERVE MOTION TO DISMISS OPPOSITION	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/27/20	RE	REVIEW LOCAL RULES & JUDGE CHAMBERS RULES RE OPPOSITION TO MOTION TO DISMISS; ORDER DELIVERY OF CHAMBERS COPIES PER RULES VIA KNOX	0.75	475	356.25
04/28/20	JH	REVIEW/ANALYZE MOTION FOR REMAND OPPOSITION; RESEARCH AND BEGIN DRAFTING REPLY	3.00	550	1,650.00
04/29/20	JH	CONTINUE RESEARCHING FOR AND FINISH COMPLETE DRAFT OF MOTION TO REMAND REPLY	3.00	550	1,650.00
04/29/20	JH	DRAFT OBJECTION TO EVIDENCE SUBMITTED BY DEFENDANT	1.00	550	550.00
04/30/20	JH	FINISH AND REVISE OBJECTION TO EVIDENCE; REVIEW AND REVISE TABLE OF CONTENTS AND AUTHORITIES	2.00	550	1,100.00
05/01/20	JH	CONDUCT ADDITIONAL RESEARCH RE EXPERT EVIDENTIARY OBJECTIONS AND BURDENS, AND REVISE OBJECTIONS TO DEFENDANT'S EXPERT DECLARATION	1.50	550	825.00
05/04/20	JH	REVIEW AND ANALYZE DEFENDANT'S DISCOVERY RESPONSES	2.50	550	1,375.00
05/04/20	JH	REVIEW AND ANALYZE DEFENDANT'S MOTION TO DISMISS REPLY.	1.50	550	825.00
05/08/20	JH	REVIEW AND REVISE MEET AND CONFER LETTER RE DISCOVERY; DISCUSS WITH JHOM	0.70	550	385.00
05/11/20	JH	REVIEW AND ANALYZE DEFENDANT'S RESERVATION OF RIGHTS RE: PLAINTIFF'S EVIDENTIARY OBJECTIONS	0.50	550	275.00
05/12/20	JH	REVIEW ORDER FROM COURT VACATING HEARING; CIRCULATE AND ADVISE TEAM	0.40	550	220.00
05/13/20	JH	DISCUSS MEET AND CONFER EFFORTS WITH JHOM	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/18/20	JH	PREPARE FOR AND ATTEND LOCAL RULE 37-1 MEET AND CONFER WITH DEFENSE COUNSEL	1.30	550	715.00
05/19/20	JH	RESERACH AUTHORITY REGARDING FEDERAL DISCOVERY SCOPE, BURDENS, AND DUTIES; REVISE CORRESPONDENCE TO DEFENSE COUNSEL; DISCUSS WITH JHOM	1.00	550	550.00
05/21/20	JH	REVIEW AND REVISE REPLY CORRESPONDENCE TO DEFENSE COUNSEL RE DISCOVERY DISPUTE	0.40	550	220.00
05/22/20	HD	REVIEW CENTRAL DISTRICT'S LOCAL RULE 37-2.1 - DRAFT SHELLS/TEMPLATE FOR NOTICE OF MOTION AND MOTION TO COMPEL FURTHER RESPONSES AND FOR PRODUCTION OF DOCUMENTS FROM DEFENDANT PENSKE TRUCK LEASING CO. L.P.; DECLARATION OF ACKLAND K. HOM IN SUPPORT; JOINT STIPULATION; AND PROPOSED ORDER.	5.00	250	1,250.00
05/28/20	JH	DISCUSS MOTION TO COMPEL WITH JHOM	1.00	550	550.00
05/28/20	JH	DISCUSS CASE STATUS AND UPCOMING INFORMAL DISCOVERY CONFERENCE WITH AJB	0.70	550	385.00
06/01/20	JH	PREPARE AND APPEAR FOR IDC CALL WITH JUDGE WILMER; DISCUSS WITH JHOM	1.50	550	825.00
06/01/20	JH	REVIEW AND REVISE INITIAL DISCLOSURES.	0.50	550	275.00
06/01/20	JH	REVIEW AND ANALYZE DEFENDANT'S INITIAL DISCLOSURES	0.80	550	440.00
06/01/20	JH	REVIEW AND REVISE 30B6 DEPO NOTICE	0.50	550	275.00
06/03/20	JH	REVIEW AND REVISE MOTION TO COMPEL FURTHER RESPONSES AND RESPONSIVE DOCUMENTS	2.20	550	1,210.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/04/20	JH	REVIEW AND ANALYZE DEFENDANT'S MOTION FOR PROTECTIVE ORDER; DISCUSS WITH JHOM	1.00	550	550.00
06/04/20	JH	FURTHER REVISE MOTION TO COMPEL	1.00	550	550.00
06/05/20	JH	FURTHER REVISE MTC, PROPOSED ORDER, JHOM DECL.; AND MOTICE OF MOTION; DISCUSS WITH JHOM	1.20	550	660.00
06/05/20	HD	DRAFT TABLE OF CONTENTS AND TABLE OF AUTHORITIES FOR MOTION TO COMPEL DISCOVERY.	2.00	250	500.00
06/15/20	JH	REVIEW AND REVISE MOTION FOR PROTECTIVE ORDER OPPOSITION	2.40	550	1,320.00
06/16/20	JH	FURTHRE REVISE MOTION FOR PROTECTIVE ORDER OPPOSITION	1.50	550	825.00
06/17/20	JH	ADDITIONAL REVISIONS TO PROTECTIVE ORDER OPPOSITION	0.60	550	330.00
06/18/20	JH	REVIEW AND ANALYZE DEFENDANT'S MOTION TO COMPEL OPPOSITION; DISCUSS REPLY WITH JHOM	1.60	550	880.00
06/22/20	JH	REVIEW AND REVISE MOTION TO COMPEL REPLY BRIEF AND OBJECTIONS OT EVIDENCE; DISCUSS WITH JHOM	2.80	550	1,540.00
06/23/20	JH	FURTHER REVISE MOTION TO COMPEL REPLY AND OBJECTIONS TO EVIDENCE	0.70	550	385.00
06/24/20	JH	FURTHER REVISE AND FINALIZE MOTION TO COMPEL REPLY; DISCUSS WITH JHOM	1.00	550	550.00
06/24/20	JH	REVIEW AND ANALYZE DEFENDANT'S MOTION FOR PROTECTIVE ORDER REPLY	0.90	550	495.00
06/29/20	JH	REVIEW AND ANALYZE DEFENDANT'S LENGTHY MEET AND CONFER LETTER RE PMK DEPOSITION NOTICE; DISCUSS WITH JHOM	1.20	550	660.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/02/20	JH	DISCUSS DEPOSITIONS AND UPCOMING LR37-1 CALL WITH JHOM	0.50	550	275.00
07/17/20	JH	REVIEW AND REVISE AMENDED PMK DEPO NOTICE, AND THE THREE OBJECTION TO DEFENDANT'S NOTICES OF DEPSOITION	0.50	550	275.00
07/21/20	JH	REVIEW AND REVISE MEET AND CONFER LETTE RE DEFENDANT'S SUPPLEMENTAL DISCOVERY RESPONSES	0.50	550	275.00
07/23/20	JH	DISCUSS STATUS OF MATTER AND PENDING MOTIONS WITH JHOM	0.30	550	165.00
08/17/20	JH	REVIEW AND ANALYZE ORDER ON MOTION TO DISMISS AND MOTION TO REMAND; DISCUSS WITH JHOM AND RE	0.60	550	330.00
08/18/20	JH	FURTHER DISCUSS AMENDED COMPLAINT	0.40	550	220.00
08/21/20	JH	REVIEW AND ANALYZE DISCOVERY ORDER; DISCUSS WITH TEAM	0.70	550	385.00
08/26/20	ND	REVIEW AND ANALYZE COURT'S ORDER. REVIEW CASE FILE AND PAY STUBS FOR FACTS AND CLAIMS. START WORKING ON AMENDED COMPLAINT. LEGAL RESEARCH REGARDING 226(A) AND LOS ANGELES COUNTY MINIMUM WAGE ORDINANCE.	3.90	695	2,710.50
08/27/20	RE	REVIEW ORDER RE MOTION TO REMAND RE RULING ON LEAVE TO AMEND COMPLAINT	0.20	475	95.00
08/27/20	RE	REVIEW FAC; PULL EXHIBITS; CONFER W ND; PACKAGE FOR FILING.	1.00	475	475.00
08/27/20	JH	REVIEW DRAFT AMENDED COMPLAINT; DISCUSS WITH ND	0.60	550	330.00
08/27/20	ND	DRAFT AMENDED COMPLAINT. ANALYZE FACTS AND LAW. CALL PLAINTIFFS TO DISCUSS LEGAL	2.90	695	2,015.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		THEORIES.			
08/28/20	RE	DRAFT AND FILE NOTICE OF APPEARANCE.	0.40	475	190.00
08/28/20	RE	FILE FIRST AMENDED COMPLAINT IN CENTRAL DISTRICT.	0.60	475	285.00
08/31/20	JH	DISCUSS DISCOVERY WITH TEAM	0.40	550	220.00
08/31/20	JH	DISCUSS ADDITIONAL DISCOVERY WITH JHOM	0.60	550	330.00
09/01/20	JH	DISCUSS STATUS OF DISCOVERY AND PLEADING AMENDMENT WITH JHOM	0.50	550	275.00
09/02/20	JH	REVIEW FILE; DRAFT LR 37-1 CORRESPONDENCE TO DEFENSE COUNSEL	0.80	550	440.00
09/03/20	JH	CALL WITH DEFENSE COUNSEL RE PLAINTIFF'S FAC	0.70	550	385.00
09/10/20	JH	MEET AND CONFER CALL WITH DEFENSE COUNSEL; ADVISE TEAM	1.50	550	825.00
09/29/20	JH	REVIEW DEFENDANT'S IDC STATEMENT; DRAFT RESPONSE IDC STATEMENT	0.60	550	330.00
09/30/20	JH	PREPARE FOR DISCOVERY CONFERENCE WITH COURT	0.60	550	330.00
10/05/20	JH	CONTINUE RESEARCHING FOR AND DRAFTING OPPOSITION TO MOTION TO DISMISS FAC	3.00	550	1,650.00
10/06/20	JH	FINISH COMPLETE FIRST DRAFT OF MTD FAC OPPOSITION	2.60	550	1,430.00
10/07/20	JH	REVIEW AND REVISE MTD FAC OPPOSITION	1.50	550	825.00
10/08/20	JH	DISCUSS DRAFT OPPO WITH AJB; REVISE ACCORDINGLY	1.20	550	660.00
10/08/20	HD	PREPARE TABLE OF CONTENTS AND TABLE OF AUTHORITIES FOR PLAINTIFF'S MOTION TO DISMISS.	2.00	250	500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/09/20	JH	FURTHER REVISE MTC OPPOSITION	1.00	550	550.00
10/12/20	JH	FINALIZE AND FILE MTD FAC OPPO	0.60	550	330.00
10/21/20	JH	REVIEW AND ANALYZE DEFENDANT'S MTD FAC REPLY	1.40	550	770.00
10/22/20	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE NAMED PLAINTIFFS' DATA	0.40	550	220.00
11/02/20	JH	REVIEW AND REVISE DEPO OBJECTION	0.40	550	220.00
11/02/20	AR	REVIEW DOCKET; CORRESPONDENCE WITH HD REGARDING NOTICE OF APPEARANCE; REVIEW AND FINALIZE NOTICE OF APPEARANCE.	0.50	475	237.50
11/02/20	AR	REVIEW CASE FILE REGARDING AMENDED NOTICE; DRAFT AND SERVE OBJECTIONS TO NOTICE OF DEPOSITION FOR PLAINTIFF ZAMORA.	0.70	475	332.50
11/02/20	AR	TELECONFERENCE WITH JH REGARDING DEPOSITION TIMELINE AND OBJECTIONS.	0.20	475	95.00
11/05/20	AR	REVIEW CORRESPONDENCE FILE REGARDING DEPOSITION TIMELINE; CORRESPONDENCE WITH DEFENSE COUNSEL REGARDING AMENDED DEPOSITION NOTICES.	0.30	475	142.50
11/09/20	RE	CONFER W AJ RE PAGA CLAIM AND FILING SEPARATE PAGA ONLY ACTION; LEGAL RESEACH RE SOL ON PAGA CLAIM; REVIEW BROWN V. RALPHS	1.50	475	712.50
11/09/20	CL	DRAFT OBJECTIONS TO THE AMENDED DEPOSITION NOTICE OF GUILLEN.	0.30	495	148.50
11/09/20	CL	DRAFT OBJECTIONS TO THE AMENDED DEPOSITION NOTICE OF LOAIZA.	0.30	495	148.50
11/20/20	RE	DRAFT PAGA-ONLY COMPLAINT FOR	4.75	475	2,256.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STATE COURT; REVIEW FILE RE ALL AMENDED COMPLAINT IN CLASS ACTION THAT WAS REMOVED TO FEDERAL COURT; COMPARE AND INCORPORATE INTO PAGA ONLY REPRESENTATIVE ACTION COMPLAINT.			
11/20/20	ND	ANALYZE PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R EHMANN.	1.50	695	1,042.50
11/23/20	RE	FINISH DRAFTING PAGA ONLY COMPLAINT DRAFT; FORWARD TO ND FOR REVIEW.	1.00	475	475.00
11/30/20	RE	RESEARCH RE LOCATION OF INCIDENT RE ADDENDUM/STATEMENT OF LOCATION; REDACT EXHIBITS 2 AND 3; REVIEW AND FINALIZE COMPLAINT; PREPARE SUMMONS, CIVIL CASE COVER SHEET, ADDENDUM/STATEMENT OF LOCATION; E-FILE IN L.A. SUP. CT.	1.75	475	831.25
12/04/20	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE CMC AND JUDICIAL ASSIGNMENT.	0.60	475	285.00
12/04/20	RE	UPLOADED COMPLAINT W PAGA CLAIM TO LWDA WEBSITE; SAVE CONFIRMATION	0.40	475	190.00
12/17/20	ND	LEGAL RESEARCH REGARDING FAILURE TO ACCOMODATE AND WRONGFUL TERMINATION. REVIEW AND ANALYZE PLAINTIFF ZAMORA'S FILE. DRAFT AND OBTAIN RIGHT TO SUE LETTER FROM THE DFEH.	3.30	695	2,293.50
12/23/20	JH	REVIEW COURT ORDER/ NOTICE OF CMC	0.40	550	220.00
12/24/20	JH	REVIEW ORDER RE OSC RE RELATED CASES	0.40	550	220.00
01/06/21	JH	DISCUSS OSC RE CONSOLIDATION WITH AJB	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/11/21	JH	REVIEW AND ANALYZE RELATED MATTER IN PREPARATION FOR CALL WITH DEFENSE COUNSEL RE CONSOLIDATION	0.80	550	440.00
01/11/21	JH	CALL WITH DEFENSE COUSNEL RE OSC AND POTENTIAL MEDIATION; DISCUSS WITH AJB	0.50	550	275.00
01/11/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT AND SEND OUT FOR SERVICE VIA KNOX.	0.75	475	356.25
01/12/21	RE	FILE POS OF SUMMONS RE PAGA ONLY ACTION; CALCULATE DISCOVERY DEADLINES; MEMO TO FIRM	0.50	475	237.50
01/14/21	JH	REVIEW DEFENDANT'S OSC STMT; DRAFT PLAINTIFFS'	1.00	550	550.00
01/15/21	JH	REVISE, FINALIZE AND FILE PLAINTIFFS' OSC STMT	0.40	550	220.00
02/01/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MEET AND CONFER	0.40	550	220.00
02/01/21	JH	DISCUSS DISCOVERY WITH HD	0.40	550	220.00
02/04/21	JH	REVIEW MINUTES ORDER RE OSC RE CONSOLIDATION; CIRCULATE	0.40	550	220.00
02/04/21	JH	MEET AND CONFER CALL WITH DEFENSE COUNSEL RE DEMURRER; DISCUSS WITH TEAM	0.70	550	385.00
02/15/21	JH	REVIEW AND ANALYZE DEFENDANT'S DEMURRER TO PAGA ACTION; RESEARCH FOR OPPOSITION	1.50	550	825.00
02/15/21	JH	REVIEW PLAINTIFF'S WRITTEN DISCOVERY REQUESTS	0.50	550	275.00
02/15/21	CL	[PAGA] EMAIL TO E. MOSES RE: CCP 1010.6 AND CONFIRMATION OF E-SERVICE.	0.30	495	148.50
02/15/21	CL	PAGA: REVIEW AND ANALYZE	2.50	495	1,237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EARNING STATEMENTS AND PERSONNEL FILE IN PREPARATION FOR DRAFTING DISCOVERY; DRAFT PLAINTIFF ZAMORA'S REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT.			
02/15/21	CL	PAGA: DRAFT PLAINTIFF LOAIZA'S EMPLOYMENT INTERROGATORIES, SET ONE.	0.30	495	148.50
02/15/21	CL	PAGA: DRAFT PLAINTIFF GUILLEN'S EMPLOYMENT INTERROGATORIES, SET ONE.	0.30	495	148.50
02/15/21	CL	PAGA: DRAFT STIPULATION AND PROTECTIVE ORDER; DRAFT BELAIRE-WEST NOTICE; EMAIL TO COUNSEL RE: SAME.	1.30	495	643.50
02/27/21	CL	EMAIL TO/FROM P. MASLO RE: E-SERVICE AGREEMENT AND SERVICE OF DISCOVERY.	0.20	495	99.00
03/03/21	JH	REVIEW/ANALYZE ORDER ON MOTION TO DISMISS; DISCUSS PLEADING AMENDMENT WITH TEAM	1.20	550	660.00
03/12/21	JH	DISCUSS AMENDED COMPLAINT WITH RE AND ND	0.50	550	275.00
03/15/21	JH	DISCUSS AMENDED COMPLAINT WITH NBB	0.50	550	275.00
03/16/21	CL	[PAGA] EMAIL TO E. MOSES RE: REQUEST TO MEET AND CONFER RE: RULE 3.724.	0.30	495	148.50
03/16/21	CL	[CLASS] REVIEW AND ANALYZE GUILLEN, LOAIZA AND ZAMORA CLIENT DOCUMENTS, BATES STATEMENT AND REVIEW WAGE STATEMENTS IN PREPARATION FOR CASE MANAGEMENT STATEMNT.	1.20	495	594.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/17/21	JH	DISCUSS MATTER WITH CL	0.40	550	220.00
03/17/21	CL	[PAGA] DRAFT CASE MANAGEMENT STATEMENT; REVIEW AND ANALYZE MEET AND CONFER EFFORTS AND DRAFT DISCOVERY.	1.10	495	544.50
03/17/21	CL	[PAGA] EMAIL FROM N. HICKS RE: REQUESTING MEET AND CONFER RE: CASE MANAGEMENT STATEMENT.	0.20	495	99.00
03/19/21	RE	CONFER W ND RE DRAFTING OF AMENDED COMPLAINT	0.50	475	237.50
03/21/21	RE	REVIEW & ANALYZE ORDER GRANTING MOTION TO STRIKE AND/OR DISMISS CLASS CLAIMS FROM FAC	0.75	475	356.25
03/21/21	RE	DRAFT SAC	1.50	475	712.50
03/22/21	RE	REVIEW FILE; CONFER W ND; DRAFT SECOND AMENDED COMPLAINT; FORWARD TO ND FOR REVIEW & COMMENT	4.50	475	2,137.50
03/22/21	RE	CONFER W ND; EDIT SECOND AMENDED COMPLAINT DRAFT AS DISCUSSED	1.25	475	593.75
03/22/21	ND	REVIEW AND REVISE SECOND AMENDED COMPLAINT. DISCUSS WITH R. EHMANN.	1.90	695	1,320.50
03/23/21	JH	REVIEW AND ANALYZE DRAFT SAC; DISCUSS WITH ND AND RE	0.70	550	385.00
03/23/21	JH	DISCUSS PAGA ONLY MATTER WITH CL AND AR	0.50	550	275.00
03/23/21	CL	[PAGA] TELEPHONE CALL WITH N. HICKS RE: MEET AND CONFER RE: RULE 3.724, BELAIRE WEST NOTICE, PROTECTIVE ORDER AND STIPULATION TO IDC; EMAIL TO N. HICKS RE: SAME.	0.70	495	346.50
03/23/21	CL	CONFERENCE CALL WITH J. HERMAN AND A. RONAN RE: INFORMAL	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY CONFERENCE STIPULATION REGARDING PROTECTIVE ORDER.			
03/24/21	RE	EDIT SECOND AMENDED COMPLAINT DRAFT; SEND TO TEAM FOR REVIEW	0.50	475	237.50
03/24/21	RE	CONFER W JH RE FILING OF SAC; FORWARD SAC AND SUPPORTING MATERIALS TO HD FOR SAME DAY FILING	0.50	475	237.50
03/24/21	JH	CORRESPONDENCE WITH RE AND HD RE FILING SAC; FINALIZE	0.50	550	275.00
03/24/21	CL	RECEIPT AND REVIEW OF NOTICE OF APPEARANCE OF N. HICKS.	0.20	495	99.00
03/24/21	CL	DRAFT NOTICE OF RULING RE: CONTINUED CASE MANAGEMENT CONFERENCE; REVIEW AND ANALYZE ORDER FROM COURT RE: CONTINUED CASE MANAGEMENT CONFERENCE; EMAIL FROM N. HICKS RE: SAME.	0.50	495	247.50
03/25/21	JH	REVIEW AND ANALYZE DEFENDANT'S PMK DEPO NOTICE OBJECTIONS	0.40	550	220.00
03/26/21	CL	RECEIPT AND REVIEW DEFENDANT'S OBJECTION TO PMK DEPOSITION NOTICE; AND REQUEST FOR PRODUCTION OF DOCUMENTS.	0.30	495	148.50
03/26/21	CL	EMAIL TO/FROM N. HICKS RE: IDC HEARING AND REQUEST FOR FURTHER EXTENSION TO DISCOVERY.	0.30	495	148.50
03/26/21	CL	[CLASS] CONFERENCE CALL WITH P. MANSLO RE: SECOND AMENDED COMPLAINT; EMAIL TO P. MASLO CONFIRMING CONFERENCE CALL AND CLASS DEFINITION IN SECOND AMENDED COMPLAINT.	0.40	495	198.00
03/26/21	CL	[PAGA] EMAIL TO N. HICKS RE: IDC REQUIREMENTS OF COURT CLERK AND REQUEST TO CONTINUE IDC; CONFERENCE CALL WITH H. DOROSI RE: TELEPHONE CALL WITH COURT	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLERK RE: IDC.			
03/30/21	JH	RESEARCH RE STAY OF DISCOVERY PENDING DEMURRER; DISCUSS WITH CL	0.50	550	275.00
03/30/21	CL	[PAGA] TELEPHONE CALL RE MEET AND CONFER WITH N. HICKS RE: IDC HEARING AND GROUNDS FOR MOTION TO STAY; EMAIL TO N. HICKS RE: RESPONSES TO DISCOVERY AND IDC HEARING BRIEFING SCHEDULE.	0.60	495	297.00
03/31/21	JH	REVIEW AND ANALYE DEFENDANT'S PORTION OF IDC STMT; DISCUSS ARGUMENTS WITH CL; ADVISE	1.50	550	825.00
03/31/21	CL	[PAGA] REVIEW AND ANALYZE DEFENDANTS' INFORMAL DISCOVERY STATEMENT; LEGAL RESEARCH RE: CASE LAW SUBMITTED BY DEFENDANT RE: SAME.	0.70	495	346.50
03/31/21	CL	[PAGA] DRAFT PLAINTIFF'S PORTION OF INFORMAL DISCOVERY STATEMENT OPPOSING DEFENDANT'S REQUEST FOR STAY OF THE PAGA ACTION.	4.60	495	2,277.00
04/01/21	JH	REVIEW AND REVISE PLAINTIFF'S PORTION OF IDC STMT	0.70	550	385.00
04/01/21	CL	[PAGA] FINALIZE JOINT INFORMAL DISCOVERY STATEMENT; REVIEW AND ANALYZE ORDRE RE LASC DENYING TO RELATE CASES PURSUANT TO RULE 3.300. DEFENDANT'S REQUEST FOR STAY OF THE PAGA ACTION.	2.90	495	1,435.50
04/01/21	CL	[PAGA] RECEIPT AND REVIEW NOTICE OF INFORMAL DISCOVERY CONFERENCE.	0.30	495	148.50
04/01/21	CL	[PAGA] MULTIPLE EMAILS TO N. HICKS RE: FINALIZING IDC STATEMENT AND CONFIRMATION THAT DEFENDANT HAS FILED THE IDC STATEMENT.	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/01/21	CL	[PAGA] REVIEW AND ANALYZE DEFENDANT'S REVISIONS TO JOINT IDC STATEMENT; REVISE AND FINALIZE JOINT IDC STATEMENT.	0.90	495	445.50
04/01/21	CL	[PAGA] REVIEW AND ANALYZE DEFENDANT'S REVISIONS TO JOINT IDC STATEMENT VERSION 5 AND LEGAL RESEARCH ON ADDITIONAL CASES; TELEPHONE CALL AND MULTIPLE EMAILS FROM N. HICKS RE: ADDITIONAL REVISIONS AND SUBMISSIONS TO THE COURT; TELEPHONE CALL FROM COURT CLERK RE: SAME.	0.80	495	396.00
04/02/21	JH	DISCUSS IDC WITH CL AND STRATEGY FOR GOING FORWARD	0.70	550	385.00
04/05/21	CL	EMAIL TO/FROM P. MASLO RE: MEET AND CONFER RE: RESPONSE TO DISCOVERY.	0.30	495	148.50
04/05/21	CL	MULTIPLE EMAILS FROM P. MASLO RE: MEET AND CONFER RE: FURTHER RESPONSES TO DISCOVERY.	0.20	495	99.00
04/06/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DEFENDANT'S DEMURRER; DISCUSS WITH CL	0.50	550	275.00
04/07/21	JH	REVIEW AND ANALYZE DEFENDANT'S ANSWER TO PLAINTIFFS' SAC	0.50	550	275.00
04/08/21	JH	REVIEW THE COURT'S SCHEDULING ORDER; DISCUSS WITH TEAM	0.40	550	220.00
04/08/21	CL	MULTIPLE EMAILS FROM/TO P. MANSLO MEET AND CONFER RE: DEFENDANT'S DISCOVERY RESPONSE.	0.30	495	148.50
04/12/21	CL	[PAGA] REVIEW AND ANALYZE DEFENDANTS RESPONSES TO ZAMORA'S SPECIAL INTERROGATORIES, SET ONE; ZAMORA'S REQUEST FOR ADMISSIONS, SET ONE; ZAMORA'S FORM INTERROGATORIES (EMPLOYMENT), SET ONE.; AND	2.50	495	1,237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ZAMORA'S REQUEST FOR PRODUCTION, SET ONE; PREPARE FOR MEET AND CONFER TELEPHONE CALL RE: SAME; CONFERENCE CALL WITH N. HICKS RE: DISCOVERY RESPONSES; EMAILS TO/FROM P. MASLO RE: DEMURRER AND SHORTENING TIME AND DISCOVERY RESPONSES.			
04/13/21	JH	REVIEW MUTIPLE MEET AND CONFER CORRESPONDENCE WITH DEFENSE COUNSEL	0.60	550	330.00
04/13/21	CL	[PAGA] EMAIL FROM/TO N. HICKS RE: FURTHER MEET AND CONFER RE: DEFENDANT PROVIDING FURTHER DISCOVERY RESPONSES AND DEMURRER AND SHORTENING TIME AND DISCOVERY RESPONSES.	0.40	495	198.00
04/13/21	CL	[PAGA] ATTEND CASE MANAGEMENT CONFERENCE; PREPARE FOR SAME.	0.70	495	346.50
04/16/21	JH	REVIEW AND ANALYZE DEFENDANT'S SUPPLEMENTAL DOCUMENT PRODUCTION	1.40	550	770.00
05/05/21	JH	REVIEW AND ANALYZE DEFENDANT'S DISCOVERY RESPONSES	1.00	550	550.00
05/17/21	CL	[PAGA] RECEIPT AND REVIEW ORDER SETTING IDC HEARING; TELEPHONE CALL TO CLERK RE: IDC HEARING.	0.20	495	99.00
05/18/21	JH	REVIEW AND ANALYZE DEFENDANT'S DEMURRER; DISCUSS OPPOSITION WITH TEAM; RESEARCH ISSUES	1.50	550	825.00
05/24/21	JH	REVIEW FILE; DISCUSS DISCOVERY AND DEMURRER WTH CL	0.50	550	275.00
05/24/21	CL	[PAGA] CONTINUE TO DRAFT MEET AND CONFER EMAIL TO P. MANSLO AND N. HICKS RE: SUPPLEMENTAL RESPONSES TO REQUEST FOR PRODUCTION; SUPPLEMENTAL RESPONSES TO FORM INTERROGATORIES, SET ONE (LOAIZA, GUILLEN, ZAMORA); SUPPLEMENTAL	1.30	495	643.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RESPONSES TO REQUEST FOR ADMISSIONS, SUPPLEMENTAL RESPONSES TO SPECIAL INTERROGATORIES.			
05/26/21	JH	DISCUSS BELAIRE-WEST NOTICE WITH CL AND HD IN LIGHT OF SAC	0.40	550	220.00
05/26/21	CL	[CLASS] DRAFT STIPULATION AND PROTECTIVE ORDER; DRAFT BELAIRE-WEST NOTICE AND DRAFT SPECIAL INTERROGATORIES, SET ONE; EMAIL TO OPPOSING COUNSEL WITHDRAWING PRIOR CLASS DISCOVERY.	1.30	495	643.50
05/27/21	JH	DISCUSS NEW DISCOVERY WITH AJB	0.50	550	275.00
06/01/21	CL	[PAGA] DRAFT CASE MANAGEMENT STATEMENT; EMAIL TO HICKS RE: SERVICE OF CASE MANAGEMENT STATEMENT.	1.70	495	841.50
06/01/21	CL	[PAGA] RECEIPT AND REVIEW DEFENDANT'S CASE MANAGEMENT STATEMENT.	0.30	495	148.50
06/02/21	JH	REVIEW AND ANALYZE DEFENDANT'S CMC STMT	0.40	550	220.00
06/02/21	CL	[PAGA] DRAFT OPPOSITION TO DEMURRER AND MOTION FOR STAY; LEGAL RESEARCH RE: CASE LAW ON CLAIM SPLITTING AND MOTIONS FILED BY EVAN MOSES.	5.30	495	2,623.50
06/02/21	CL	[PAGA] DRAFT REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF OPPOSITION TO DEMURRER AND MOTION FOR STAY; EMAIL TO E. MOSES RE: SERVICE.	1.30	495	643.50
06/03/21	JH	REVIEW AND ANALYZE DEMURRER OPPOSITION; DISCUSSED WITH CL	1.60	550	880.00
06/10/21	JH	REVIEW AND ANALYZE DEFENDANTS DEMURRER REPLY; DISCUSS WITH CL	1.00	550	550.00
06/15/21	JH	REVIEW FILE AND STATUS OF	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY; DISCUSS MTC WITH CL			
06/16/21	JH	DISCUSS DEMURRER HEARING WITH CL	0.50	550	275.00
06/16/21	CL	[PAGA] PREPARE FOR DEMURRER AND MOTION TO STAY HEARING; ATTEND HEARING ON DEMURRER AND MOTION TO STAY.	2.20	495	1,089.00
06/16/21	CL	[PAGA] DRAFT NOTICE OF RULING RE: DEMURRER, TRIAL SETTING CONFERENCE AND MOTIONS TO COMPEL.	0.70	495	346.50
06/16/21	CL	[PAGA] TELEPHONE CALL TO E. MOSES RE: MOTION TO COMPEL DEADLINE; EMAIL TO E. MOSES RE: EXTENSION TO FILE MOTION TO COMPEL TO 6/30/21.	0.30	495	148.50
06/17/21	JH	REVIEW AND ANALYZE MINUTE ORDER ON DEFENDANT'S DEMURRER	0.50	550	275.00
06/17/21	CL	[PAGA] FINALIZE AND FILE NOTICE OF RULING; EMAIL TO E. MOSES RE: NOTICE OF RULING AND SERVICE.	0.70	495	346.50
06/17/21	CL	[PAGA] EMAIL FROM N. HICKS RE: EXTENSION TO FILE MOTION TO COMPEL FURTHER RESPONSES.	0.30	495	148.50
06/25/21	JH	REVIEW/ANALYZE DEFENDANT'S RESPONSES TO S ROGS SET 2	0.50	550	275.00
06/28/21	AR	TELECONFERENCE WITH CTL REGARDING MOTIONS TO COMPEL.	0.50	475	237.50
06/28/21	AR	REVIEW FILE FOR DRAFTING MOTIONS TO COMPEL; COMPILE EXHIBITS.	1.20	475	570.00
06/28/21	AR	BEGIN DRAFTING DECLARATION IN SUPPORT OF MOTION TO COMPEL FURTHER RESPONSES TO SROGS.	1.30	475	617.50
06/28/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/01/21	CL	[CLASS] TELEPHONE CALL WITH N. HICKS RE MEET AND CONFER RE: SETTLEMENT OF SISTER CASE AND OVERLAP WITH OURS; EMAIL RE: MEET AND CONFER RE: SROGS.	0.50	495	247.50
07/01/21	CL	[CLASS] EMAIL FROM N. HICKS RE: MEET AND CONFER RE: SPECIAL INTERROGATORIES, SET ONE.	0.30	495	148.50
07/01/21	CL	[CLASS] RECEIPT AND REVIEW OPERATIVE COMPLAINT IN THE MCDOWELL MATTER RE: OVERLAPPING CLAIMS; EMAIL FROM N. HICKS RE: SAME.	0.30	495	148.50
07/02/21	AR	TELECONFERENCE WITH CTL REGARDING SETTLEMENT; FOLLOW UP CORRESPONDENCE.	0.40	475	190.00
07/02/21	CL	[CLASS] EMAIL TO J. DEAN RE: MCDOWELL AND REQUESTING SETTLEMENT AGREEMENT.	0.30	495	148.50
07/03/21	CL	EMAIL TO J. DEAN RE: EXTENSION TO MOVE TO COMPEL IN PAGA MATTER PENDING MCDOWELL.	0.30	495	148.50
07/03/21	CL	EMAIL TO M. RODRIGUEZ RE: EMAIL FROM H. ANDREWSON RE: PENSKE.	0.20	495	99.00
07/03/21	CL	TELEPHONE CALL FROM M. RODRIGUEZ RE: MOTION TO INTERVENE IN MCDOWELL MATTER.	0.30	495	148.50
07/06/21	JH	DISCUSSION WITH TEAM RE INTERVENTION OF RELATED MATTER	0.60	550	330.00
07/06/21	AR	COMPLETE TEMPLATE DECLARATION FOR MOTIONS TO COMPEL; CORRESPONDENCE REGARDING THE SAME.	0.80	475	380.00
07/06/21	AR	DRAFT MOTION TO COMPEL SROGS.	1.20	475	570.00
07/06/21	JH	REVIEW/ANALYZE DEFENDANT'S ANSWER	0.60	550	330.00
07/07/21	AR	REVIEW AND OUTLINE PLEADINGS,	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONTINUE DRAFTING MOTION TO COMPEL SROGS AND RELATED DOCUMENTS.			
07/08/21	AR	BEGIN DRAFTING DECLARATION AND NOTICE OF MOTION TO COMPEL RFPS.	1.00	475	475.00
07/09/21	CL	PAGA - RECEIPT AND REVIEW ANSWER TO COMPLAINT.	0.30	495	148.50
07/12/21	AR	REVISE AND FINALIZE SEPARATE STATEMENT REGARDING MTC SROGS.	1.20	475	570.00
07/12/21	AR	CONTINUE DRAFTING MOTION AND RELATED DOCUMENTS FOR MTC RFPS; CORRESPONDENCE WITH HD REGARDING THE SAME.	1.50	475	712.50
07/13/21	AR	TELECONFERENCE WITH HD REGARDING MOTIONS TO COMPEL.	0.40	475	190.00
07/13/21	AR	COMPLETE MOTION, SEPARATE STATEMENT, AND DECLARATION FOR MTC RFPS.	0.60	475	285.00
07/13/21	AR	COMPLETE MOTION, SEPARATE STATEMENT, AND DECLARATION FOR MTC RFAS.	3.40	475	1,615.00
07/13/21	AR	BEGIN DRAFTING MOTION, SEPARATE STATEMENT, AND DECLARATION FOR MTC FROGS.	1.50	475	712.50
07/14/21	AR	UPDATE AND FINALIZE MTC RFPS AND SEPARATE STATEMENT.	0.90	475	427.50
07/14/21	AR	UPDATE AND FINALIZE MTC RRAS AND SEPARATE STATEMENT.	0.80	475	380.00
07/14/21	AR	COMPLETE DRAFT MOTION, SEPARATE STATEMENT, AND RELATED PLEADINGS FOR MTC FROGS.	1.50	475	712.50
07/14/21	AR	DRAFT DECLARATION IN SUPPORT AND MOTION TO COMPEL DEFENDANT'S PMK DEPOSITION.	2.80	475	1,330.00
07/15/21	HD	REVIEW AND FINALIZE MOTION TO	0.40	250	100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPEL FURTHER REPONSES TO REQUEST FOR ADMISSIONS FOR FILING.			
07/15/21	HD	REVIEW AND FINALIZE MOTION TO COMPEL FURTHER REPONSES TO REQUEST FOR PRODUCTION FOR FILING.	0.40	250	100.00
07/15/21	HD	REVIEW AND FINALIZE MOTION TO COMPEL FURTHER REPONSES TO FORM INTERROGATORIES FOR FILING.	0.40	250	100.00
07/15/21	HD	REVIEW AND FINALIZE MOTION TO COMPEL FURTHER REPONSES TO SPECIAL INTERROGATORIES FOR FILING.	0.40	250	100.00
07/15/21	HD	REVIEW AND FINALIZE MOTION TO COMPEL DEPOSITION OF DEFENDANT'S PMK FOR FILING.	0.40	250	100.00
07/15/21	HD	RESEARCH DEPARTMENT 19 RULES AND PROCEDURES AND THE COURT GENERAL ORDER RE ELECTRONIC FILING FOR CIVIL WITH RESPECT TO FILING MOTION TO COMPEL.	0.30	250	75.00
07/16/21	AR	REVISE, FINALIZE AND SERVE MOTIONS TO COMPEL (SROG, FROG, RFA, RFP, PMK); TELECONFERENCE WITH HD REGARDING THE SAME.	1.00	475	475.00
07/16/21	HD	UPLOAD AND SUBMIT MOTION TO COMPEL FURTHER RESPONSES TO REQUEST FOR ADMISSIONS TO COURT FOR FILING.	0.50	250	125.00
07/16/21	HD	UPLOAD AND SUBMIT MOTION TO COMPEL FURTHER RESPONSES TO REQUETS FOR PRODUCTION TO COURT FOR FILING.	0.50	250	125.00
07/16/21	HD	UPLOAD AND SUBMIT MOTION TO COMPEL FURTHER RESPONSES TO SPECIAL INTERROGATORIES TO COURT FOR FILING.	0.50	250	125.00
07/16/21	HD	UPLOAD AND SUBMIT MOTION TO	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPEL FURTHER RESPONSES TO FORM INTERROGATORIES TO COURT FOR FILING.			
07/16/21	HD	UPLOAD AND SUBMIT MOTION TO COMPEL DEPOSITION OF DEFENDANT'S PMK TO COURT FOR FILING.	0.50	250	125.00
07/19/21	AR	REVIEW DOCKET; TELECONFERENCE WITH HD REGARDING FILINGS.	0.60	475	285.00
07/21/21	JH	DISCUSS INTERVENTION MOTION WITH CL; CORRESPONDENCE WITH CO-COUNSEL	0.60	550	330.00
07/21/21	CL	[CLASS] MULTIPLE EMAILS TO N. HICKS RE: 26F REPORT AND MEET AND CONFER RE CONFERENCE.	0.30	495	148.50
07/21/21	CL	[CLASS] EMAIL TO M. RODRIGUEZ RE: MOTION TO INTERVENE.	0.30	495	148.50
07/22/21	HD	TELEPHONE CALL TO DEPARTMENT CLERK WITH RESPECT TO MCDOWELL MATTER PENDING IN SB SUPERIOR COURT (CIVDS2012273 <i>ERIC D MCDOWELL -V- PENSKE TRUCK LEASING CO., L.P.</i>) TO OBTAIN AVAILABLE MOTION DATES FOR MOTION TO INTERVENE.	0.20	250	50.00
07/22/21	CL	[CLASS] EMAIL WITH J. DEAN RE: MEET AND CONFER RE: STATUS CONFERENCE AND MCDOWELL MATTER.	0.50	495	247.50
07/22/21	CL	[CLASS] CONFERENCE CALL WITH J. DEAN AND N. HICKS RE: EX PARTE TO CONTINUE SCHEDULING CONFERENCE; MCDOWELL SETTLEMENT AND 26F CONFERENCE COMPLETION; DRAFT 26F REPORT.	2.70	495	1,336.50
07/22/21	CL	[CLASS] EMAIL TO M. RODRIGUEZ RE: MCDOWELL AND MOTION TO INTERVENE; TELEPHONE CALL FROM H. ANDERSON RE: MOTION TO INTERVENE.	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/22/21	JH	REVIEW/ANALYZE DEFENDANT'S EX PARTE APPLICATION; DISCUSS WITH TEAM	0.60	550	330.00
07/23/21	CL	[CLASS] DRAFT RULE 26F CONFERENCE REPORT; EMAIL FROM N. HICKS RE: 26F REPORT.	2.90	495	1,435.50
07/23/21	JH	REVIEW NOTICE OF RELATED CASE	0.40	550	220.00
07/23/21	JH	REVIEW ORDER DENYING EX PARTE AND CORRESPONDENCE WITH DEFENSE COUNSEL RE MATTER IN LIGHT OF RULING	0.70	550	385.00
07/26/21	JH	REVIEW AND ANALYZE RULE 26F REPORT WITH DEFENDANT'S MULTIPLE REVISIONS	0.80	550	440.00
07/26/21	CL	[CLASS] EMAIL TO/FROM J. DEAN RE: MOTION TO INTERVENE AND 26F REPORT.	0.30	495	148.50
07/26/21	CL	[CLASS] REVISE 26F REPORT AND REVIEW AND ANALYZE DEFENDANT'S REVISIONS (VERSION 4); FURTHER REVISE VERSION 5 OF 26F REPORT.	1.80	495	891.00
07/26/21	CL	[CLASS] EMAILS FROM/TO J. DEAN RE: MEET AND CONFER RE: 26F REPORT AND REVISIONS; REVIEW AND ANALYZE VERSION 6 OF 26 REPORT; REVISE VERSION 7 OF 26F REPORT; EMAILS FROM J. DEAN PROVIDING DATES OF E. MOSES AVAILABILITY TO DISCUSS MCDOWELL.	0.80	495	396.00
07/26/21	CL	[CLASS] DRAFT VERSION 8 OF THE 26F REPORT.	0.50	495	247.50
07/27/21	CL	[CLASS] RECEIPT AND REVIEW RULE 26F REPORT FILED; FINALIZE NOTICE OF APPEARANCE - C. LEVU.	0.40	495	198.00
07/28/21	JH	REVIEW AND ANALYZE SCHEDULING ORDER AND ADR ORDER; DISCUSS WITH TEAM AND COORDINATE WITH CALENDAR	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/28/21	CL	[CLASS] REVIEW AND ANALYZE NOTICE OF RELATED CASE; DISCUSSION WITH ANDY RE: OPPOSITION AND REVIEW OF REGISTRY OF ACTIONS.	0.60	495	297.00
07/28/21	CL	[CLASS] RECEIPT AND REVIEW SCHEDULING AND CASE MANAGEMENT ORDER.	0.40	495	198.00
07/28/21	CL	[CLASS] ORDER - REFERRAL TO ADR	0.20	495	99.00
07/28/21	CL	[CLASS] REVIEW AND ANALYZE NOTICE OF RELATED CASE; DISCUSSION WITH ANDY RE: OPPOSITION AND REVIEW OF REGISTRY OF ACTIONS.	0.60	495	297.00
07/28/21	CL	[CLASS] ORDER - REFERRAL TO ADR	0.20	495	99.00
08/05/21	JH	REVIEW AND ANALYZE DEFENDANT'S INITIAL DISCLOSURES	0.60	550	330.00
08/05/21	CL	RECEIPT AND REVIEW PENSKE'S INITIAL DISCLOSURES.	0.30	495	148.50
08/05/21	CL	DRAFT PLAINTIFF'S INITIAL DISCLOSURES.	0.80	495	396.00
08/05/21	CL	EMAIL FROM H. ANDREWSON RE: GRAHAM HOLLIS MOTION TO INTERVENE; REVISE MOTION TO INTERVENE.	1.70	495	841.50
08/06/21	JH	REVIEW/ANALYZE DRAFT MOTION TO INTERVENE; DISCUSS WITH CL	0.80	550	440.00
08/09/21	JH	ASSESS FILE; REVIEW AND ANALYZE REVISIONS TO MOTION TO INTERVENE DRAFT PREPARED BY CO-COUNSEL; DISCUSS WITH CL	1.20	550	660.00
08/09/21	CL	REVISE MOTION TO INTERVENE IN THE MCDOWELL ACTION; PREPARE EXHIBITS 1-18 TO LEVU DECL.	4.30	495	2,128.50
08/11/21	CL	REVISE MOTION TO INTERVENE; PREPARE EXHIBITS 1-20.	1.20	495	594.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/12/21	JH	REVIEW FURTHER REVISIONS FROM CO-COUNSEL RE MTN TO INTERVENE; DISCUSS WITH TEAM	0.60	550	330.00
08/12/21	CL	EMAIL FROM M. RODRIGUEZ RE: MOTION TO INTERVENE.	0.20	495	99.00
08/12/21	CL	DRAFT DECLARATION OF C. LEVU IN SUPPORT OF MOTION TO INTERVENE.	0.90	495	445.50
08/12/21	CL	FINALIZE MOTION TO INTERVENE; PREPARE EXHIBITS 1-20 TO REQUEST FOR JUDICIAL NOTICE; PREPARE EXHIBITS TO LEVU DECLARATION A-I.	2.70	495	1,336.50
08/16/21	CL	EMAIL TO M. RODRIGUEZ RE: FINALIZING MOTION TO INTERVENE.	0.20	495	99.00
08/19/21	CL	RECEIPT AND REVIEW JOINT MOTION TO INTERVENE.	0.40	495	198.00
08/20/21	JH	REVIEW AND ANALYZE FINALIED VERSION OF MOTION TO INTERVE	0.60	550	330.00
08/20/21	CL	RECEIPT AND REVIEW NOTICE OF RELATED CASE.	0.30	495	148.50
08/20/21	CL	[CLASS] EMAIL TO J. DEAN RE: DEPOSITION AVAILABILITY OF DIERCKSMIEIER, REGALADO, RAHMAN, AND PERRONE.	0.30	495	148.50
08/26/21	CL	[CLASS] ATTEND HEARING ON MOTION FOR J. DEAN TO APPEAL PRO HAC VICE.	0.80	495	396.00
09/02/21	CL	[CLASS] DRAFT STIPULATION TO STAY MCDOWELL ACTION AND CONTINUE MTN TO INTERVENE.	1.80	495	891.00
09/02/21	CL	[CLASS] EMAIL TO H. ANDERSON RE: REVISION TO STIPULATION TO STAY PENDING MEDIATION IN MCDOWELL ACTION.	0.30	495	148.50
09/02/21	CL	[CLASS] CONTINUE DRAFTING STIPULATION TO STAY MCDOWELL ACTION AND CONTINUE MTN TO INTERVENE - VERSION 2.	0.80	495	396.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/02/21	CL	[CLASS] EMAIL TO H. ANDERSON RE: REVISION TO STIPULATION TO STAY PENDING MEDIATION IN MCDOWELL ACTION TO INCLUDE KULLAR ANALYSIS AND AGREEMENT NOT TO MOVE FOR APPROVAL OR AMEND COMPLAINT.	0.30	495	148.50
09/02/21	AR	RECEIVE AND REVIEW OPPOSITION TO MOTION TO INTERVENE; MULTIPLE CORRESPONDENCE REGARDING THE SAME.	0.70	475	332.50
09/03/21	AR	MULTIPLE CORRESPONDENCE REGARDING MEDIATION; REVIEW STATUS OF PAGA AND CLASS ACTION FOR ONBOARDING.	0.70	475	332.50
09/03/21	CL	EMAIL FROM M. RODRIGUEZ RE: REVISIONS TO STIPULATION TO STAY PENDING MEDIATION; REVIEW AND ANALYZE REVISIONS TO VERSION 3.	0.40	495	198.00
09/03/21	CL	EMAIL TO M. RODRIGUEZ RE: OUR REVISIONS TO STIPULATION TO STAY PENDING MEDIATION; DRAFT FURTHER REVISIONS TO VERSION 4.	0.60	495	297.00
09/03/21	CL	DISCUSS WITH AJ ADDITIONAL REVISIONS TO STIPULATION TO STAY PENDING MEDIATION.	0.20	495	99.00
09/03/21	CL	EMAIL FROM/TO J. DEAN RE: MEET AND CONFER RE: STIPULATION TO STAY PENDING MEDIATION; EMAIL FROM H. ANDERSON RE: WAGE AND HOUR DATA FORWARD TO MCDOWELL PLAINTIFFS.	0.40	495	198.00
09/03/21	JH	REVIEW/ANALYZE DEFENDANT'S OPPOSITION TO MOTION FOR INTERVENTION	1.80	550	990.00
09/07/21	CL	EMAIL FROM M. RODRIGUEZ RE: OPPOSITION TO MOTION TO INTERVENE; EMAIL TO M. RODRIGUEZ RE: DEFENDANTS' OPPOSITION PAPERS.	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/07/21	CL	EMAIL TO J. DEAN RE: FOLLOW-UP RE STIPULATION TO STAY PENDING MEDIATION AND DISCUSSION WITH MCDOWELL PLAINTIFFS.	0.30	495	148.50
09/08/21	CL	MCDOWELL - EMAIL FROM J. DEAN RE: REVISIOSN TO STPULATION TO STAY PENDING MEDIATION.	0.40	495	198.00
09/08/21	CL	MCDOWELL - REVISE AND ANALZYE STIPULATION TO STAY PENDING MEDIATION; EMAIL TO H. ANDERSON IN RESPONSE TO EMAIL FROM J. DEAN RE: POINTS RELATED TO REVISIOS TO STIPULATION.	1.40	495	693.00
09/08/21	CL	[MCDOWELL] DISCUSSION WITH H. ANDERSON, NORM, KYLE AND AJ RE: MEET AND CONFER RE: STIPULAITON AND MOVING FORWARD WITH MOTION TO INTERVENE.	0.60	495	297.00
09/08/21	CL	[MCDOWELL] MULITPLE EMAILS TO/FROM J. DEAN RE: MEET AND CONFER RE: IMPASSE AND REFUSAAL TO STIPULATE GIVEN DEFENDANT'S REFUSAL TO HAVE MOTION TO INTEVENE HEARD BEFORE APPROVAL	0.40	495	198.00
09/08/21	NBB	ANALYZE ISSUE OF DELAY OF INTERVENTION MOTION. ADVISE CL.	1.75	795	1,391.25
09/08/21 01	KN	ANALYSIS OF INTERVENTION ISSUE; DISCUSS INTERVENTION ISSUE; RESEARCH PROCESS AND OPTIONS	1.60	750	1,200.00
09/09/21	JH	REVIEW/ANALYZE MOTION TO INTEREVE REPLY	0.80	550	440.00
09/09/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE INTERVENTION MOTION, MEDIATION, AND PRELIMINARY APPROVAL IN RELATED MATTER; DISCUSS WITH TEAM	0.50	550	275.00
09/09/21	CL	REVISE AND ANALYZE REPLY TO OPPOSITION TO MOTION TO INTERVENE.	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/09/21	CL	TELEPHONE CALL WITH M. RODRIGUEZ RE: REVISIONS TO REPLY TO OPPOSITION TO MOTION TO INTERVENE; EMAIL TO M. RODRIGUEZ REVISIONS AND AUTHORITY TO FILE.	0.40	495	198.00
09/09/21	CL	EMAIL FROM E. MOSES RE: TELEPHONE CALL TO MEET AND CONFER RE: STIPULATION TO HAVE MOTION TO INTERVENE HEARD; EMAIL TO H. ANDERSON AND M. RODRIGUEZ RE: UNAVAILABILITY TO SPEAK WITH E. MOSES RE: STIPULATION.	0.40	495	198.00
09/09/21	AR	REVIEW FILE FOR ONBOARDING; BEGIN REVIEW AND EXTRACTION OF DOCUMENTS FOR EXHIBIT BOOK; CORRESPONDENCE REGARDING DATA REQUEST.	1.20	475	570.00
09/13/21	JH	DISCUSS CLASS CERTIFICATION WITH CL; ADVISE	0.80	550	440.00
09/13/21	PM	ADVISE CL RE DISCOVERY AND PREPARATION OF CLASS CERTIFICATION MOTION; REVIEW AND REVISE DISCOVERY REQUESTS; REVIEW FILE AND ORDERS.	1.00	550	550.00
09/13/21	CL	EMAIL FROM N. HICKS REQUESTING EXTENSION TO HEARING ON MOTION TO COMPEL PENDING MEDIATION; DISCUSS SAME WITH AJ.	0.40	495	198.00
09/13/21	CL	MULTIPLE EMAILS WITH E. MOSES RE: MEDIATION AND DISCOVERY STAY; DISCUSS WITH AJ AND PIYA RE: SAME.	0.60	495	297.00
09/13/21	CL	[PAGA] RECEIPT AND REVIEW DEPOSITION NOTICES OF GUILLEN, ZAMORA AND LOAIZA.	0.40	495	198.00
09/13/21	CL	[CLASS] RECEIPT AND REVIEW DEPOSITION NOTICES OF GUILLEN, ZAMORA AND LOAIZA.	0.40	495	198.00
09/13/21	CL	[CLASS] PLAINTIFF 30B6 PMK DEPOSITION NOTICE; DISCUSS WITH	2.10	495	1,039.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PIYA RE: SAME			
09/13/21	CL	[CLASS] DRAFT SPECIAL INTERROGATORIES, SET TWO.	1.60	495	792.00
09/13/21	CL	[CLASS] DRAFT REQUEST FOR PRODUCTION, SET ONE.	1.30	495	643.50
09/13/21	CL	[CLASS] DRAFT REQUEST FOR ADMISSIONS.	1.10	495	544.50
09/14/21	CL	EMAIL TO E. MOSES RE: INITIAL DISCLOSURE WITNESSES AND DEPOSITION NOTICES.	0.30	495	148.50
09/14/21	CL	DRAFT CASE MANAGEMENT STATEMENT; EMAIL E. MOSES RE: SAME.	0.80	495	396.00
09/14/21	CL	EMAIL FROM E. MOSES RE: MEET AND CONFER RE: STIPULATIONS AND DEPOSITIONS.	0.40	495	198.00
09/14/21	CL	TELEPHONE CALL TO G. LOAIZA RE; STATUS OF CASE AND DEPOSITION; EMAIL/TEST MESSAGES TO G. LOAIZA RE: DEPOSITION AND PRE-DEPOSITION DATES.	0.80	495	396.00
09/14/21	CL	TELEPHONE CALL TO J. GUILLEN RE; STATUS OF CASE AND DEPOSITION; EMAIL/TEXT MESSAGES TO J. GUILLEN RE: DEPOSITION AND PRE-DEPOSITION DATES.	0.50	495	247.50
09/14/21	CL	TELEPHONE CALL TO A. ZAMORA RE: WRONGFUL TERMINATION, STATUS OF CASE AND DEPOSITION; EMAIL/TEXT MESSAGES TO A. ZAMORA RE: DEPOSITION AND PRE-DEPOSITION DATES.	0.70	495	346.50
09/14/21	CL	[CLASS] TELEPHONE CALL WITH E. MOSES RE: MEET AND CONFER RE: STIPULATION TO CONTINUE ALL ISC DATES AND STAY DISCOVERY PENDING MEDIATION; EMAIL TO E. MOSES RE: SAME.	1.40	495	693.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/14/21	CL	EMAIL FROM G. LOAIZA RE: EMAIL FROM B. EARLE RE: MINIMUM WAGES.	0.30	495	148.50
09/14/21	AR	MULTIPLE CORRESPONDENCE REGARDING MEDIATION DATA REQUEST; REVIEW AMENDED PLEADINGS.	0.50	475	237.50
09/15/21	CL	[CLASS] REVIEW AND ANALYZE EMAIL FROM E. MOSES RE: STIPULATION TO CONTINUE ALL DATES INCLUDING CLASS CERTIFICATION AND EXPERT REPORTS; EMAIL TO E. MOSES FURTHER REQUESTING	1.20	495	594.00
09/15/21	NBB	REVIEW LAW RE INTERVENTION, ANALYZE.	2.00	795	1,590.00
09/16/21	CL	TELEPHONE CALL TO CLERK RE: TENTATIVE RULING; PREPARE FOR HEARING ON MOTION TO INTERVENE IN MDDOWELL ACTION.	0.70	495	346.50
09/16/21	CL	ATTEND HEARING ON MOTION TO INTERVENE.	1.40	495	693.00
09/16/21	CL	EMAIL FROM N. HICKS RE: MEET AND CONFER RE: PMK CATEGORIES; REVIEW AND REVISE STIPULATION TO STAY DISCOVERY AND STIPULATION TO CONTINUE TRIAL DATES; DICUSS WITH AJ RE: SAME; REIVEW AND ANALYZE JUDGE WRIGHT'S CHAMBERS RULES ON STIPULATIONS.	1.70	495	841.50
09/16/21	AR	REVIEW AND OUTLINE PLEADINGS FOR MEDIATION DATA REQUEST.	0.50	475	237.50
09/16/21	AR	COMPLETE REVIEW AND EXTRACTION OF RELEVANT DOCUMENTS; ESTABLISH EXHIBIT BOOK.	0.80	475	380.00
09/16/21	AR	DRAFT MEDIATION DATA REQUEST.	0.50	475	237.50
09/16/21 15	KN	REVIEW TENTATIVE AND MEMO FROM CL; EMAILS WITH NBB; RESEARCH ISSUES	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/16/21	SP	REVIEW MEDIATION DATA REQUEST	0.50	550	275.00
09/17/21	CL	REVIEW AND ANALYZE REVISIONS TO STIPULATION TO CONTINUE TRIAL DATES; EMAIL TO N. HICKS RE: STIPULATION RE: DISCOVERY AND PROPOSED ORDER.	0.50	495	247.50
09/17/21	CL	TELEPHONE CALL WITH M. RODRIGUEZ RE: STIPULATION	0.30	495	148.50
09/17/21	CL	CONFERENCE CALL WITH N. HICKS AND J. DEAN RE: MEET AND CONFER RE: STIPULATIONS AND PMK CATEGORIES; EMAIL CONFIRMING MEET AND CONFER RE: SAME.	0.80	495	396.00
09/17/21	NBB	ANALYZE INTERVENTION LAW. ADVISE KN.	1.25	795	993.75
09/20/21	CL	[CLASS] LEGAL RESEARCH RE: REMOTE DEPOSITION PURSUANT TO CCP 2025.310; DRAFT OBJECTION TO DEPOSITION NOTICE OF LOAIZA, GUILLEN AND ZAMORA.	0.80	495	396.00
09/20/21	CL	[CLASS] DRAFT OBJECTIONS TO DEPOSITION OF GUILLEN, LOAIZA AND ZAMORA.	0.80	495	396.00
09/20/21	CL	[CLASS] EMAIL FROM/TO J. DEAN RE: MEET AND CONFER RE: STIPULATIONS TO CONTINUE AND STAY IN THE TAYLOR ACTION.	0.40	495	198.00
09/20/21	AR	MULTIPLE CORRESPONDENCE WITH CO-COUNSEL REGARDING MEDIATION DATA REQUEST; RETRIEVE EXHIBITS, FINALIZE AND SERVE DATA REQUEST ON ALL PARTIES.	0.60	475	285.00
09/20/21	AR	REVIEW AND OUTLINE OPPOSITIONS TO MOTIONS TO COMPEL IN ADVANCE OF DRAFTING REPLY BRIEFS.	1.50	475	712.50
09/20/21	AR	BEGIN DRAFTING REPLY BRIEF REGARDING MOTION TO COMPEL SPECIAL INTERROGATORIES.	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/21/21	HD	DRAFT PLAINTIFFS OBJECTION TO DEFENDANT'S SECOND AMENDED NOTICE OF DEPOSITION FO PLAINTIFF ZAMORA, GUILLEN AND LOAIZA AND SERVE VIA E-SERVICE.	1.00	250	250.00
09/21/21	JH	REVIEW/ANALYZE STIPULATION TO CONTINUE TRIAL; REVIEW/ANALYZE MEDIATION DATA REQUEST TO DEFENDANT	0.50	550	275.00
09/21/21	CL	EMAIL FROM H. ANDERSON RE: DEPOSITION NOTICES IN PENSKE AND MEET AND CONFER RE: SAME.	0.30	495	148.50
09/21/21	CL	EMAIL TO/FROM H. ANDERSON RE: DEPOSITIONS AND DISCOVERY; EMAIL TO J. DEAN RE: REVISION TO STIPULATION.	0.40	495	198.00
09/21/21	CL	EMAIL FROM J. DEAN RE: STIPULATION TO CONTINUED ISC DATES AND STAY DISCOVERY; EMAIL FROM J. DEAN TO/FROM RE: TELECONFERENCE WITH H. ANDERSON.	0.30	495	148.50
09/21/21	CL	[CLASS] RECEIPT AND REVIEW STIPULATION TO CONTINUE ISC DATES; REVISIONS TO SAME; EMAIL TO J. DEAN AND H. ANDERSON RE: SAME.	1.40	495	693.00
09/21/21	CL	[CLASS] RECEIPT AND REVIEW STIPULATION TO STAY DISCOVERY; REVISIONS TO SAME; EMAIL TO J. DEAN AND H. ANDERSON RE: SAME.	1.30	495	643.50
09/21/21	CL	[PAGA] DISCUSS WITH ANDY RE: REPLY TO MOTION TO COMPEL PMK AND RPD RE: LEGAL ARGUMENT REGARDING AGGRIEVED EMPLOYEE DISCOVERY.	0.70	495	346.50
09/21/21	CL	[PAGA] DRAFT OBJECTION TO DEPOSITION NOTICE OF LOAIZA, GUILLEN AND ZAMORA.	0.80	495	396.00
09/21/21	CL	[CLASS] EMAIL AND TEXT MESSAGE	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TO A. ZAMORA RE: DEPOSITION DATE AND WRONGFUL TERMINATION; DISCUSS WITH NICK RE: SAME.			
09/21/21	CL	[CLASS] CONFERENCE CALL WITH H. ANDERSON AND J. DEAN RE: MEET AND CONFER RE DISCOVERY STIPULATIONS; EMAIL TO BOTH RE: SAME.	0.70	495	346.50
09/21/21	CL	[CLASS] REVIEW AND ANALYZE STIPULATION TO STAY DISCOVERY AND STIPULATION TO CONTINUED TRIAL DATES IN ZAMORA.	0.50	495	247.50
09/21/21	CL	[PAGA] TELEPHONE CALL TO J. DEAN AND N. HICKS RE: CONFIRMATION OF PMK DEPOSITIONS; EMAIL TO J. DEAN AND N. HICKS CONFIRMING PMK DEPOSITION.	0.40	495	198.00
09/21/21	CL	RECEIPT AND REVIEW FILED JOINT STIPULATION TO VACATE CLASS CERTIFICATION HEARING DATES.	0.20	495	99.00
09/21/21	AR	RESEARCH AUTHORITY REGARDING PAGA DISCOVERY FOR DRAFTING REPLY BRIEFS.	0.80	475	380.00
09/21/21	AR	DRAFT REPLY TO OPPOSITION TO MOTION TO COMPEL SROGS; MULTIPLE CORRESPONDENCE REGARDING THE SAME.	2.20	475	1,045.00
09/21/21	AR	RECEIVE AND REVIEW SUPPLEMENTAL DISCOVERY RESPONSE; OUTLINE AND DRAFT SUMMARY CORRESPONDENCE.	0.80	475	380.00
09/21/21	AR	TELECONFERENCE WITH CTL REGARDING STATUS OF DISCOVERY, MOTIONS TO COMPEL, AND STIPULATION TO STAY.	0.50	475	237.50
09/22/21	JH	REVIEW/ANALYZE DEFENDANT'S MTC OPPOSITIONS	0.80	550	440.00
09/22/21	CL	[CLASS]EMAIL TO J. DEAN RE: REPLY TO MOTION TO COMPEL PMK	0.40	495	198.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEPOSITION; TELEPHONE CALL TO J. DEAN RE: MEANT AND CONFER RE: IDC AND DEPOSITION OF PMK.			
09/22/21	CL	[CLASS] DRAFT IDC REQUEST TO JUDGE WILNER; REVIEW AND ANALYZE MAGISTRATE CHAMBERS RULES RE: SAME.	1.10	495	544.50
09/22/21	CL	[PAGA] REVISE REPLY TO MOTION TO COMPEL SPECIAL INTERROGATORIES.	0.40	495	198.00
09/22/21	CL	[CLASS] REVIEW AND ANALYZE AMENDED SCHEDULING ORDER;	0.90	495	445.50
09/22/21	CL	[CLASS]TELEPHONE TO J. DEAN RE: JUDGE WRIGHT ORDER CONTINUING TRIAL DATES; EMAIL TO/FROM J. DEAN RE: DISCOVERY PROCEEDING GIVEN MOTION FOR CLASS CERTIFICATION IS DUE JANUARY 3, 2021.	0.70	495	346.50
09/22/21	CL	[CLASS]EMAIL FROM V. PIPER (COURT CLERK) RE: IDC WITH JUDGE WILNER.	0.20	495	99.00
09/22/21	AR	RECEIVE AND REVIEW ORDER; REVISE AND FINALIZE REPLY TO OPPOSITION TO MOTION TO COMPEL SPECIAL INTERROGATORIES; FILE AND SERVE.	0.80	475	380.00
09/22/21	AR	REVIEW AND OUTLINE OPPOSITION; DRAFT REPLY TO OPPOSITION TO MOTION TO COMPEL REQUESTS FOR PRODUCTION; FILE AND SERVE.	2.20	475	1,045.00
09/22/21	AR	TELECONFERENCE WITH CTL REGARDING REPLY TO OPPOSITION TO MOTION TO COMPEL PMK.	0.50	475	237.50
09/22/21	AR	REVIEW AND OUTLINE MEET AND CONFER CORRESPONDENCE REGARDING PMK DEPOSITION IN FEDERAL MATTER.	0.60	475	285.00
09/22/21	AR	REVIEW AND OUTLINE OPPOSITION; DRAFT REPLY TO OPPOSITION TO MOTION TO COMPEL PMK; FILE AND SERVE.	1.50	475	712.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/23/21	JH	REVIEW ORDER SETTING IDC	0.20	550	110.00
09/23/21	AR	MULTIPLE CORRESPONDENCE REGARDING IDC; TELECONFERENCE WITH HD REGARDING THE SAME.	0.60	475	285.00
09/24/21	CL	PREPARE AND PRODUCE PLAINTIFF 000119-000120; EMAIL TO E. MOSES RE: PRODUCTION OF PLAINTIFF 000119-000120.	0.50	495	247.50
09/24/21	CL	DRAFT LR 37-2 STIPULATION TO COMPEL PMK DEPOSITION AND DEPOSITION OF INITIAL DISCLOSURE WITNESSES; DRAFT DECLARATION OF C. LEVU RE: SAME.	3.70	495	1,831.50
09/27/21	AR	TELECONFERENCE WITH OPPOSING COUNSEL REGARDING PENDING MOTIONS AND CLASS CERTIFICATION; DRAFT SUMMARY OF PROPOSALS, FOLLOW UP CORRESPONDENCE.	1.00	475	475.00
09/28/21	JH	DISCUSS MEET AND CONFER WITH AR; ASSESS STATUS OF MATTER IN LIGHT OF MEDIATION WITH LUNA MATTER	0.50	550	275.00
09/28/21	CL	REVIEW AND ANALYZE EMAIL FROM J. DEAN RE: SECOND STIPULATION; EMAIL TO/FROM A. RONAN RE: SAME; DISCUSS WITH A. RONAN RE: SAME.	0.40	495	198.00
09/28/21	AR	MULTIPLE CORRESPONDENCE INTERNALLY REGARDING PROPOSED STIPULATION WITH OPPOSING COUNSEL.	0.60	475	285.00
09/28/21	AR	CORRESPONDENCE WITH CLERK; FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STIPULATION/MOTION TO STAY.	0.50	475	237.50
09/29/21	AR	REVIEW AND OUTLINE PRIOR CORRESPONDENCE AND STIPULATION REGARDING DEPOSITION TIMELINE; CREATE MATRIX FOR MEET AND CONFER CORRESPONDENCE WITH OPPOSING COUNSEL.	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/29/21	AR	REVIEW DOCKET FOR TENTATIVE; OUTLINE SROG AND RFP MOTION PLEADINGS IN ADVANCE OF MOTION TO COMPEL HEARINGS.	1.40	475	665.00
09/29/21	AR	ATTEND MOTION TO COMPEL HEARINGS/TRIAL SETTING CONFERENCE; DRAFT SUMMARY FOLLOWING MEET AND CONFER CALL WITH OPPOSING COUNSEL.	3.00	475	1,425.00
10/01/21	AR	REVIEW STATUS OF NOTICES OF DEPOSITION; DRAFT SUMMARY MEET AND CONFER CORRESPONDENCE WITH OPPOSING COUNSEL.	0.50	475	237.50
10/01/21	AR	PREPARE FOR AND ATTEND IDC REGARDING DEPOSITIONS; DRAFT SUMMARY.	1.50	475	712.50
10/04/21	CL	[CLASS] REVIEW AND ANALYZE MINUTE ORDER RE: IDC.	0.40	495	198.00
10/04/21	CL	[CLASS] RECEIPT AND REVIEW OBJECTIONS TO THE DEPOSITION OF DIERCKSMIEIER, REGALADO, RAHMAN, AND PERRONE.	0.40	495	198.00
10/04/21	CL	[CLASS] EMAIL TO J. DEAN RE: IDC AND MAGISTRATES INSTRUCTION TO INFORM RE: DATES OF DEPOSITION.	0.30	495	148.50
10/04/21	CL	[CLASS] EMAIL FROM N. HICKS RE: LR 7-2 STIPULATION RE: MOTION TO COMPEL.	0.40	495	198.00
10/04/21	CL	[CLASS] DRAFT MOTION TO STAY PENDING APPEAL.	2.30	495	1,138.50
10/05/21	CL	[CLASS] REVIEW AND ANALYZE TRADER'S FILING NOTICE OF SUBMISSION.	0.70	495	346.50
10/05/21	CL	[CLASS] DRAFT MOTION TO STAY PENDING APPEAL.	2.70	495	1,336.50
10/05/21 14	KN	LEGAL RESEARCH ON NEW INTERVENTION DECISION FOR APPEAL	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/06/21	CL	[CLASS] EMAIL TO J. DEAN RE: FINAL ATTEMPT TO MEET AND CONFER BEFORE REQUESTING SECOND IDC WITH JUDGE WILNER.	0.40	495	198.00
10/06/21	CL	[CLASS] MULTIPLE EMAILS TO/FROM J. DEAN RE: CONFIRMATION OF DEPOSITION OF PMK AND PERCIPIENT WITNESSES; EMAIL TO/FROM J. DEAN RE: MEET AND CONFER RE: SECOND IDC; EMAIL TO CHAMBERS REQUESTING SECOND IDC.	0.60	495	297.00
10/06/21	CL	[CLASS] RECEIPT AND REVIEW JUDGE WILNER'S ORDER RE DEPOSITIONS; EMAIL TO J. DEAN RE: MEET AND CONFER.	0.60	495	297.00
10/06/21	CL	[CLASS] REVIEW AND ANALYZE EX PARTE APPLICATION TO STAY; EMAIL TO/FROM J. DEAN RE: MEET AND CONFER PURSUANT TO IDC2 REQUEST.	0.50	495	247.50
10/06/21	CL	[CLASS] FINALIZE AMENDED 30(B)(6) DEPOSITION; FINALIZE AMENDED DEPOSITION NOTICES OF DIERCKSMIEIER, REGALADO AND RAHMAN.	0.40	495	198.00
10/06/21	CL	[CLASS] RECEIPT AND REVIEW DEPOSITION THIRD AMENDED DEPOSITION OF G. LOAIZA AND J. GUILLEN.	0.30	495	148.50
10/06/21	CL	[MCDOWELL] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL; DECLARATION OF C. LEVU AND PROPOSED ORDER.	4.60	495	2,277.00
10/06/21	CL	[MCDOWEL] EMAIL TO H. ANDERSON RE: MOTION TO STAY PENDING APPEAL.	0.30	495	148.50
10/07/21	JH	REVIEW/ANALYZE DEFENDANT'S EX PARTE APPLICATION; DISCUSS OPPOSITION WITH AR	1.00	550	550.00
10/07/21	JH	REVIEW/ANALZYE ORDER DENYING	0.30	550	165.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENDANT'S EX PARTE APPLICATION			
10/07/21	CL	[CLASS] EMAIL TO/FROM E. AIWAZIAN RE: STATUS OF MOTION TO STAY AND STATUS OF NOTICE OF APPEAL.	0.30	495	148.50
10/07/21	CL	[CLASS] TELEPHONE CALL TO J. DEAN RE: MEET AND CONFER RE: PLAINTIFF'S DEPOSITIONS AND DEPOSITIONS OF PMK; EMAIL TO J. DEAN RE: SAME.	0.60	495	297.00
10/07/21	CL	[CLASS] REVIEW AND ANALYZE EX PARTE ORDER DENYING DEFENDANT'S REQUEST FOR A STAY WITHOUT PREJUDICE; DISCUSS WITH ANDY RE: SAME.	0.50	495	247.50
10/07/21	CL	[CLASS] EMAIL FROM M. RODRIGUEZ RE: NOTICE OF APPEAL.	0.30	495	148.50
10/07/21	CL	[CLASS] EMAIL FROM/TO J. DEAN RE: PERRONE, PMK3, GUILLEN AND LOAIZA DEPOSITIONS.	0.50	495	247.50
10/07/21	CL	[CLASS] FINALIZE OBJECTIONS TO THE DEPOSITION OF GUILLEN AND LOAIZA.	0.40	495	198.00
10/07/21	AR	REVIEW AND OUTLINE EX PARTE PAPERS; TELECONFERENCE WITH CTL REGARDING OPPOSITION.	1.20	475	570.00
10/07/21	AR	DRAFT OPPOSITION TO EX PARTE APPLICATION.	2.40	475	1,140.00
10/07/21 10	KN	DRAFT NOTICE OF APPEAL; REVIEW CASE STATUS AND EMAILS; RESPOND; EMAIL DRAFT NOTICE TO CO-COUNSEL	2.25	750	1,687.50
10/08/21	CL	[CLASS] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL.	1.40	495	693.00
10/08/21	CL	RECEIPT AND REVIEW THIRD AMENDED DEPOSITION NOTICE OF ZAMORA.	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/08/21	CL	[CLASS] EMAIL TO/FROM J. DEAN RE: MOTION TO COMPEL AND DEPOSITIONS OF PLAINTIFFS.	0.40	495	198.00
10/08/21	CL	[CLASS] TELEPHONE CALL TO J. GUILLEN RE: DEPOSITION AND PRE-DEPOSITION; EMAIL TO/FROM J. GUILLEN RE: SAME. .	0.50	495	247.50
10/08/21	CL	[CLASS] TELEPHONE CALL TO G. LOAIZA RE: DEPOSITION AND PRE-DEPOSITION; EMAIL TO/FROM G. LOAIZA RE: SAME.	0.40	495	198.00
10/08/21	CL	[CLASS] TELEPHONE CALL TO J. DEAN RE: MOTION TO COMPEL AND DEPOSITION OF J. GUILLEN AND G. LOAIZA.	0.20	495	99.00
10/08/21	CL	[CLASS] TELEPHONE CALL TO N. HICKS RE: MOTION TO COMPEL AND DEPOSITION OF J. GUILLEN AND G. LOAIZA.	0.20	495	99.00
10/08/21	CL	[CLASS] TELEPHONE CALL TO E. MOSES RE: MOTION TO COMPEL AND DEPOSITION OF J. GUILLEN AND G. LOAIZA.	0.20	495	99.00
10/08/21	CL	[CLASS] REVIEW AND ANALYZE MULTIPLE EMAIL PRODUCTION FROM J. GUILLEN.	0.50	495	247.50
10/08/21	CL	REVISE AND ANALYZE JOINT CASE MANAGEMENT STATEMENT.	0.30	495	148.50
10/08/21 15	KN	REVIEW NOTICE FROM COURT; REVIEW ISSUE; EMAIL ATTY SERVICE AND REVIEW RESPONSES	0.50	750	375.00
10/11/21	CL	[CLASS] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL.	0.90	495	445.50
10/11/21	CL	[CLASS] EMAIL/TO J. DEAN RE: DEPOSITION OF PERRONE AND REGALADO AND NOTICE TO THE COURT RE: PLAINTIFF'S MOTION TO COMPEL DEPOSITIONS.	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/11/21	CL	[CLASS] REVIEW AND ANALYZE COURT'S MINUTES RE: CHAMBERS ORDERS RE: DEPOSITIONS; EMAIL TO THE CLERK AND COURT REQUESTING TO VACATE THE MOTION TO COMPEL AND UPDATE REGARDING RESOLUTION RELATED TO DEPOSITIONS.	0.50	495	247.50
10/11/21	CL	[CLASS] RECEIPT AND REVIEW THIRD AMENDED DEPOSITION NOTICE OF ZAMORA; DRAFT OBJECTIONS TO THIRD AMENDED DEPOSITION NOTICE OF ZAMORA.	0.50	495	247.50
10/11/21	CL	[CLASS] DRAFT SECOND AMENDED DEPOSITION NOTICE OF PMK.	0.30	495	148.50
10/11/21	CL	[CLASS] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL; DRAFT DECLARATION OF C. LEVU RE: SAME.	1.70	495	841.50
10/11/21	CL	[CLASS] EMAIL FROM J. DEAN RE: PRODUCTION PLAINTIFF 119-120	0.40	495	198.00
10/11/21	AR	TELECONFERENCE WITH CTL REGARDING STATUS.	0.20	475	95.00
10/11/21	AR	REVIEW APPEAL AND MOTION TO STAY DOCUMENTS; CORRESPONDENCE REGARDING THE SAME.	0.50	475	237.50
10/11/21	CL	[CLASS] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL.	0.90	495	445.50
10/11/21	CL	[CLASS] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL.	0.20	495	99.00
10/11/21	CL	[CLASS] REVIEW AND ANALYZE COURT'S MINUTES RE: CHAMBERS ORDERS RE: DEPOSITIONS; EMAIL TO THE CLERK AND COURT REQUESTING TO VACATE THE MOTION TO COMPEL AND UPDATE REGARDING RESOLUTION RELATED TO DEPOSITIONS.	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/11/21	CL	[CLASS] RECEIPT AND REVIEW THIRD AMENDED DEPOSITION NOTICE OF ZAMORA; DRAFT OBJECTIONS TO THIRD AMENDED DEPOSITION NOTICE OF ZAMORA.	0.50	495	247.50
10/11/21	CL	[CLASS] DRAFT SECOND AMENDED DEPOSITION NOTICE OF PMK.	0.30	495	148.50
10/11/21	CL	[CLASS] CONTINUE DRAFTING MOTION TO STAY PENDING APPEAL; DRAFT DECLARATION OF C. LEVU RE: SAME.	1.70	495	841.50
10/11/21	CL	[CLASS] EMAIL FROM J. DEAN RE: PRODUCTION PLAINTIFF 119-120	0.40	495	198.00
10/12/21	AR	RECEIVE AND REVIEW REVISED MOTION; MULTIPLE CORRESPONDENCE WITH CTL REGARDING FILING.	0.50	475	237.50
10/12/21	CL	[CLASS] EMAIL FROM T. JOHNSON RE: MEDIATION WITH LOU MARLIN.	1.20	495	594.00
10/12/21	CL	[CLASS]PREPARE FOR PRE-DEPOSITION OF J. GUILLEN; DRAFT OUTLINE OF DEPOSITION OF J. GUILLEN.	4.20	495	2,079.00
10/12/21	CL	[CLASS]PREPARE EXHIBITS TO E. LIETZOW IN PREPARATION FOR EXPERT CALL; TELEPHONE CALL WITH E. LIETZOW RE: ANALYSIS OF RECORDS; EMAIL FORM E. LIETZOW RE: ANALYSIS OF PLAINTIFF RECORDS.	1.50	495	742.50
10/12/21	CL	[CLASS]ATTEND PRE-DEPOSITION OF J. GUILLEN.	2.30	495	1,138.50
10/12/21	CL	[CLASS] FINALIZE MOTION TO STAY PENDING APPEAL AND SUPPORTING DOCUMENTS FOR SERVICE.	0.70	495	346.50
10/12/21 14	KN	LEGAL RESEARCH ON COLLUSIVE SETTLEMENTS	1.50	750	1,125.00
10/12/21	SP	COMMUNICATION WITH CLV RE:	2.90	550	1,595.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEPOSITION OF GUILLEN. REVIEW AND ANALYZE COMPLAINT, DOCUMENTS, CASE NOTES AND DISCOVERY IN PREPARATION FOR DEPOSITION.			
10/13/21	JH	DISCUSS PLAINTIFF GUILLEN'S DEPOSITION WITH CL	0.50	550	275.00
10/13/21	JH	REVIEW/ANALYZE MOTION TO STAY PENDING APPEAL OF DENIAL OF MOTION TO INTERVENE	0.80	550	440.00
10/13/21	CL	EMAIL TO MCDOWELL PARTIES SERVICE OF MOTION TO STAY PENDING APPEAL; EMAIL TO E. MOSES RE: CONSENT TO ELECTRONIC SERVICE OF MOTION TO STAY PENDING APPEAL.	0.30	495	148.50
10/13/21	CL	EMAIL TO MCDOWELL PARTIES SERVICE OF MOTION TO STAY PENDING APPEAL; EMAIL TO E. MOSES RE: CONSENT TO ELECTRONIC SERVICE OF MOTION TO STAY PENDING APPEAL.	1.50	495	742.50
10/13/21	CL	[CLASS] ATTEND DEPOSITION OF J. GUILLEN; TELEPHONE CALL WITH E. MOSES RE: NADAR'S REFUSAL TO PROVIDE PLAINTIFF DOCUMENTS BEFORE QUESTIONING; EMAIL TO E. MOSES RE: SAME.	5.50	495	2,722.50
10/13/21	CL	[CLASS] ATTEND DEPOSITION OF J. GUILLEN; TELEPHONE CALL WITH E. MOSES RE: NADAR'S REFUSAL TO PROVIDE PLAINTIFF DOCUMENTS BEFORE QUESTIONING; EMAIL TO E. MOSES RE: SAME.	1.70	495	841.50
10/13/21	CL	[CLASS] ATTEND PRE-DEPOSITION OF G. LOAIZA.	3.30	495	1,633.50
10/13/21	CL	[CLASS] RECEIPT AND REVIEW AMENDED APPLICATION OF C. CASCINO TO APPEAR PRO HAC VICE; RECEIPT AND REVIEW INITIAL APPLICATION OF C. CASINO TO	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		APPEAR PRO HAC VICE.			
10/13/21	CL	[CLASS] RECEIPT AND REVIEW DEFENDANT'S RESPONSES TO PLAINTIFF'S INTERROGATORIES, REQUEST FOR ADMISSIONS AND REQUEST FOR PRODUCTION.	0.40	495	198.00
10/13/21	CL	[CLASS] RECEIPT AND REVIEW DEFENDANT'S RESPONSES TO PLAINTIFF'S INTERROGATORIES, REQUEST FOR ADMISSIONS AND REQUEST FOR PRODUCTION.	0.30	495	148.50
10/13/21	SP	REVIEWED AND ANALYZED COMPLAINT. REVIEWED CLV DEPOSITION PREPARATION NOTES AND DOCUMENTATION PROVIDED IN DROPBOX. SPOKE WITH CLV PRIOR TO DEPOSITION AND CONTACTED CLIENT FOR INTRODUCTION. APPEARED FOR DEPOSITION FROM 3PM TO 5PM. DE-BRIEF WITH JSH, NJD, KN AND CLV.	5.30	550	2,915.00
10/13/21	SP	PREPARED AND APPEARED FOR DEPOSITION OF GUILLEN. DRAFTED POST DEPOSITION NOTES AND FORWARDED TO TEAM.	4.40	550	2,420.00
10/14/21	AR	RECEIVE AND REVIEW DISCOVERY RESPONSES FORM DEFENDANT; CORRESPONDENCE REGARDING THE SAME.	0.80	475	380.00
10/14/21	CL	EMAIL TO/FROM J. GORLICK RE: DISCUSSIONS RE: RECORDS ANALYSIS.	1.10	495	544.50
10/14/21	CL	[CLASS] ATTEND DEPOSITION OF G. LOAIZA.	7.70	495	3,811.50
10/14/21	CL	[CLASS] ATTEND DEPOSITION OF G. LOAIZA.	0.40	495	198.00
10/18/21	CL	EMAIL TO E. MOSES RE: DEPOSITION OF B. RAHMAN AND DIAL-IN REMOTE.	0.40	495	198.00
10/18/21	CL	EMAIL TO/FROM J. GUILLEN RE: DEPOSITION AND STATUS OF CASE.	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/18/21	AR	TELECONFERENCE WITH CTL AND HD REGARDING STATUS UPDATE.	0.20	475	95.00
10/20/21	CL	DRAFT PRE-DEPOSITION OUTLINE FOR ZAMORA; REVIEW AND ANALYZE EXHIBITS IN PREPARATION FOR PRE-DEPOSITION OF ZAMORA.	2.60	495	1,287.00
10/21/21	CL	ATTEND PRE-DEPOSITION OF PLAINTIFF ANGEL ZAMORA; EMAIL TO A. ZAMORA RE: PRE-DEPOSITION DOCUMENTS.	1.90	495	940.50
10/21/21	CL	RECEIPT AND REVIEW COURT'S NOTICE OF FILER DEFICIENCIES RE PRO HAC AMENDMENT.	0.20	495	99.00
10/22/21	AR	REVIEW AND ANALYZE RESPONSES TO ROGS, RFAS, AND RFPS; REVIEW AGAINST PRIOR RESPONSES; DRAFT SUMMARY FOR CTL; TELECONFERENCE REGARDING THE SAME.	2.20	475	1,045.00
10/22/21	CL	EMAIL FROM FIRST LEGAL RE: DEPOSITION OF A. ZAMORA; TELEPHONE CALL TO E. MOSES RE: INCORRECT START TIME FOR THE DEPOSITION OF A. ZAMORA; TELEPHONE CALL TO M. NADAR CONFIRMING DEPOSITION START FOR A. ZAMORA; EMAIL FROM L. ANTHONY RE: ATTENDANCE AT 9 AM TOMORROW; EMAIL FROM M. NADAR REQUESTING 9 AM START TIME; TELEPHONE CALL TO A. ZAMORA CONFIRMING DEPOSITION START TIME AND PRE-DEPOSITION.	0.50	495	247.50
10/23/21	CL	EMAIL TO E. MOSES RE: REQUEST FOR ADDITIONAL DEPOSITIONS AND PERSONNEL AND PAYROLL RECORDS.	0.40	495	198.00
10/23/21	CL	CONTINUE PRE-DEPOSITION OF A. ZAMORA	1.20	495	594.00
10/23/21	CL	ATTEND DEPOSITION OF A. ZAMORA	6.50	495	3,217.50
10/23/21	CL	TELEPHONE CALL TO A. ZAMORA RE:	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		POST-DEPOSITION CALL.			
10/25/21	CL	TEXT MESSAGES TO J. GUILLEN RE: DEPOSITION OF C. PERRONE AND B. RAHMAN.	0.20	495	99.00
10/25/21	CL	TEXT MESSAGES TO G. LOAIZA RE: DEPOSITION OF C. PERRONE AND B. RAHMAN.	0.20	495	99.00
10/25/21	CL	TELEPHONE CALL WITH J. GUILLEN RE: SUPERVISOR B. RAHMAN IN PREPARATION FOR DEPOSITION OF B. RAHMAN.	0.90	495	445.50
10/25/21	CL	DRAFT DEPOSITION OUTLINE OF B. RAHMAN.	2.40	495	1,188.00
10/25/21	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. CALLS WITH PLAINTIFFS TO DISCUSS FACTS FOR MEDIATION BRIEF.	4.50	695	3,127.50
10/26/21	CL	CONTINUE DRAFTING DEPOSITION OUTLINE OF B. RAHMAN; PREPARE EXHIBITS RE: SAME.	1.10	495	544.50
10/26/21	CL	ATTEND DEPOSITION OF B. RAHMAN.	5.30	495	2,623.50
10/26/21	CL	RECEIPT AND REVIEW TEXT MESSAGE FROM J. GUILLEN RE: LIES TOLD BY B. RAHMAN AND ITEMS MISSING FROM TOOLBOXES; TELEPHONE CALL TO J. GUILLEN RE: SAME	0.50	495	247.50
10/26/21	CL	EMAIL TO C. CASCINO RE: PMK CATEGORIES AND OTHER OUTSTANDING ISSUES.	0.30	495	148.50
10/26/21	ND	REVIEW AND ANALYZE RELATED LITIGATION AND PREVIOUS SETTLEMENT IN RELATED CASE. ANALYZE OVERLAP. REVIEW CASE FILE AND COURT DOCKET.	2.50	695	1,737.50
10/27/21	CL	EMAIL FROM C. CASCINO RE: PMK DEPOSITION	0.40	495	198.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/27/21	CL	EMAIL TO C. CASCINO RE: MEDIATION AND PRODUCTION OF DOCUMENTS.	0.20	495	99.00
10/27/21	CL	DRAFT OUTLINE RE: DEPOSITION OF C. PERRONE.	1.70	495	841.50
10/27/21 10	KN	DRAFT CIVIL CASE INFO SHEET ON APPEAL; DRAFT AND FILE CERTIFICATE	2.50	750	1,875.00
10/27/21	ND	REVIEW AND ANALYZE TIME PUNCH DATA. ANALYZE PAY STUBS FOR MEAL AND REST BREAK PENALTIES. LEGAL RESEARCH REGARDING AMN HEALTHCARE DECISION AND CLASS CERTIFICATION OF MEAL BREAK CLAIMS.	4.00	695	2,780.00
10/28/21	AR	REVIEW PRIOR DISCOVERY RESPONSES AND DOCUMENTS REGARDING TIME/PAYROLL DATA; CORRESPONDENCE WITH CO-COUNSEL.	0.80	475	380.00
10/28/21	CL	CONTINUE DRAFTING DEPOSITION OUTLINE OF C. PERRONE AND PREPARE EXHIBITS 1-16.	3.30	495	1,633.50
10/28/21	CL	EMAIL AND TEXT TO J. GUILLEN RE: ADDITIONAL QUESTIONS FOR B. PERRONE	0.20	495	99.00
10/28/21	CL	EMAIL AND TEXT TO A. ZAMORA RE: ADDITIONAL QUESTIONS FOR B. PERRONE	0.20	495	99.00
10/28/21	CL	EMAIL AND TEXT TO G. LOAIZA RE: ADDITIONAL QUESTIONS FOR B. PERRONE; TELEPHONE ALL WITH G. LOAIZA RE: CHRIS PERRONE'S JOB HISTORY AND TESTIMONY	0.40	495	198.00
10/28/21	CL	ATTEND DEPOSITION VOLUME I OF C. PERRONE.	3.60	495	1,782.00
10/29/21	SB	SPEAK WITH CLIENTS IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	325	910.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/29/21	CL	REVISE JOINT STIPULATION RE CONFIDENTIALITY OF DOCUMENTS PRODUCED AT MEDIATION.	0.40	495	198.00
10/29/21	CL	EMAIL TO/FROM J. DEAN RE: MEET AND CONFER RE: AVAILABILITY OF C. PERRONE FOR VOLUME II OF DEPOSITION; EMAIL FROM/TO EVAN MOSES RE: OUTSTANDING DISCOVERY AND MEET AND CONFER.	0.90	495	445.50
10/29/21	CL	EMAIL TO/FROM C. CASINO AND E. MOSES RE: VOLUME II OF THE DEPOSITION OF C. PERRONE.	0.40	495	198.00
10/29/21	CL	EMAIL TO/FROM COURT REPORTER RE: DEPOSITION OF C. PERRONE; EMAIL TO E. MOSES RE: REMOTE; EMAIL S/TEXT TO PLAINTIFFS RE: STATUS OF C. PERRONE VOLUME II AND TESTIMONY.	0.50	495	247.50
10/29/21	CL	EMAIL TO/FROM COURT REPORTER RE: DEPOSITION OF M. RELEGADO; EMAIL TO E. MOSES RE: REMOTE LOGIN RE: DEPOSITION OF M. RELEGADO.	0.30	495	148.50
10/29/21	ND	REVIEW FACTS AND LAW. DRAFT MEDIATION BRIEF.	5.00	695	3,475.00
11/01/21	AR	REVIEW AND CATEGORIZE DOCUMENTS DEPOSITED BY DEFENDANT; DRAFT SUMMARY.	1.20	475	570.00
11/01/21	CL	EMAIL FORM N. HICKS RE: MEDIATION DOCUMENTS TO BE RECEIVED ON A ROLLING BASIS.	0.20	495	99.00
11/01/21	CL	REVIEW AND RECEIPT OF DOCUMENTS PEN 000158-000979.	1.40	495	693.00
11/01/21	CL	EMAIL TO E. LIETZOW RE: EXPERT ANALYSIS OF TIME AND PAYROLL RECORDS IN PREPARATION FOR PMK DEPOSITION NOVEMBER 17 (PEN 000158-000979).	0.90	495	445.50
11/01/21	CL	TELEPHONE CALL FROM J. GUILLEN	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RE: DEPOSITION OF C. PERRONE AND DISCUSSION WITH WITNESS CEASAR.			
11/01/21	CL	REVISE JOINT STIPULATION RE CONFIDENTIAL MEDIATION DOCUMENTS; EMAIL TO N. HICK'S RE: SAME.	0.40	495	198.00
11/01/21	CL	EMAIL TO/FROM J. DEAN RE: MEET AND CONFER RE: DISCOVERY RESPONSES, PMK DEPOSITIONS AND ADDITIONAL WITNESSES.	0.50	495	247.50
11/02/21	JH	DISCUSS RECENT DISCOVERY DISPUTE AND DEPOSITIONS WITH CL AND AJB	0.60	550	330.00
11/02/21	AR	RECEIVE AND REVIEW DOCUMENTS FROM DEFENDANT; CROSS REFERENCE AGAINST MEDIATION DATA REQUEST.	1.30	475	617.50
11/02/21	AR	REVIEW AND OUTLINE PRIOR RESPONSES TO DISCOVERY; DEVELOP TIMELINE; TELECONFERENCE WITH CTL REGARDING THE SAME.	0.80	475	380.00
11/02/21	CL	EMAIL TO/FROM J. DEAN RE: MEET AND CONFER RE: DISCOVERY RESPONSES TO REQUEST FOR ADMISSIONS, REQUEST FOR PRODUCTION AND SPECIAL INTERROGATORIES.	0.90	495	445.50
11/02/21	CL	RECEIPT AND REVIEW MEDIATION PRODUCTION; DISCUSS WITH AJ ARE: MEDIATION RE: CLASS CERTIFICATION REVIEW.	0.30	495	148.50
11/02/21	CL	EMAIL TO NORM AND AJ RE: MEDIATION DATA AND LIMITATION ON AUTO MECHANICS.	0.40	495	198.00
11/02/21	CL	DRAFT DEPOSITION OUTLINE FOR PMK1 AND JENNIFER DIERCKSMIEIER; PREPARE EXHIBITS 1-20; REVIEW AND ANALYZE DOCUMENTS PEN000158-000979.	4.70	495	2,326.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/02/21 15	KN	REVIEW DATA ISSUES AND MEMO AND DOCS FROM AJ; RESPOND	1.00	750	750.00
11/02/21	ND	REVIEW PAY STUBS FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING 226 OPINIONS, INCLUDING MAGADIA V. WAL-MART. CALL WITH PLAINTIFF GUILLEN REGARDING DFEH AND INDIVIDUAL CLAIMS. PREAP FOR MEDIATION.	4.00	695	2,780.00
11/02/21	SP	COMMUNICATION WITH CLV AND RESEARCH RE: FOIA	0.50	550	275.00
11/03/21	CL	CONTINUE DRAFTING PMK1 DEPOSITION OUTLINE; PREPARE AND REVIEW AND ANALYZE EXHIBITS 1-24.	1.60	495	792.00
11/03/21	CL	EMAIL FROM/TO J. DEAN RE: MEET AND CONFER RE: DISCOVERY RESPONSES AND TELEPHONE CONFERENCE CALL.	0.30	495	148.50
11/03/21	CL	ATTEND DEPOSITION OF J. DIERCKSMIEIER.	8.50	495	4,207.50
11/03/21	CL	DRAFT DEPOSITION OUTLINE FOR M. RELEGADO; PREPARE EXHIBITS 1-14.	3.40	495	1,683.00
11/03/21	ASC	PREPARE SHELL FOR 37-2 STIP	1.00	250	250.00
11/04/21	CL	ATTEND THE DEPOSITION OF M. RELEGADO.	5.60	495	2,772.00
11/04/21	ND	REVIEW AND REVISE MEDIATION BRIEF.	3.20	695	2,224.00
11/04/21	ASC	FINALIZE SHELL FOR 37-2 STIP AND EMAIL TO CTL FOR REVIEW	1.00	250	250.00
11/05/21	CL	TELEPHONE CALL TO J. DEAN RE: 37-1 MEET AND CONFER; EMAIL TO J. DEAN RE: SAME.	2.70	495	1,336.50
11/05/21	ASC	CORRECT 37-2 STIP	2.00	250	500.00
11/06/21	ND	LEGAL RESEARCH REGARDING PREVIOUS SETTLEMENTS WITH SIMILAR CLAIMS AND WORKWEEKS	3.30	695	2,293.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FOR MEDIATION VALUATION. COMPILE AND ANALYZE EXHIBITS TO MEDIATION BRIEF.			
11/08/21	AJB	REVIEW/REVISE MEDIATION BRIEF.	4.00	725	2,900.00
11/09/21	CL	TELEPHONE CALL FROM A. ZAMORA RE: MEDIATION AND AVAILABILITY FOR A CALL.	0.40	495	198.00
11/09/21	AJB	FINALIZE W/ EXPERT AND THEN REVIEW/ANALYZE DAMAGES/PENALTIES CHART ; RESEARCH/DRAFT/SEND SUPPL BRIEF RE PENALTIES AND CASE LAW RE PAGA SETTLEMENTS.	8.00	725	5,800.00
11/09/21	ND	REVIEW EXPERT REPORT AND NOTES AND ASSUMPTIONS. DRAFT MOU. PREPARE FOR MEDIATION.	2.80	695	1,946.00
11/10/21	CL	EMAIL FROM COURT REPORTER RE: CORRECTED TRANSCRIPT OF LOAIZA; EMAIL TO T. LE RE ADVISE RE: WHY TRANSCRIPT WAS CORRECTED.	0.30	495	148.50
11/10/21	CL	EMAIL FROM COURT REPORTER RE: CORRECTED TRANSCRIPT OF ZAMORA; EMAIL TO/FROM T. LE RE: ADVISE RE: WHY TRANSCRIPT WAS CORRECTED.	0.40	495	198.00
11/10/21	CL	EMAIL TO LOAIZA RE: CORRECTED TRANSCRIPT AND REVISIONS; ; EMAIL TO LOAIZA RE: RESPONSE FROM COURT-REPORTER RE: CORRECTED TRANSCRIPT.	0.30	495	148.50
11/10/21	CL	EMAIL TO ZAMORA RE: CORRECTED TRANSCRIPT AND REVISIONS; EMAIL TO ZAMORA RE: RESPONSE FROM COURT-REPORTER RE: CORRECTED TRANSCRIPT.	0.30	495	148.50
11/10/21	CL	TEXT TO/FROM A. ZAMORA RE: STATUS OF MEDITATION.	0.30	495	148.50
11/10/21	AJB	PREP AND APPEAR FOR MEDIATION.	12.00	725	8,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/11/21	CL	EMAIL TO E. LIETZOW RE: SETTLEMENT AND CANCELLATION OF EXPERT MEETING	0.20	495	99.00
11/11/21	AJB	REVIEW/ANALYZE ADDT'L EDITS TO MOU FROM DEFENDANT. REVIEW CORR RE MCDOWELL SETTLEMENT AND SEND DEFENDANT CORR RE SAME.	1.00	725	725.00
11/11/21	AJB	REVIEW/ANALYZE/HANDLE MOU AND DISCUSS W/ COUNSEL WRONGFUL TERM CLAIM FOR LUNA.	1.00	725	725.00
11/11/21 15	KN	REVIEW MOU AND ISSUES WITH AJ	0.50	750	375.00
11/12/21	AJB	REVIEW/ANALYZE REVISED MOU. CONFER W/ COUNSEL RE SAME. DRAFT/SEND CORR TO DEFENSE ATTORNEY RE MOU.	2.00	725	1,450.00
11/12/21	ND	REVIEW AND ANALYZE MOU TERMS. CALLS WITH FOUR PLAINTIFFS REGARDING SETTLEMENT TERMS. SEND TO PLAINTIFFS FOR SIGNATURE. FOLLOW UP CALLS AND EMAILS FOR SIGNATURES.	2.00	695	1,390.00
11/12/21	ASC	CANCEL RESERVATIONS OF COURT REPORTERS FOR DEPOSITIONS	0.50	250	125.00
11/15/21	AJB	REVIEW/ANALYZE/RESPOND TO COUNSEL RE SIGNING MOU AND HANDLING OF APPEAL.	1.00	725	725.00
11/16/21	SP	REVEIW AND ANALYZE MOTION TO STAY/ABATE.	1.90	550	1,045.00
11/17/21	AR	REVIEW FILE FOR SETTLEMENT PROCEDURE; DRAFT POST-MEDIATION STATUS UPDATE AND REQUEST TO VACATE HEARING DATES IN PAGA MATTER.	0.80	475	380.00
11/17/21 10	KN	DRAFT SETTLEMENT APPEAL FORM; FILE	0.50	750	375.00
11/18/21	CL	REVISE AND FINALIZE POST	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION STATUS REPORT.			
11/18/21	AR	REVISE AND FINALIZE POST MEDIATION STATUS REPORT, FILE AND SERVE; MULTIPLE CORRESPONDENCE REGARDING HEARING DATE.	0.70	475	332.50
11/18/21	ASC	TELEPHONE CALL WITH COURT CLERK RE VACATE MTC RESERVATION FOR 11/22/21	0.50	250	125.00
11/19/21	ASC	CONFIRM HEARING RESERVATION FOR MTC 11/22/21 VACATED	0.20	250	50.00
11/22/21	JH	REVIEW/ANALYZE MOU; RESEARCH DETAILED PROCEDURAL POSTURE OF EACH SETTLED MATTER;DISCUSS WITH KN DRAFT LONG FORM SETTLEMENT AGREEMENT	5.80	550	3,190.00
11/23/21	JH	CONTINUE AND FINISH DRAFT OF LONGFORM SETTLEMENT AGREEMENT; REVISE AS NEEDED	3.30	550	1,815.00
11/23/21 06	KN	CORRESPONDENCE TO AND FROM DEF; DISCUSS	0.40	750	300.00
11/29/21	JH	DISCUSS LONGFORM CLASS SETTLEMENT AGREEMENT WITH NBB AND REVISE ACCORDINGLY, SEND TO KN	1.50	550	825.00
11/29/21	JH	FURTHER REVIEW MOU AND COMPLAINT; DRAFT ZAMORA INDIVIDUAL SETTLEMENT AGREEMENT; SEND TO NBB AND DISCUSS	1.80	550	990.00
11/29/21	AR	REVIEW FILE FOR STATUS; DRAFT STIPULATION AND PROPOSED ORDER TO VACATE REMAINING DATES.	1.60	475	760.00
11/30/21	JH	DISCUSS INDIVIDUAL SETTLEMENT WITH NBB; REVISE ACCORDINGLY; SEND TO KN	0.40	550	220.00
11/30/21	AR	REVISE AND FINALIZE DRAFTS OF STIPULATION AND PROPOSED ORDER;	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DRAFT CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING THE SAME.			
11/30/21	AR	FINALIZE STIPULATION AND ORDER FOR FILING; CORRESPONDENCE WITH AC REGARDING THE SAME.	0.30	475	142.50
11/30/21	ASC	FILE STIP TO VACATE CLASS CERT FILING DEADLINE AND PROPOSED ORDER. SEND PROPOSED ORDER TO CHAMBERS VIA EMAIL.	1.00	250	250.00
12/02/21	CL	RECEIPT AND REVIEW DEPOSITION TRANSCRIPT OF M. REGALADO.	0.20	495	99.00
12/02/21	AR	RECEIVE AND REVIEW ORDER; MULTIPLE CORRESPONDENCE REGARDING CALENDARING IN CLASS AND PAGA MATTER; REVIEW PAGA TIMELINE.	0.50	475	237.50
12/07/21 12	KN	TELEPHONE CONFERENCE WITH COUNSEL; REVIEW STATUS AND MOU	0.40	750	300.00
12/08/21	CL	EMAIL TO/FROM N. HICKS RE: TAKING THE MOTION TO STAY OFF CALENDAR IN MCDOWELL.	0.30	495	148.50
12/09/21	CL	EMAIL FROM/TO J. DEAN RE: STATUS CONFERENCE IN MCDOWELL AND DISCUSSIONS WITH COURT.	0.30	495	148.50
12/10/21	CL	PREPARE AND ATTEND POST-MEDIATION STATUS CONFERENCE.	1.30	495	643.50
12/13/21	CL	DRAFT AND FINALIZE NOTICE TO WITHDRAW MOTION TO STAY PENDING APPEAL.	0.30	495	148.50
12/13/21	ASC	DRAFT, FILE AND SERVE VIA ONE LEGAL A NOTICE OF WITHDRAWAL OF MOTION TO STAY IN RELATED MCDOWELL CASE	2.00	250	500.00
12/22/21 10	KN	DRAFT AND FILE LETTER RE STATUS	0.60	750	450.00

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12/22/21	ASC	PREPARE DRAFT OF STIPULATION TO CONSOLIDATE	1.00	250	250.00
12/23/21	CL	EMAIL FROM J. DEAN RE: MCDOWELL GLOBAL SETTLEMENT AND APPROVAL; EMAIL TO AJ/KYLE TO DISCUSS JUDGE COHN'S PREFERENCE.	0.30	495	148.50
12/23/21	ASC	FINALIZE DRAFT OF STIP TO CONSOLIDATE AND EMAIL TO CTL/AGR FOR REVIEW	1.00	250	250.00
12/27/21	CL	...	0.30	495	148.50
12/29/21	CL	[MCDOWELL] DRAFT STIPULATION TO CONSOLIDATED COMPLAINTS.	0.90	495	445.50
12/30/21	JH	REVIEW/ANALYZE DRAFT STIP TO CONSOLIDATE AND DEFENDANT'S PROPOSED REVISIONS THERETO	0.70	550	385.00
01/03/22	JH	ADDITIONAL CORRESPONDENCE WITH DEFENSE COUNSLE AND JOINT PROSECUTION RE CONSOLIDATION	0.50	550	275.00
01/03/22	CL	EMAIL FROM J. DEAN RE: STIPULATION TO CONSOLIDATE; EMAIL FROM M. RODRIGUEZ RE: SAME.	0.50	495	247.50
01/04/22	CL	REVIEW AND ANALYZE PLAINTIFF TAYLOR'S REVISIONS TO THE STIPULATION TO CONSOLIDATE; TELEPHONE CALL TO COUNSEL FOR POSTON RE: REVISIONS TO SAME; EMAIL TO C. SWEENEY AND EDWIN RE: SAME.	0.50	495	247.50
01/05/22	CL	TEXT MESSAGE FROM J. GUILLEN REGARDING THE SETTLEMENT IN PENSKE TO DISCUSS PRELIMINARY AND FINAL APPROVAL HEARINGS.	0.20	495	99.00
01/05/22	CL	[MCDOWELL] EMAIL TO E. AIWAZIAN RE: STIPULATION TO CONSOLIDATE AND PRELIMINARY APPROVAL HEARING DEADLINE.	0.20	495	99.00
01/06/22	JH	REVIEW/ANALYZE CO-COUNSEL'S	0.30	550	165.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PROPOSED REVISIONS TO STIP.			
01/06/22	CL	[MCDOWELL] RECEIPT AND REVIEW C. SWEENEY'S REVISIONS TO STIPULATION TO CONSOLIDATE; EMAIL TO E. MOSES RE: REVISIONS TO THE STIPULATION TO CONSOLIDATE.	0.30	495	148.50
01/06/22	CL	[MCDOWELL] EMAIL FROM M. RODRIGUEZ RE: CONSOLIDATED COMPLAINT.	0.20	495	99.00
01/10/22	CL	EMAIL FROM G. SKAPIK RE: CONFERENCE CALL	0.20	495	99.00
01/11/22	CL	TELEPHONE CALL FROM J. HERMAN RE: CONFERENCE CALL WITH COUNSEL RE: LOGISTICS RELATED TO PRELIMINARY HEARING.	0.10	495	49.50
01/11/22	CL	[MCDOWELL] CONFERENCE CALL WITH ALL COUNSEL RE: STATUS OF PRELIMINARY MOTIONS, ADMINISTRATION AND DISCUSSION RE: SETTLEMENT AGREEMENTS.	0.60	495	297.00
01/11/22 15	KN	REVIEW NOTICE; DISCUSS STATUS WITH JH	0.50	750	375.00
01/13/22	CL	REVISE STIPULATION AND ORDER TO CONSOLIDATE COMPLAINT IN MCDOWELL; EMAIL TO/FROM J. DEAN RE: CONSOLIDATED COMPLAINT; EMAIL TO/FROM PLAINTIFF'S COUNSEL ONLY REGARDING REVISIONS TO SAME.	0.70	495	346.50
01/13/22	CL	REVIEW AND ANALYZE REVISIONS TO STIPULATION TO CONSOLIDATE; EMAIL FROM C. SWEENEY AND M. RODRIGUEZ RE: FURTHER REVISIONS; EMAIL TO J. DEAN RE: REVISIONS TO VERSION 9 OF THE STIPULATION.	0.60	495	297.00
01/14/22	JH	REVIEW FURTHER REVISIONS FROM DEFENDANT AND CO-COUNSEL TO STIP TO CONSOLIDATE; ADVISE TEAM	0.60	550	330.00
01/16/22	CL	REVIEW AND ANALYZE REVISIONS TO	0.60	495	297.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STIPULATION TO CONSOLIDATE; EMAIL FROM C. SWEENY AND M. RODRIGUEZ RE: FURTHER REVISIONS; EMAIL TO J. DEAN RE: REVISIONS TO VERSION 9 OF THE STIPULATION.			
01/17/22	AR	RECEIVE AND REVIEW DRAFT AMENDED COMPLAINT; COMPARE AGAINST OPERATIVE COMPLAINT FOR COVERAGE OF CLAIMS; DRAFT SUMMARY.	1.20	475	570.00
01/20/22	JH	REVIEW/ANALYZE FURTHER REVISIONS TO JOINT STIP TO CONSOLIDATE FROM CO-COUNSEL	0.40	550	220.00
01/21/22	CL	EMAIL FROM J. DEAN RE: REVISIONS TO MOU FROM COUNSEL FOR MCDOWELL.	0.20	495	99.00
01/21/22	CL	EMAIL FROM M. RODRIGUEZ RE: PLAINTIFF'S APPROVED VERSION OF THE SECOND AMENDED COMPLAINT.	0.20	495	99.00
01/21/22	CL	RECEIPT AND REVIEW STIPULATION TO CONTINUE MOTION FOR PRELIMINARY APPROVAL; EMAIL FROM G. SKAPIK RE: SAME.	0.30	495	148.50
01/24/22	CL	EMAIL FROM C. SWEENY RE: MOTION FOR PRELIMINARY APPROVAL 3/22/21.	0.20	495	99.00
01/24/22 10	KN	DRAFT LETTER RE STATUS; FILE AND SERVE WITH COURT OF APPEAL	0.60	750	450.00
01/25/22	CL	REVIEW AND ANALYZE ORDER RE: STAY PENDING APPEAL.	0.30	495	148.50
01/25/22 17	KN	REVIEW & REVISE DRAFT AGREEMENT; EMAIL TO CO-COUNSEL; EMAILS RE STIP	4.00	750	3,000.00
01/27/22 17	KN	REVIEW & REVISE AGREEMENT; EMAIL DEF	2.60	750	1,950.00
02/01/22	CL	DRAFT NOTICE OF STATUS OF SETTLEMENT AND CONSOLIDATION; REQUEST TO VACATE DEADLINE FOR DISMISSAL OF ACTION; REVIEW AND	1.40	495	693.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ANALYZE MCDOWELL CASE DOCKET AND PRIOR ORDERS IN PREPARATION FOR SAME; DISCUSS WITH KYLE RE: SAME.			
02/01/22	ASC	DOWNLOAD A COPY OF STIP TO CONTINUE MOTION FOR PRELIMINARY APPROVAL IN THE RELATED MCDOWELL CASE	0.50	250	125.00
02/02/22	ASC	UPDATE POS TEMPLATE	0.20	250	50.00
02/04/22	CL	RECEIPT AND REVIEW MINUTE ORDER RE; CONTINUING DEADLINE FOR PARTIES TO FILE FRCP 41 COMPLAINT.	0.20	495	99.00
02/09/22 15	KN	REVIEW STATUS; EMAIL COUNSEL	0.25	750	187.50
02/09/22	CL	EMAIL TO/FROM M. RODRIGUEZ RE; PROPOSAL OF SIMPLURIS RE: CLAIMS ADMINISTRATOR.	0.30	495	148.50
02/14/22	CL	EMAIL TO/FROM G. SKAPIK AND C. SWEENEY RE; STIPULATION TO CONTINUE MOTION FOR PRELIMINARY APPROVAL.	0.20	495	99.00
02/14/22	CL	RECEIPT AND REVIEW ORDER CONTINUING MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT.	0.20	495	99.00
02/16/22	RE	REVIEW FILE; FOLLOW UP W DEFENSE COUNSEL RE STATUS OF D'S REVIEW OF LONG FORM AGREEMENT	0.30	475	142.50
02/18/22	KN	DISCUSS ISSUE FROM DEF; REVIEW SCHEDULE; RESPOND	0.50	750	375.00
02/21/22	CL	TEXT MESSAGE TO/FROM J. GUILLEN RE: MOTION FOR PRELIMINARY APPROVAL; EMAIL TO J. GUILLEN RE: ORDER FROM THE COURT AND STATUS OF SETTLEMENT.	0.40	495	198.00
02/24/22 10	KN	DRAFT LETTER FOR APPEAL; RESPOND TO DEF	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/24/22	CL	DISCUSS WITH KYLE RE: STATUS OF APPEAL AND LETTER TO COURT OF APPEAL PER ORDER OF THE COURT.	0.20	495	99.00
03/01/22	CL	EMAIL FROM G. SKAPICK RE: CONFERENCE CALL RE: STIPULATION TO CONSOLIDATE AND MCDOWELL SETTLEMENT.	0.20	495	99.00
03/01/22	CL	EMAIL FROM K. NORDREHAUG AND M. RODRIGUEZ RE: CONFERENCE CALL RE: STIPULATION TO CONSOLIDATE AND MCDOWELL SETTLEMENT.	0.20	495	99.00
03/02/22	AR	RECEIVE AND REVIEW DISMISSAL ORDER; MULTIPLE CORRESPONDENCE WITH CTL REGARDING THE SAME.	0.40	475	190.00
03/02/22	CL	RECEIPT AND REVIEW MINUTE ORDER DISMISSING CASE FOR FAILURE TO FILE EXTENSION TO FRCP 41; EMAIL TO	0.30	495	148.50
03/03/22	CL	EMAIL TO E. MOSES RE: TELEPHONE CALL AND FOLLOW-UP EMAIL RE: ZAMORA DISMISSAL.	0.20	495	99.00
03/03/22	CL	EMAIL FROM J. DEAN RE: AGREEMENT THAT WE DO NOT NEED TO VACATE THE DISMISSAL IN ZAMORA.	0.20	495	99.00
03/08/22	JH	MULTIPLE CORRESPONDENCE AMONG JOINT PROSECUTION RE JOINT STIP TO CONSOLIDATE	0.40	550	220.00
03/08/22 15	KN	REVIEW STIPULATION AND SAC DRAFTS; DISCUSS WITH COUNSEL	1.00	750	750.00
03/08/22 12	KN	TELEPHONE CONFERENCE WITH COUNSEL RE SETTLEMENT ISSUES; MEMO TO FILE	0.60	750	450.00
03/15/22	JH	REVIEW/ANALYZE FINAL DRAFT OF STIP TO CONSOLIDATE	0.40	550	220.00
03/15/22 10	KN	DRAFT EXHIBITS FOR SETTLEMENT	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/22/22 10	KN	DRAFT EXHIBITS FOR SETTLEMENT	4.25	750	3,187.50
03/22/22 15	KN	REVIEW DEF REVISIONS TO THE AGREEMENTS; EMAILS TO AND FROM COUNSEL	2.00	750	1,500.00
03/28/22	JH	REVIEW/ANALYZE STIP TO SHORTEN NOTICE ON MPA	0.30	550	165.00
03/28/22 15	VR	REVIEW STATUS OF SETTLEMENT; REVIEW COURT'S ORDERS AND DOCKET; ADVISE KN	1.40	495	693.00
03/28/22 10	KN	DRAFT LETTER ON APPEAL; REVIEW REVISIONS TO SETTLEMENT DOCUMENTS; REVISE SETTLEMENT DOCUMENTS; EMAIL COUNSEL	3.00	750	2,250.00
03/28/22 10	KN	DRAFT LETTER ON APPEAL; REVIEW REVISIONS TO SETTLEMENT DOCS; REVISE SETTLEMENT DOCS	3.00	750	2,250.00
03/29/22 15	KN	REVIEW CO-COUNSEL REVISIONS TO EXHIBITS; REVISE EXHIBITS AND CIRCULATE TO DEF	1.50	750	1,125.00
03/30/22	AR	REVIEW DOCKET IN CLASS AND PAGA ACTIONS FOR STATUS OF HEARINGS/EVENTS; DRAFT SUMMARY.	0.80	475	380.00
03/31/22	JH	REVIEW/ANALYZE DRAFT MPA FROM CO-COUNSEL	0.70	550	385.00
03/31/22	AR	MULTIPLE CORRESPONDENCE REGARDING UPDATES TO COURT.	0.40	475	190.00
03/31/22	RE	PHONE CONFERENCE AND OTHER COMMUNICATIONS W PLAINTIFF ANGEL ZAMORA RE SETTLEMENT AGREEMENT AND DECLARATION IN SUPPORT OF PRELIMINARY APPROVAL/CLASS REP SERVICE AWARD REQUEST	0.50	475	237.50
03/31/22	RE	PHONE CONFERENCE AND OTHER COMMUNICATIONS W PLAINTIFF GABRIEL LOAIZA RE SETTLEMENT	0.30	475	142.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AGREEMENT AND DECLARATION IN SUPPORT OF PRELIMINARY APPROVAL/CLASS REP SERVICE AWARD REQUEST			
03/31/22	RE	PHONE CONFERENCE AND OTHER COMMUNICATIONS W PLAINTIFF JORGE GUILLEN RE SETTLEMENT AGREEMENT AND DECLARATION IN SUPPORT OF PRELIMINARY APPROVAL/CLASS REP SERVICE AWARD REQUEST	0.40	475	190.00
03/31/22	RE	PHONE CONFERENCE AND OTHER COMMUNICATIONS W PLAINTIFF MARK LUNA RE SETTLEMENT AGREEMENT AND DECLARATION IN SUPPORT OF PRELIMINARY APPROVAL/CLASS REP SERVICE AWARD REQUEST	0.40	475	190.00
03/31/22	RE	REVIEW FILE; DRAFT DECLARATION OF PLAINTIFF ANGEL ZAMORA; SEND TO CLIENT FOR REVIEW	2.50	475	1,187.50
03/31/22	RE	REVIEW FILE; DRAFT DECLARATION OF PLAINTIFF GABRIEL LOAIZA; SEND TO CLIENT FOR REVIEW	1.00	475	475.00
03/31/22	RE	REVIEW FILE; DRAFT DECLARATION OF PLAINTIFF JORGE GUILLEN; SEND TO CLIENT FOR REVIEW	1.00	475	475.00
03/31/22	RE	REVIEW FILE; DRAFT DECLARATION OF PLAINTIFF MARK LUNA; SEND TO CLIENT FOR REVIEW	2.00	475	950.00
03/31/22 17	KN	REVIEW & REVISE AGREEMENT; EMAILS WITH COUNSEL	2.50	750	1,875.00
03/31/22 10	KN	DRAFT DECLARATION ISO MPA	3.00	750	2,250.00
03/31/22 17	KN	REVIEW & REVISE MOTION FOR PRELIM APPROVAL; DISCUSS WITH CO-COUNSEL	1.50	750	1,125.00
03/31/22	ND	REVIEW AND REVISE CLIENT DECLARATIONS.	1.50	695	1,042.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/31/22	ND	REVIEW SETTLEMENT AGREEMENT FOR CONFORMITY WITH MOU. SEND TO FOUR PLAINTIFFS FOR SIGNATURES. CALLS TO DISCUSS SETTLEMENT APPROVAL PROCESS.	1.50	695	1,042.50
04/01/22	JH	MULTIPLE ADDITIONAL CORRESPONDENCE WITH CO-COUNSEL AND DEFENSE COUNSEL RE MOTION FOR PRELIMINARY APPROVAL AND SUPPORTING DOCS	0.40	550	220.00
04/01/22 17	KN	REVIEW & REVISE DECLARATION; EMAILS WITH COUNSEL RE SIGNATURES	1.75	750	1,312.50
04/01/22	KN	WORK ON MPA AND RESPOND TO EMAILS; FINALIZE EXHIBITS	2.00	750	1,500.00
04/05/22	RE	COMMUNICATIONS WITH PLAINTIFFS ZAMORA AND LUNA RE LONG FORM INDIVIDUAL AGREEMENTS	0.30	475	142.50
04/05/22 17	KN	REVIEW & REVISE INDIVIDUAL AGREEMENTS; EMAIL DEF; PREPARE FOR HEARING	1.75	750	1,312.50
04/06/22 09	KN	COURT APPEARANCE-MOTION FOR PRELIMINARY APPROVAL; PREPARE FOR HEARING; REVIEW EMAILS BETWEEN COUNSEL; RESPOND	1.30	750	975.00
04/13/22 15	KN	REVIEW FORMATTED DOCS AND EMAILS; RESPOND	0.60	750	450.00
05/02/22 10	KN	DRAFT AND FILE ABANDONMENT OF APPEAL	1.00	750	750.00
05/17/22 15	KN	REVIEW AND RESPOND TO CLASS MEMBER INQUIRIES	0.30	750	225.00

TOTAL BILLED HOURS

A.J.BHOWMIK	31.50 hr @ 725.00	\$ 22,837.50
ANDREW RONAN	72.30 hr @ 475.00	\$ 34,342.50
ADOLFO SANCHEZ CONTRERAS	10.90 hr @ 250.00	\$ 2,725.00
CHRISTINE LEVU	268.10 hr @ 495.00	\$ 132,709.50
HEATHER DROSI	16.00 hr @ 250.00	\$ 4,000.00

JEFF HERMAN	174.60 hr @ 550.00	\$ 96,030.00
JACKLAND HOM	5.25 hr @ 295.00	\$ 1,548.75
KYLE NORDREHAUG	55.75 hr @ 750.00	\$ 41,812.50
NORMAN BLUMENTHAL	11.00 hr @ 795.00	\$ 8,745.00
NICK DEBLOUW	83.10 hr @ 695.00	\$ 57,754.50
PIYA MUKHERJEE	1.00 hr @ 550.00	\$ 550.00
RICO EHMANN	41.35 hr @ 475.00	\$ 19,641.25
SCOTT BLUMENTHAL	2.80 hr @ 325.00	\$ 910.00
SERGIO PUCHE	15.50 hr @ 550.00	\$ 8,525.00
VICTORIA RIVAPALACIO	1.40 hr @ 495.00	\$ 693.00

TOTAL PROFESSIONAL SERVICES

791.75

\$432,824.50

COSTS ADVANCED

10/01/19	PAGA FILING FEE.	75.00
02/15/20	ONE LEGAL FILING FEE	1,637.36
03/30/20	KNOX ATTORNEY SERVICES	214.75
05/11/20	KNOX ATTORNEY SERVICES	239.00
05/31/20	MESSENGER - KNOX	62.80
12/04/20	FILING FEE.	463.51
01/06/21	FILING FEE.	16.20
01/14/21	FILING FEE.	37.75
01/31/21	MESSENGER - KNOX	160.75
04/13/21	HEARING RESERVATION: MOTINO TO COMPEL REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE;	61.65
04/13/21	LA COURT RESERVATION: MOITON TO COMPEL REQUEST FOR ADMISSIONS, STE ONE.	65.61
04/13/21	LA COURT RESERVATION: MOITION TO COMPEL SPECIAL INTERROGATORIES, SET ONE.	65.61
04/13/21	LA COURT RESERVATION: MOTION TO COMPEL FORM INTERROGATORIES, SET ONE (GUILLEN).	65.61
04/13/21	LA COURT RESERVATION: MOTION TO COMPEL FORM INTERROGATORIES, SET ONE (LOAIZA).	65.61
04/13/21	LA COURT RESERVATION: MOTION TO COMPEL FORM INTERROGATORIES, SET ONE (ZAMORA).	65.61

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
04/13/21	LA COURT RESERVATION: MOTION TO COMPEL COMPLIANCE WITH DEPOSITON NOTICE.	65.61
06/01/21	ONE LEGAL - FILE AND COURTESY COPY CASE MANAGEMENT STATEMENT.	48.90
06/01/21	ONE LEGAL - FILE CASE MANAGEMENT STATEMENT.	16.68
06/02/21	[PAGA] LASC FEE - RECENT LASC ORDER RE DEMURRER AND MOTION TO ABATE	5.00
06/02/21	[PAGA] LASC FEE - RECENT LASC ORDER RE DEMURRER AND MOTION TO ABATE	14.80
06/03/21	[PAGA] ONE-LEGAL - E-FILE AND COURTESY COPY OF OPPOSITION TO DEMURRER AND MOTION TO STAY	16.68
06/03/21	[PAGA] ONE-LEGAL - E-FILE AND COURTESY COPY OF OPPOSITION TO DEMURRER AND MOTION TO STAY	43.50
06/17/21	ONE LEGAL: E-FILE NOTICE OF RULING ON DEMURRE AND MOTION TO STAY	16.68
06/21/21	LA COURT CONNECT: HEARING ON DEMURRER AND MTN TO STRIKE; CASE MANAGEMENT CONFERENCE	15.00
07/19/21	FILING FEE FOR MOTIONS TO COMPEL (5 MOTIONS).	16.68
07/19/21	FILING FEE FOR MOTIONS TO COMPEL (5 MOTIONS).	16.68
07/19/21	FILING FEE FOR MOTIONS TO COMPEL (5 MOTIONS).	16.68
07/19/21	FILING FEE FOR MOTIONS TO COMPEL (5 MOTIONS).	16.68
07/19/21	FILING FEE FOR MOTIONS TO COMPEL (5 MOTIONS).	16.68
07/20/21	FILING FEE FOR MOTIONS TO COMPEL (5 TOTAL).	60.48
07/20/21	FILING FEE FOR MOTIONS TO COMPEL (5 TOTAL).	69.75
07/20/21	FILING FEE FOR MOTIONS TO COMPEL (5 TOTAL).	71.29
07/20/21	FILING FEE FOR MOTIONS TO COMPEL (5 TOTAL).	74.12
07/20/21	FILING FEE FOR MOTIONS TO COMPEL (5 TOTAL).	84.42
07/27/21	TEXT MISSING	0.30
08/16/21	APPEARANCE FEE FOR STATUS CONFERENCE.	15.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
08/27/21	KNOX - MCDOWELL - ADVANCE FEES FIRST APPEARANCE FEES FOR INTERVENORS.	1,792.20
08/31/21	LASC CHARGE - [CLASS] HEARING ON MOTION TO BE AMINTTED PRO HAC VICE	15.00
09/09/21	COURTCALL - HEARING ON MOTION TO INTERVENE.	94.00
09/22/21	FILING FEE FOR REPLY DOCUMENTS.	16.68
09/23/21	FILING FEE FOR REPLY DOCUMENTS.	16.68
09/24/21	FILING FEE FOR REPLY DOCUMENTS.	39.89
09/24/21	FILING FEE FOR REPLY DOCUMENTS.	41.95
09/24/21	FILING FEE FOR REPLY DOCUMENTS.	41.95
09/27/21	ONE LEGAL - E-FILE REPLY TO MOTION TO COMPEL.	16.68
09/28/21	FILING FEE FOR REPLY DOCUMENTS.	16.68
09/30/21	MESSENGER - KNOX	1,987.55
10/06/21	SD SUPERIOR COURT - COST FOR MOTION TO STAY ORDER.	13.60
10/06/21	SD SUPERIOR COURT - COST FOR MOTION TO STAY ORDER - RELATED.	14.20
10/26/21	TRANSCRIPT OF GABRIEL LOAIZA.	2,138.05
10/28/21	COURT REPORTING - TRANSCRIPT OF JORGE GUILLEN.	1,792.85
10/30/21	MESSENGER - KNOX	2,083.45
10/31/21	EXPERT WITNESS AND CONSULTANTS -DM&A	275.00
11/12/21	FEDERAL EXPRESS	24.74
11/12/21	TRANSCRIPT OF ANGEL ZAMORA.	3,026.35
11/15/21	REPORTER TRANSCRIPT.	230.00
11/17/21	COURT CALL - MCDOWELL MOTION HEARING.	94.00
11/18/21	FILING FEE FOR POST MEDIATION STATUS UPDATE.	16.68
11/23/21	TRANSCRIPT OF BULBUL RAHMAN	1,746.80

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
11/23/21	VIDEO OF CHRISTOPHER PERRONE.	1,256.88
11/23/21	TRANSCRIPT OF CHRISTOPHER PERRONE.	1,662.13
11/26/21	BERGER CONSULTING GROUP	5,550.00
12/03/21	COURTCALL- FURTHERE CASE MANAGMENT CONFERENCE.	94.00
12/06/21	COURT REPORTING - TRANSCRIPT OF MIGUEL REGALADO.	1,905.95
12/06/21	ONE LEGAL - FILING - [MCDOWELL] MOITON TO STAY PROCEEDINGS PENDING APPEAL.	266.13
12/07/21	COURT REPORTING - TRANSCRIPT OF JENNIFER DIERCKSMEIER.	3,176.43
02/02/22	[MCDOWELL] SAN BERNARDINO E-PAY - DOWNLOAD OF STIPULATION TO CONTINUE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT.	3.50
	TOTAL COSTS ADVANCED	<u>\$ 33,448.43</u>
TOTAL CURRENT CHARGES		<u>\$466,272.93</u>

EXHIBIT #4

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

AUGUST 4, 2022

MARK LUNA

RE: PENSKE LOGISTICS LLC
FILE NUMBER: CA2247.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/20/20	ND	REVIEW AND ANALYZE INTAKE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA.	3.00	695	2,085.00
09/22/20	ND	REVIEW CLIENT'S EMPLOYMENT FILE. CONFERENCE WITH CLIENT TO DISCUSS CLAIMS AND FACTS FOR BRIEF. REVIEW PAY STUBS FOR REGULAR RATE AND 226(A) CLAIMS.	3.90	695	2,710.50
09/23/20	ND	LEGAL RESEARCH REGARDING CLIENT'S WRONGFUL TERMINATION CLAIMS. REVIEW AND ANALYZE DOCS AND EMAILS FROM CLIENT REGARDING THE SAME.	3.50	695	2,432.50
09/24/20	ND	DRAFT ORIGINAL COMPALINT. ANALYZE FACTS AND LAW.	4.50	695	3,127.50
09/26/20	ND	DRAFT COMPLAINT. LEGAL RESEARCH REGARDING REST BREAK ON PREMISES CLAIM AND DFEH CLAIMS. CALL WITH CLIENT TO DISCUSS COMPLAINT.	5.00	695	3,475.00
10/05/20	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT CLIENT NOTES MEMO FOR INTEROFFICE USE.	2.00	695	1,390.00
10/09/20	SB	REVIEW COMPLAINT - ANALYZE,	2.80	325	910.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ADVISE ND			
11/03/20	RE	REVIEW AND ANALYZE EMPLOYMENT FILE DOCUMENTS; 1198 RESPONSE.	1.75	475	831.25
11/04/20	RE	REVIEW AND ANALYZE CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
11/04/20	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET	0.50	475	237.50
11/04/20	RE	REVIEW, EDIT AND FINALIZE CLASS ACTION COMPLAINT	2.25	475	1,068.75
11/05/20	RE	FINALIZE COMPLAINT PACKAGE; FILE CLASS ACTION COMPLAINT IN SACRAMENTO SUP. CT.	0.75	475	356.25
11/05/20	NBB	REVIEW COMPLAINT, ANALYZE, FINAL.	2.50	795	1,987.50
11/30/20	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS; CHECK DOCKET; MEMO TO FIRM RE DEPARTMENT ASSIGNMENT AND CMC HEARING STATUS.	0.75	475	356.25
12/15/20	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT FOR SERVICE OF PROCESS VIA KNOX; CHECK DOCKET TO VERIFY NO CMC HEARING STATEMENT HAS BEEN ISSUED	0.70	475	332.50
12/21/20	AR	RECEIVE AND REVIEW ORDER AND DOCUMENTS; CORRESPONDENCE REGARDING SERVICE AGREEMENT.	0.40	475	190.00
12/22/20	JH	REVIEW FILE AND CLAIMS; DISCUSS DISCOVERY WITH AJB	1.00	550	550.00
12/30/20	RE	FILE PROOF OF SERVICE OF SUMMONS; CALCULATE DISCOVERY DEADLINES; MEMO TO FIRM	0.50	475	237.50
01/07/21	RE	REVIEW FILE RE STATUS OF SERVICE; CONFER W C JOHNSON RE SERVICE ISSUES	0.50	475	237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/15/21	JH	REVIEW AND ANALYZE DEFENDANT'S NOTICE OF REMOVAL AND SUPPORTING DOCS	1.00	550	550.00
01/15/21	AR	BEGIN REVIEW AND OUTLINING OF DOCUMENTS FOR PROPOUNDING DISCOVERY.	1.00	475	475.00
01/19/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.75	475	1,306.25
01/19/21	RE	PREPARE SUMMONS AND CIVIL COVER SHEET; FINALIZE PAGA ONLY COMPLAINT PACKAGE; FORWARD TO NB	0.50	475	237.50
01/19/21	RE	FILE PAGA ONLY COMPLAINT IN SACRAMENTO SUP. CT.	0.50	475	237.50
01/26/21	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS RE PAGA ONLY ACTION; CHECK DOCKET FOR HEARINGS; MEMO TO FIRM RE INITIAL CMC AND JUDICIAL ASSIGNMENT	0.60	475	285.00
01/26/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION.	0.40	475	190.00
01/27/21	JH	FURTHER REVISE 1198.5 DOCS FOR POTENTIAL SICK PAY REG RATE CLAIM	2.00	550	1,100.00
01/28/21	AR	REVIEW AND OUTLINE COMPLAINT AND CASE NOTES; DRAFT DISCOVERY AND PMK DEPO NOTICE.	1.50	475	712.50
01/29/21	AR	TELECONFERENCE WITH HD REGARDING DISCOVERY REQUESTS AND STATUS OF PLAINTIFF.	0.50	475	237.50
01/29/21	AR	RESEARCH FILE FOR INFORMATION REGARDING ADDITIONAL COMPENSATION; UPDATE DISCOVERY.	0.80	475	380.00
02/03/21	JH	REVIEW/ANALYZE DEFENDANT'S NOTICE OF REMOVAL; RESERACH FOR MOTION TO REMAND AND BEGIN	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DRAFTING			
02/04/21	JH	CONTINUE RESERACHING FOR DRAFTING REMAND MOTION	2.00	550	1,100.00
02/05/21	AR	REVIEW CASE FILE AND PLEADINGS IN COMPANION CASE IN ADVANCE OF RULE 26F CONFERENCE.	0.50	475	237.50
02/08/21	JH	FINISH FIRST DRAFT OF MOTION TO REMAND	1.40	550	770.00
02/10/21	AR	REVIEW FILE; REVIEW AND OUTLINE ORDERS IN ADVANCE OF RULE 26F CONFERENCE.	0.80	475	380.00
02/10/21	AR	BEGIN DRAFTING OUTLINE FOR RULE 26(F) REPORT.	0.70	475	332.50
02/12/21	JH	DRAFT PROPOSED ORDER AND DECLARATION; REVISE, FINALIZE, FILE AND SERVE PLAINTIFF'S REMAND MOTION AND ALL SUPPORTING DOCS	1.50	550	825.00
02/12/21	JH	DISCUSS RULE26F CONFERENCE WITH AR	0.40	550	220.00
02/12/21	AR	REVIEW LOCAL RULES, SCHEDULING ORDER, AND CHAMBER RULES FOR REQUIREMENT IN ADVANCE OF FILING MOTION TO REMAND; DRAFT SUMMARY FOR JH.	0.60	475	285.00
02/12/21	AR	REVIEW PLEADINGS IN ADVANCE OF RULE 26(F) CONFERENCE; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING THE SAME.	1.30	475	617.50
02/15/21	AR	REVIEW FRCP; DRAFT JOINT RULE 26(F) REPORT FOR DISCUSSION WITH OPPOSING COUNSEL.	0.70	475	332.50
02/16/21	JH	DRAFT AND FILE REQUEST FOR TELEPHONIC APPEARANCE, SUPPORTING DECLARATION, AND PROPOSED ORDER	0.80	550	440.00
02/16/21	AR	MULTIPLE FOLLOW UP CORRESPONDENCE WITH OPPOSING	0.20	475	95.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COUNSEL REGARDING STATUS OF RULE 26(F) CONFERENCE.			
02/17/21	JH	REVIEW MINUTE ORDER FROM COURT VACATNG ORAL ARGUMENT ON MTN TO REMAND; CIRCULATE AND DISCUSS	0.40	550	220.00
02/17/21	AR	RECEIVE AND REVIEW NOTICE FROM COURT REGARDING REMAND.	0.20	475	95.00
02/18/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING RULE 26(F) CONFERENCE.	0.20	475	95.00
02/22/21	AR	PREPARE FOR AND CONDUCT RULE 26(F) CONFERENCE WITH OPPOSING COUNSEL.	1.00	475	475.00
02/22/21	AR	REVISE AND CIRCULATE RULE 26(F) STATEMENT TO OPPOSING COUNSEL.	0.80	475	380.00
02/22/21	AR	DRAFT ADDITIONAL DISCOVERY; FINALIZE AND SERVE.	1.30	475	617.50
02/22/21	HD	DRAFT BELAIRE WEST NOTICE	0.50	250	125.00
02/22/21	HD	RESEARCH EASTERN DISTRICT OF CALIFORNIA RULES REGARDING PROTECTIVE ORDER.	0.30	250	75.00
02/22/21	HD	CORRESPONDENCE WITH US LEGAL AND RESERVED COURT REPORTER FOR PMK DEPOSITION NOTICED FOR APRIL 22, 2021.	0.20	250	50.00
02/23/21	JH	DISCUSS RULE 26F CONFERENCE WITH AR; FURTHER REVISEDISCOVERY REQUESTS AND DISCUSS WITH AR	1.00	550	550.00
02/23/21	AR	FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING SERVICE; UPDATE SERVICE LIST.	0.40	475	190.00
03/02/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY COMPLAINT; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.75	475	356.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/03/21	AR	REVIEW CLAIMS IN LUNA AND ZAMORA FOLLOWING RULING; CORRESPONDENCE REGARDING THE SAME.	0.60	475	285.00
03/04/21	RE	FILE POS OF SUMMONS RE PAGA ONLY ACTION; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM	0.50	475	237.50
03/05/21	AR	RECEIVE AND REVIEW OPPOSITION FILED BY OPPOSING COUNSEL.	0.50	475	237.50
03/08/21	JH	REVIEW DEFENDANT'S REVISIONS TO RULE 26F CONF STMT	0.70	550	385.00
03/08/21	AR	RECEIVE AND REVIEW REVISIONS TO RULE 26(F) REPORT FROM DEFENDANT; CORRESPONDENCE REGARDING THE SAME.	0.40	475	190.00
03/09/21	AR	DRAFT FURTHER REVISIONS TO RULE 26(F) STATEMENT; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING THE SAME.	0.60	475	285.00
03/09/21	AR	RESEARCH REGARDING PROTECTIVE ORDER; CORRESPONDENCE WITH HD REGARDING MODEL.	0.50	475	237.50
03/09/21	JH	ANALYZE OPPOSITION TO MOTION TO REMAND; BEGIN DRAFTING REPLY	2.00	550	1,100.00
03/10/21	JH	CONTINUE AND FINISH DRAFTING REMAND REPLY	3.50	550	1,925.00
03/10/21	JH	DISCUSS MOTION TO REMAND WITH AJB; REVISE ACCORDINGLY	1.70	550	935.00
03/10/21	JH	REVIEW DEFENDANT'S EVIDENCE AND DRAFT OBJECTIONS THERETO	1.00	550	550.00
03/10/21	AR	REVIEW LOCAL RULES, DRAFT PROTECTIVE ORDER FOR REVIEW/COMMENT BY OPPOSING COUNSEL.	0.80	475	380.00
03/10/21	AR	REVIEW CASELAW REGARDING CLASS LIST; DRAFT FURTHER REVISIONS TO	1.20	475	570.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		JOINT REPORT; TELECONFERENCE REGARDING THE SAME.			
03/11/21	AR	COMPLETE REVISIONS TO 26(F) REPORT, BELAIRE-WEST NOTICE AND PROTECTIVE ORDER; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING THE SAME.	0.60	475	285.00
03/16/21	AR	REVIEW AND OUTLINE MINUTE ORDER REGARDING MEET AND CONFER/AMENDMENT OBLIGATIONS; DRAFT SUMMARY CORRESPONDENCE REGARDING THE SAME.	0.60	475	285.00
03/17/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY; DISCUSS WITH AJB	0.40	550	220.00
03/17/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL RE DISCOVERY	0.40	550	220.00
03/17/21	AR	RECEIVE AND REVIEW COMMENTS TO RULE 26(F) REPORT; MULTIPLE CORRESPONDENCE REGARDING BELAIRE-WEST NOTICE.	0.50	475	237.50
03/18/21	AR	REVISE AND FINALIZE DRAFT RULE 26(F) REPORT; CORRESPONDENCE WITH OPPOSING COUNSEL.	0.80	475	380.00
03/19/21	AR	RECEIVE AND REVIEW RESPONSE TO MOTION TO STRIKE BY OPPOSING COUNSEL.	0.60	475	285.00
03/22/21	AR	RECEIVE AND REVIEW FURTHER REVISIONS TO RULE 26(F) REPORT FROM OPPOSING COUNSEL; DRAFT POS, FILE AND SERVE.	1.10	475	522.50
03/23/21	AR	TELECONFERENCE REGARDING MOTION FOR REMAND AND MOTION REGARDING CLASS CLAIMS.	0.30	475	142.50
03/24/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE DEFENDANT'S DEMURRER	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/24/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEET AND CONFER EFFORTS.	0.30	475	142.50
03/25/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DEMURRER/STAY.	0.30	475	142.50
03/29/21	AR	RESEARCH CASE LAW REGARDING CONSOLIDATION; MEET AND CONFER TELECONFERENCE WITH OPPOSING COUNSEL.	0.80	475	380.00
03/29/21	AR	MULTIPLE CORRESPONDENCE REGARDING PAGA DISCOVERY.	0.50	475	237.50
03/30/21	JH	REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL; DISCUSS AND ASSESS DISCOVERY PLAN WITH AJB	0.50	550	275.00
03/30/21	AR	REVIEW STATUS OF DISCOVERY AND FRCP; CORRESPONDENCE WITH OPPOSING COUNSEL AND COURT REGARDING IDC.	0.60	475	285.00
03/30/21	AR	BEGIN REVIEW AND DRAFTING OF DISCOVERY.	0.70	475	332.50
04/01/21	JH	REVIEW AND ANALYZE DEFENDANT'S INITIAL DISCLOSURES; DISCUSS WITH AR	0.50	550	275.00
04/01/21	JH	REVIEW PLAINTIFF'S INITIAL DISCLOSURES DRAFT; DISCUSS WITH AR	0.40	550	220.00
04/01/21	AR	RECEIVE AND REVIEW DEFENDANT'S INITIAL DISCLOSURES.	0.30	475	142.50
04/01/21	AR	DRAFT, FINALIZE AND SERVE PLAINTIFF'S INITIAL DISCLOSURES.	0.80	475	380.00
04/01/21	AR	REVIEW COMPLAINT AND FILE NOTES, DRAFT PLAINTIFF'S INITIAL DISCOVERY REQUESTS AND NOTICE OF DEPOSITION FOR PAGA ACTION.	1.40	475	665.00
04/01/21	CL	EMAIL TO COURT CLERK AND CHAMBERS RE: INFORMAL	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY CONFERENCE STATEMENT IN OPPOSITION TO DEFENDANT'S REQUEST FOR STAY.			
04/02/21	AR	REVISE, FINALIZE AND SERVE PAGA DISCOVERY.	0.80	475	380.00
04/05/21	JH	DISCUSS IDC WITH CL; REVIEW AND REVISE PLAINTIFF'S STMT	0.70	550	385.00
04/05/21	AR	RESEARCH REGARDING STAY OF DISCOVERY IN ADVANCE OF IDC HEARING.	1.20	475	570.00
04/05/21	AR	TELECONFERENCE WITH CTL REGARDING IDC STATEMENT; DRAFT STATEMENT.	0.80	475	380.00
04/05/21	AR	MULTIPLE CORRESPONDENCE WITH CLERK AND JH REGARDING SERVICE OF IDC STATEMENT.	0.30	475	142.50
04/05/21	CL	DRAFT INFORMAL DISCOVERY CONFERENCE STATEMENT IN OPPOSITION TO DEFENDANT'S REQUEST FOR STAY.	4.50	495	2,227.50
04/05/21	CL	EMAIL TO COURT CLERK AND CHAMBERS RE: INFORMAL DISCOVERY CONFERENCE STATEMENT IN OPPOSITION TO DEFENDANT'S REQUEST FOR STAY.	0.20	495	99.00
04/06/21	JH	PREPARE AND APPEAR FOR IDC; DISCUSS WITH AR	0.60	550	330.00
04/06/21	AR	REVIEW AND OUTLINE MOTION FOR JUDGMENT ON THE PLEADINGS IN ADVANCE OF IDC HEARING.	0.60	475	285.00
04/06/21	AR	REVIEW IDC STATEMENT; TELECONFERENCE WITH CTL REGARDING ARGUMENTS IN SUPPORT.	0.80	475	380.00
04/06/21	AR	PREPARE FOR AND ATTEND IDC HEARING.	0.50	475	237.50
04/06/21	JH	BEGIN RESEARCHING FOR AND	3.50	550	1,925.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DRAFTING MJOP OPPOSITION			
04/06/21	CL	CONFERENCE CALL WITH A. RONAN RE: OUTLINE FOR ORAL ARGUMENT AND PROPOSED ARGUMENT IN PREPARATION FOR IDC HEARING ON REQUEST FOR STAY PENDING MOTION FOR JUDGMENT ON THE PLEADINGS.	0.40	495	198.00
04/07/21	JH	CONTINUE RESEARCHING FOR AND DRAFTING PLAINTIFF'S MJOP OPPOSITION	4.50	550	2,475.00
04/08/21	JH	FINISH DRAFTING MJOP OPPOSITION; DISCUSS WITH AJB AND REVISE ACCORDINGLY	3.60	550	1,980.00
04/09/21	JH	REVIEW CHAMBER RULES RE TELEPHONIC APPEARANCES; CORRESPONDENCE WITH DEFENSE COUNSEL RE SAME; PREPARE REQUEST FOR TELEPHONIC APPEARANCE AND PROPOSED ORDER	0.70	550	385.00
04/12/21	JH	REVISE TOC/TOA; FINALIZE AND PREPARE MJOP OPP FOR FILING	1.20	550	660.00
04/12/21	AR	MULTIPLE CORRESPONDENCE REGARDING JOINT REQUEST TO DISTRICT COURT JUDGE REGARDING DISCOVERY DISPUTES.	0.40	475	190.00
04/13/21	AR	REVIEW AND OUTLINE LOCAL RULES AND SCHEDULING ORDER; DRAFT RESPONSE TO OPPOSING COUNSEL REGARDING REQUEST FOR CLARIFICATION.	0.70	475	332.50
04/14/21	AR	REVIEW AND OUTLINE RESPONSES TO ROGS, RFAS, AND RFPS, DRAFT COMPREHENSIVE MEET AND CONFER CORRESPONDENCE WITH OPPOSING COUNSEL.	1.30	475	617.50
04/14/21	CL	REVISE AND FINALIZE NOTICE OF TELEPHONIC APPEARANCE; EMAIL TO CHAMBERS RE: PROPOSED ORDER.	0.50	495	247.50
04/15/21	JH	REVIEW AND REVISE MEET AND	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONFER LETTER; DISCUSS WITH AR			
04/16/21	JH	DISCUSS DISCOVERY WITH AR	0.50	550	275.00
04/16/21	AR	FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING SCHEDULING ORDER.	0.20	475	95.00
04/16/21	AR	REVIEW FILE FOR DOCUMENTS; DRAFT FOLLOW UP MEET AND CONFER CORRESPONDENCE WITH OPPOSING COUNSEL.	0.50	475	237.50
04/19/21	JH	REVIEW AND ANALYZE DEFENDANT'S PMK DEPO OBJECTION	0.40	550	220.00
04/19/21	AR	MEET AND CONFER WITH OPPOSING COUNSEL REGARDING DISCOVERY RESPONSE.	0.30	475	142.50
04/19/21	AR	RECEIVE AND REVIEW OBJECTION TO PMK DEPOSITION; CORRESPONDENCE REGARDING COURT REPORTER.	0.30	475	142.50
04/20/21	JH	BEGIN REVIEWING DEFENDANT'S MOTION TO TRANSFER; BEGIN RESERARCH FOR OPPOSITION	1.00	550	550.00
04/20/21	AR	TELECONFERENCE WITH OPPOSING COUNSEL REGARDING JOINT REQUEST REGARDING STAY ON DISCOVERY.	0.50	475	237.50
04/20/21	AR	RECEIVE AND REVIEW MOTION TO TRANSFER.	0.50	475	237.50
04/21/21	JH	CONTINUE REVIEW/ANALYSIS OF DEFENDANT'S MOTION TO TRANSFER; DRAFT PLAINTIFF'S OPPOSITION	6.00	550	3,300.00
04/22/21	JH	REVISE MOTION TO TRANSFER OPPOSITION; DRAFT OBJECTIONS TO EVIDENCE	1.20	550	660.00
04/22/21	JH	REVIEW AND ANALYZE DEFENDANT'S MJOP REPLY	1.50	550	825.00
04/23/21	JH	FURTHER REVISE MOTION TO TRANSFER OPPOSITION	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/27/21	AR	REVIEW DOCKET; MULTIPLE CORRESPONDENCE WITH HD REGARDING APPEARANCE.	0.50	475	237.50
04/27/21	AR	RECEIVE NOTICE OF TENTATIVE FROM OPPOSING COUNSEL; DRAFT REPLY.	0.30	475	142.50
05/03/21	JH	REVIEW MEET AND CONFER CORRESPONDENCE FROM DEFENSE COUNSEL; REVIEW FILE AND DOCKET AND DISCUSS WITH AR	0.50	550	275.00
05/04/21	AR	REVIEW ZAMORA CASE; DRAFT CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STAY OF DISCOVERY.	0.40	475	190.00
05/05/21	JH	REVIEW AND ANALYZE DEFENDANT'S PAGA DISCOVERY RESPONSES; DISCUSS WITH AR	1.20	550	660.00
05/05/21	JH	FINALIZE AND PREPARE FOR FILING PLAINTIFF'S MOTION TO TRANSFER OPPOSITION AND OBJ TO EVIDENCE	0.60	550	330.00
05/05/21	JH	REVIEW AND ANALYZE COURT ORDER VACATING ORAL ARGUMENT ON MOTION TO TRANSFER; CIRCULATE AND DISCUSS WITH TEAM	0.30	550	165.00
05/12/21	JH	REVIEW AND ANALYZE DEFENDANT'S OBJECTIONS TO PMK DEPO.; CIRCULATE	0.40	550	220.00
05/20/21	JH	REVIEW AND ANALYZE DEFENDANT'S MOTION TO TRANSFER REPLY	1.50	550	825.00
05/24/21	JH	REVIEW FILE AND DISCOVERY; DISCUSS MEET AND CONFER EFFORTS WITH AR	0.60	550	330.00
05/24/21	AR	TELECONFERENCE REGARDING STATUS OF MOTIONS TO COMPEL AND MEET AND CONFER EFFORTS FOR PAGA DISCOVERY.	0.50	475	237.50
05/25/21	JH	REVIEW MEET AND CONFER CORRESPONDENCE TO DEFENSE	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COUNSEL			
05/25/21	AR	REVIEW AND OUTLINE DISCOVERY RESPONSES; DRAFT MEET AND CONFER CORRESPONDENCE FOR PAGA MATTER.	1.20	475	570.00
05/26/21	JH	DISCUSS MAGISTRATE DISCOVERY CONFERENCE REQUIREMENTS WITH AR AND STRATEGY MOVING FORWARD	0.50	550	275.00
05/26/21	AR	TELECONFERENCE WITH JH REGARDING DISCOVERY RESPONSES IN CLASS MATTER; REVIEW DEPARTMENT RULES AND DRAFT FOLLOW UP CORRESPONDENCE TO OPPOSING COUNSEL.	0.70	475	332.50
05/28/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEET AND CONFER CALL IN PAGA MATTER.	0.30	475	142.50
05/28/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEET AND CONFER CALL IN CLASS MATTER.	0.30	475	142.50
06/02/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STATUS OF DISCOVERY RESPONSES IN CLASS AND PAGA MATTERS.	0.40	475	190.00
06/08/21	AR	MULTIPLE FOLLOW UP CORRESPONDENCE REGARDING MEET AND CONFER ON CLASS AND PAGA MATTERS.	0.40	475	190.00
06/14/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DISCOVERY IN CLASS AND PAGA MATTERS.	0.40	475	190.00
06/15/21	AR	FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING DISCOVERY RESPONSES.	0.30	475	142.50
06/16/21	AR	REVIEW AND OUTLINE PRIOR ORDERS	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		IN ZAMORA IN ADVANCE OF MEET AND CONFER TELECONFERENCE.			
06/16/21	JH	REVIEW AND ANALYZE RESPONSIVE MEET AND CONFER LETTER; DISCUSS WITH AR	1.00	550	550.00
06/17/21	AR	REVIEW AND OUTLINE MEET AND CONFER LETTER FROM OPPOSING COUNSEL; FOLLOW UP CORRESPONDENCE REGARDING TELECONFERENCE.	0.60	475	285.00
06/17/21	AR	TELECONFERENCE WITH CTL REGARDING OUTSTANDING DISCOVERY AND MEET AND CONFER POSITIONS.	0.40	475	190.00
06/18/21	AR	REVIEW PRIOR DISCOVERY, PREPARE FOR MEET AND CONFER CALL IN PAGA MATTER.	1.00	475	475.00
06/18/21	AR	MEET AND CONFER TELECONFERENCE WITH OPPOSING COUNSEL ON CLASS AND PAGA MATTERS, DRAFT SUMMARY CORRESPONDENCE REGARDING THE SAME.	1.60	475	760.00
06/23/21	AR	BEGIN DRAFTING DECLARATION IN SUPPORT OF MTCS.	1.20	475	570.00
07/02/21	AR	RECEIVE AND REVIEW SUPPLEMENTAL RESPONSES AND DOCUMENTS.	1.20	475	570.00
07/03/21	JH	REVIEW/ANALYZE DEFENDANT'S SUPPLEMENTAL DISCOVERY RESPONSES	1.00	550	550.00
07/06/21	JH	REVIEW AND ANALYE MEET AND CONFER LETTER FROM DEFENSE COUNSEL RE DISCOVERY RESPONSES	0.50	550	275.00
07/08/21	KH	(PAGA) BEGIN DRAFT OF OPPOSITION TO DEMURRER/MOTION TO STAY; MEMORNADUM OF POINTS AND AUTHORITIES; REQUEST FOR JUDICIAL NOTICE.	1.00	250	250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/09/21	JH	REVIEW/ANALYZE DEFENDANT'S SUPPLEMENTAL DISCOVERY RESPONSES; DISCUSS; DISCUSS WITH AR	1.40	550	770.00
07/09/21	AR	RECEIVE AND BEGIN REVIEW OF DISCOVERY RESPONSES; MULTIPLE CORRESPONDENCE WITH JH.	0.70	475	332.50
07/12/21	JH	RESEARCH FOR AND DRAFT DEMURRER OPPOSITION	5.00	550	2,750.00
07/15/21	JH	REVIEW/REVISE, FINALIZE AND PREPARE FOR FILING PLAINTIFF'S DEMURRER OPPOSITION	1.70	550	935.00
07/19/21	AR	MULTIPLE CORRESPONDENCE REGARDING SUPPLEMENTAL RESPONSES AND MOTION TO COMPEL DEADLINE.	0.30	475	142.50
07/21/21	JH	REVIEW/ANALYZE DEFENDANT'S DEMURRER REPLY	1.20	550	660.00
07/22/21	HD	TELEPHONE CALL TO DEPARTMENT CLERK, REGARDING APPEARANCE REQUIREMENTS FOR THE DEMURRER HEARING SCHEDULED ON 07/28/21. UPDATE EVENTS CALENDAR ACCORDINGLY.	0.20	250	50.00
07/22/21	AR	REVIEW AND OUTLINE CLASS DISCOVERY; CORRESPONDENCE REGARDING POTENTIAL SETTLEMENT.	0.50	475	237.50
07/26/21	JH	REVIEW/ANALYZE DEFENDANT'S DEMURRER REPLY	1.30	550	715.00
07/27/21	JH	REVIEW/ANAYZE THE COURT'S TENTATIVE RULING; DISCUSS WITH AJB; PREPARE FOR ORAL ARGUMENT	1.50	550	825.00
07/27/21	AR	RECEIVE AND REVIEW TENTATIVE; MULTIPLE CORRESPONDENCE REGARDING THE SAME.	0.70	475	332.50
07/27/21	AR	REVIEW AND OUTLINE PAGA DISCOVERY FOR MEET AND CONFER.	1.80	475	855.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/28/21	JH	PREPARE AND APPEAR FOR HEARING ON DEMURRER/MOTION TO STAY; DISCUSS WITH AJB; CALL WITH DEFENSE COUNSEL	2.00	550	1,100.00
07/28/21	AR	REVIEW AND OUTLINE NOTICE OF RELATED CASE; EXTRACT CASES AND DRAFT CORRESPONDENCE WITH HD REGARDING CASE REVIEW.	0.80	475	380.00
07/28/21	AR	RECEIVE AND BEGIN REVIEW OF RELATED CASES.	0.70	475	332.50
07/28/21	AR	TELECONFERENCE WITH CTL REGARDING NOTICE OF RELATED CASES.	0.50	475	237.50
07/30/21	AR	REVIEW FILE AND ORDER, DRAFT CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STAY ON MATTER AND PENDING DISCOVERY.	0.40	475	190.00
08/03/21	JH	RESEACH RE RECENT REMAND ORDERS FOR POSSIBLE NOTICE OF SUPPL AUTH	0.50	550	275.00
08/05/21	AR	RECEIVE AND REVIEW MOTION TO INTERVENE; MULTIPLE CORRESPONDENCE REGARDING THE SAME.	0.60	475	285.00
08/12/21	JH	FURTHER REVISE/ANALYZE DEFENDANT'S SUPPLEMENTAL RESPONSES AND DOCUMENT PRODUCTION; DRAFT AND SEND MEET AND CONFER CORRESPONDENCE RE SAME	2.00	550	1,100.00
08/18/21	AR	REVIEW STATUS OF DISCOVERY; DRAFT FOLLOW UP MEET AND CONFER CORRESPONDENCE.	0.40	475	190.00
08/23/21	AR	RECEIVE AND REVIEW NOTICE OF RELATED CASE, CORRESPONDENCE REGARDING THE SAME.	0.30	475	142.50
08/30/21	JH	REVIEW DEFENDANT'S NOTICE OF RELATED CASE; DRAFT OPPOSITION THERETO	0.80	550	440.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/30/21	JH	REVIEW FILE; F/U CORRESPONDENCE TO DEFENSE COUNSEL RE DISCOVERY	0.40	550	220.00
08/31/21	JH	REVIEW/ANALYZE F/U CORRESPONDENCE FROM DEFENSE COUNSEL RE POTENTIAL MEDIATION	0.40	550	220.00
08/31/21	JH	REVIEW/ANALYZE DEFENDANT'S LENGTHY RESPONSIVE MEET AND CONFER LETTER	1.00	550	550.00
08/31/21	AR	REVIEW FILE AND CALENDAR FOR STATUS; DRAFT SUMMARY CORRESPONDENCE TO JSH FOR TRANSITION.	0.20	475	95.00
09/03/21	JH	MULTIPLE CORRESPONDENCE W DEFENSE COUNSEL RE GLOBAL MEDIATION OF MATTER AND RELATED MATTERS	0.80	550	440.00
09/08/21	JH	PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL RE OUTSTANDING DISCOVERY; ADVISE TEAM	1.50	550	825.00
09/16/21	AR	REVIEW AND OUTLINE PLEADINGS FOR MEDIATION DATA REQUEST.	0.50	475	237.50
09/16/21	AR	COMPLETE REVIEW AND EXTRACTION OF RELEVANT DOCUMENTS; ESTABLISH EXHIBIT BOOK.	0.60	475	285.00
09/16/21	AR	DRAFT MEDIATION DATA REQUEST.	0.50	475	237.50
09/17/21	AR	REVISE AND FINALIZE MEDIATION DATA REQUEST; MULTIPLE CORRESPONDENCE WITH CO-COUNSEL REGARDING THE SAME.	0.70	475	332.50
10/05/21	JH	REVIEW/ANALYZE DEFENDANT'S CORRESPONDENCE RE MEDIATION DATA; DISCUSS WITH TEAM	0.50	550	275.00
10/06/21	JH	REVIEW DOCS IN FILE AND UPDATE EXHIBIT BOOK	0.50	550	275.00
10/06/21	NBB	REVIEW MOTION TO STAY, ANALYZE, ADVISE KN.	2.25	795	1,788.75

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/07/21	NBB	ANALYZE STAY MOTION AND WRIGHT ORDER. ADVISE KN.	2.50	795	1,987.50
10/08/21	NBB	REVISE STAY MOTION. FINAL. ADVISE CL.	1.25	795	993.75
10/28/21	JH	CORRESPONDENCE WITH COUNSEL IN RELATED MATTER AND DEFENSE COUNSEL RE MEDIATION DATA REQUEST	0.40	550	220.00
10/29/21	JH	REVIEW/ANALYZE DRAFT STIP. RE CONFIDENTIAL MEDIATION DATA	0.40	550	220.00
11/01/21	JH	REVIEW FURTHER REVISIONS TO STIP. RE MEDIATION DOC PRODUCTION CONFIDENTIALITY; ADDITIONAL CORRESPONDENCE WITH DEFENSE COUNSEL AND CO-COUNSEL RE SAME	0.40	550	220.00
11/02/21	JH	REVIEW/ANALYZE DEFENDANT'S MEDIATION DATA AND DOCUMENT PRODUCTION; DISCUSS MEDIATION WITH AJB	2.00	550	1,100.00
11/02/21	JH	REVIEW/ANALYZE DATA PRODUCED BY COUNSEL IN RELATED MATTER IN PREPARATION FOR MEDIATION	0.50	550	275.00
11/08/21	JH	REVIEW ANALYZE PLAINTIFFS' JOINT MEDIATION SUBMISSION	0.50	550	275.00
11/10/21	JH	REVIEW/ANALYZE DAMAGES ANALYSIS AND CORRESPONDENCE WITH DEFENSE COUNSEL RE SAME	0.50	550	275.00
11/11/21	JH	REVIEW/ANALYZE DRAFT MOU	0.40	550	220.00
11/12/21	NBB	REVIEW MOU, ANALYZE TERMS. ADVISE AJ	1.75	795	1,391.25
11/15/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL	0.10	550	55.00
11/16/21	JH	REVIEW/ANALYZE FINAL EXECUTED MOU; DISCUSS LONGFORM SETTLEMENT AGREEMENT WITH NBB	0.60	550	330.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/26/21	NBB	REVIEW SETTLEMENT AGREEMENT, ANALYZE, REVISE, SEND TO JH.	2.00	795	1,590.00
11/29/21	JH	FURTHER REVIEW MOU AND COMPLAINT; DRAFT ZAMORA INDIVIDUAL SETTLEMENT AGREEMENT; SEND TO NBB AND DISCUSS	1.50	550	825.00
11/29/21	NBB	REVIEW SETTLEMENT AGREEMENT, ANALYZE. ADVISE JH.	0.75	795	596.25
11/30/21	JH	DISCUSS INDIVIDUAL SETTLEMENT WITH NBB; REVISE ACCORDINGLY; SEND TO KN	0.40	550	220.00
12/02/21	JH	DRAFT STIP TO VACATE DATES DUE TO PARTIES' SETTLEMENT; DRAFT PROPOSED ORDER; CIRCULATE TO DEFENSE COUNSEL FOR REVIEW	0.80	550	440.00
12/03/21	JH	FINALIZE AND PREPARE STIP FOR FILING	0.20	550	110.00
12/07/21	JH	REVIEW MINUTE ORDER; CIRCULATE AND CONFER WITH CALENDAR/TEAM	0.30	550	165.00
12/13/21	JH	REVIEW/ANALYZE COURT ORDER; CIRCULATE AND ADVISE TEAM	0.40	550	220.00
01/11/22	JH	PREPARE FOR AND ATTEND CALL WITH PLAINTIFFS AND DEFENSE COUNSEL IN LUNA AND ZAMORA MATTERS; SEND CONFIRMATORY EMAIL; DISCUSS WITH KN	1.00	550	550.00
01/13/22	JH	REVIEW FILE AND DOCKET, ASSESS STATUS OF SETTLEMENT; DRAFT CMC STMT; FINALIZE AND SERVE DEFENSE COUNSEL	0.50	550	275.00
01/18/22	JH	REVIEW DRAFT SAC PREPARED BY CO-COUNSEL; CROSS REFERENCE TO LUNA COMPLAINT; REVISE ACCORDINGLY AND DISSEMINATE TO JOINT PROSECUTION	1.00	550	550.00
01/20/22	JH	REVIEW/ANALYZE FURTHER REVISIONS TO SAC FROM	0.60	550	330.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CO-COUNSEL			
01/25/22	JH	REVIEW/ANALYZE REVISIONS BY KN TO DRAFT SETTLEMENT AGREEMENT	0.40	550	220.00
01/27/22	JH	REVIEW/ANALYZE CO-COUNSEL'S REVISIONS TO DRAFT SETTLEMENT ARGEEMENT	0.70	550	385.00
01/31/22	JH	REVIEW/ANALYZE NOTICE OF REASSIGNMENT; CIRCULATE	0.20	550	110.00
03/03/22	RE	REVIEW FILE; CONFER W KN RE STATUS OF FINALIZING SETTLEMENT AGREEMENT	0.30	475	142.50
04/01/22	JH	DISCUSS WITH KN INDIVIDUAL SETTLEMENT AGREEMENTS	0.50	550	275.00
04/06/22	JH	MULTIPLE ADDITIONAL CORRESPONDENCE WITH DEFENSE AND PROSECUTION RE MPA	0.40	550	220.00
07/06/22	SP	REVIEW AND ANALYZE FILE. MEET AND CONFER WITH COUNSEL. DRAFT JOINT STATUS REPORT.	1.70	550	935.00
07/07/22	SP	REVIEW AND REVISE JOINT STATUS REPORT. ARRANGE FOR FILING.	0.90	550	495.00
<u>TOTAL BILLED HOURS</u>					
ANDREW RONAN		60.10 hr @ 475.00	\$		28,547.50
CHRISTINE LEVU		5.80 hr @ 495.00	\$		2,871.00
HEATHER DROSI		1.20 hr @ 250.00	\$		300.00
JEFF HERMAN		97.40 hr @ 550.00	\$		53,570.00
KARLA HORNE		1.00 hr @ 250.00	\$		250.00
NORMAN BLUMENTHAL		13.00 hr @ 795.00	\$		10,335.00
NICK DEBLOUW		21.90 hr @ 695.00	\$		15,220.50
RICO EHMANN		14.50 hr @ 475.00	\$		6,887.50
SCOTT BLUMENTHAL		2.80 hr @ 325.00	\$		910.00
SERGIO PUCHE		2.60 hr @ 550.00	\$		1,430.00
TOTAL PROFESSIONAL SERVICES			220.70		<u>\$120,321.50</u>

COSTS ADVANCED

11/30/20	FILING FEE.	1,677.36
01/03/21	MESSENGER - KNOX	113.35
01/14/21	FILING FEE.	100.25
01/27/21	FILING FEE	516.86
03/17/21	ONELEGAL FILING FEE	108.35
03/31/21	KNOX ATTORNEY SERVICES	132.75
07/16/21	ONELEGAL FILING	172.44
07/23/21	PACER.	1.10
09/02/21	MEDIATION FEES - MARLIN.	5,333.33
01/20/22	ONE LEGAL INVOICE - 03800209	69.49
01/20/22	ONE LEGAL INVOICE - 03800209	69.49
02/09/22	ONE LEGAL INVOICE - 03848600	69.49
02/10/22	ONELEGAL FILING	<u>69.49</u>
	TOTAL COSTS ADVANCED	<u>\$ 8,433.75</u>
TOTAL CURRENT CHARGES		<u>\$128,755.25</u>

EXHIBIT #5

Activities Export

08/04/2022
10:06 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/22/2022		Review status and emails; discuss procedure for final approval with co-counsel  Unbilled	CA1823 Penske Logistics	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
07/26/2022		Review Zamora, et al settlement agreement; review McDowell settlement agreement; review preliminary approval order; discuss with KN; begin drafting motion for attorneys fees  Unbilled	CA1823 Penske Logistics	Jeffrey Herman	1.80h	\$550.00	-	\$990.00
07/27/2022		Continue and finish first draft of fee motion; circulate to KN for review  Unbilled	CA1823 Penske Logistics	Jeffrey Herman	2.50h	\$550.00	-	\$1,375.00
07/28/2022		Review draft stip to vacate dates; advise team  Unbilled	CA1823 Penske Logistics	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
07/28/2022		Multiple correspondence regarding stipulation to vacate trial date; review docket and orders; draft multiple correspondence regarding the same.  Unbilled	CA1823 Penske Logistics	Andrew Ronan	1.00h	\$475.00	-	\$475.00
07/29/2022		Review status and issues; advise staff; review co-counsel decl and respond  Unbilled	CA1823 Penske Logistics	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
07/31/2022		Draft: Further review both settlement agreements; preliminary	CA1823 Penske Logistics	Jeffrey Herman	4.50h	\$550.00	-	\$2,475.00
					19.70h		\$0.00 0.00h	\$10,960.00 19.70h

Activities Export

08/04/2022
10:06 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		approval motion and order; preliminary approval supporting declarations; draft motion for final approval ● Unbilled						
08/01/2022	⌚	Review MFA; circulate to KN for review ● Unbilled	CA1823 Penske Logistics	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
08/01/2022	⌚	Review and revise draft motion for final approval; email counsel; revise proposed order ● Unbilled	CA1823 Penske Logistics	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
08/03/2022	⌚	Review KN revisions to Motion for Final Approval; Review procedural history of all settled actions; draft declaration in support of Motion for Final Approval; circulate to KN and discuss ● Unbilled	CA1823 Penske Logistics	Jeffrey Herman	2.50h	\$550.00	-	\$1,375.00
08/03/2022	⌚	Draft Table of Contents and Table of Authorities for Motion for Final Approval, review and finalize the same. ● Unbilled	CA1823 Penske Logistics	Heather Drosi	2.00h	\$250.00	-	\$500.00
					19.70h		\$0.00 0.00h	\$10,960.00 19.70h

EXHIBIT #6

Activities Export

08/04/2022
10:08 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/31/2022	\$	KNOX - Messenger and Filing Service ● Unbilled	CA1823 Penske Logistics	Chrystal Johnson	1.00	\$113.75	-	\$113.75
08/01/2022	\$	Filing fee - motion ● Unbilled	CA1823 Penske Logistics	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$173.75 0.00h

EXHIBIT #7

1 BLUMENTHAL NORDREHAUG BHOWMIK
2 DE BLOUW, LLP
3 Norman B. Blumenthal (SBN 068687)
4 Kyle R. Nordrehaug (SBN 205975)
5 Aparajit Bhowmik (SBN 248066)
6 Christine T. LeVu (SBN 288271)
7 Andrew G. Ronan (SBN 312316)
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Tel: 858.551.1223 | Fax: 858.551.1232
11 *Attorneys for Plaintiffs Angel Zamora, Gabriel Loaiza,*
12 *Jorge Guillen and Mark Luna*

13 *(Additional counsel on the following page)*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN BERNARDINO**

16 ERIC D. MCDOWELL, an individual; AARON
17 L. STUBBS, an individual; LEON C. WILLS,
18 and individual, and on behalf of all persons
19 similarly situated,

20 Plaintiffs,

21 v.

22 PENSKE TRUCK LEASING CO., L.P.; and
23 DOES 1 through 10 inclusive,

24 Defendants.

25 LADELL TAYLOR, as an individual, on behalf
26 of himself and all persons similarly situated,

27 Plaintiff,

28 v.

29 PENSKE LOGISTICS, LLC, a Delaware limited
30 liability company authorized to do business in
31 California; PENSKE TRUCK LEASING CO.,
32 L.P., a Delaware limited partnership authorized
33 to do business in California; and DOES 1
34 through 50 inclusive,

35 Defendants.

36 ANGEL ZAMORA, GABRIEL LOAIZA and
37 JORGE GUILLLEN, individuals, on behalf of
38 themselves and on behalf of all persons similarly
39 situated,

40 Plaintiffs,

41 vs.

Case No.: CIVDS2012273

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF ANGEL ZAMORA IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: April 6, 2022

Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

PENSKE TRUCK LEASING CO., L.P., a
Limited Partnership,

Defendant.

MARK LUNA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

PENSKE LOGISTICS LLC, a Limited Liability
Company; and DOES 1 through 50, Inclusive,

Defendants.

PHIL POSTON, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

PENSKE LOGISTICS, LLC, an unknown
business entity; PENSKE TRUCK LEASING
CO., L.P., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Additional Counsel:

GRAHAMHOLLIS, APC
Graham S.P. Hollis (SBN 120577)
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Vilmarie Cordero (SBN 268860)
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Hali M. Anderson (SBN 261816)
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3555 Fifth Avenue, Suite 200
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Tel.: 619.692.0800 | Fax: 619.692.0822
Attorneys for Plaintiff Ladell Taylor

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Tel.: (818) 265-1020 | Fax: (818) 265-1021
Attorneys for Phil Poston

SKAPIK LAW GROUP
Mark Skapik (SBN 164957)
Geraldyn Skapik (SBN 145055)
Blair J. Berkley (SBN 222293)
5861 Pine Ave. Suite A-1
Chino Hills, CA 91709
Tel.: (909) 398-4404 | Fax: (909) 398-1883
*Attorneys for Plaintiffs Eric D. McDowell, Aaron
L. Stubbs, and Leon C. Lewis*

1 I, Angel Zamora, declare as follows:

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

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

7 3. I worked as an Auto Technician for Defendant Penske Truck Leasing Co., L.P. ("Penske") in
8 California from November of 2018 to January of 2020 and I was classified by Penske as a non-exempt
9 employee during that time period.

10 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
11 experienced in both class action litigation and claims against employers for violations of the California
12 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
13 am not involved in any litigation against another member of the class in this case and my attorneys are
14 not working on my behalf in another capacity other than representing me against Penske.

15 5. I decided to file this class action lawsuit for the benefit of myself and other current
16 and former non-exempt employees who worked for Penske and be a class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was required to
18 supply my own hand tools and equipment to service and repair vehicles for Penske's customers but was
19 not reimbursed for this cost. Penske also had an unlawful rest break policy that prohibited me from
20 leaving the premises during my rest breaks. I should have been provided with duty-free rest periods free
21 from Penske's control including the ability to leave the premises if I chose to do so. From time to time I
22 also had to work during my meal breaks while clocked out to fix cars but when this occurred I did not
23 receive all the meal break penalty payments I was entitled to. Also, my wage statements were inaccurate
24 because they did not include my correct rates of pay and number of hours worked.

1 6. I filed a class action lawsuit against Penske on January 21, 2020. Before the complaint was filed
2 I spoke to my attorneys several times and discussed how Penske implemented its company policies and
3 procedures. I also assisted my attorneys in their investigation into my claims by providing them
4 documents and answering their questions. I reviewed the complaint before it was filed and after it was
5 filed I was given access to an electronic file sharing program that alerted me via email when important
6 documents were filed so that I could review them and keep up with the developments in the case which I
7 understood was one of my duties as a class representative. I would also call my attorneys from time to
8 time if I had any questions about the case. Also, on October 23, 2021, Penske took my deposition which
9 lasted all day.
10

11 7. Even though this action is in the process of settling, I was and remain prepared to
12 perform all the duties of a class representative. I understand that as a class representative I have
13 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-exempt
14 employees who worked for Penske during the class period. I have understood that as a fiduciary, I have
15 a duty to prosecute this action for the benefit of the members of the class and surrender any right to
16 compromise the group action for an individual gain.
17

18 8. I understand that being a plaintiff/class representative in this case means that I am
19 seeking damages not only for myself but also other current and/or former non-exempt employees
20 working for Penske in California. I felt that this group of current and former employees were not aware
21 of their labor law rights and even if they were they would probably be apprehensive about speaking up
22 or even simply because of the time, effort and risk involved in filing a class action lawsuit.
23

24 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
25 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part
26 of the attorney fees and costs paid by Penske to defend this lawsuit. Also, I knew there was a risk that
27 future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as
28

1 a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to
2 become aware that I sued a former employer for labor law violations. Ultimately I decided these risks
3 were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and
4 effort I spent on this case.

5
6 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
7 to date on important developments by reviewing court filings that were made available to me
8 electronically as I described above.

9
10 11. A mediation took place on November 10, 2021 with Lou Marlin, an experienced
11 mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed to
12 settle the action. I spoke with my attorneys regarding the terms of the settlement which was reached
13 between the parties and understood that I was representing absent class members and therefore wanted
14 the best possible result to be obtained for the class and I believe a very positive result was in fact
15 achieved via settlement. I reviewed and signed the Memorandum of Understanding on November 12,
16 2021 and when the final settlement papers were ready, I again spoke with my attorneys to review the
17 Settlement Agreement which I signed on March 31, 2022.

18
19 12. I have been actively involved with this class action lawsuit performing the duties described
20 above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed
21 important court filings and spent a significant amount of time on the issues presented during the lawsuit
22 and in the settlement process. I estimate that I spent approximately 60-70 hours working on this case.
23 My understanding is that future tasks may require additional hours of my time. I believe I have been
24 diligent and have done what is expected of a named plaintiff and proposed class representative to date,
25 and will continue to do so. I have and always will maintain the best interest of the class.

26
27 13. My attorneys explained to me that the settlement process involves a two-step review by
28 the Court to determine whether the settlement is fair before approving the settlement. I know this

1 process also involves notifying all class members of the settlement terms and of their rights to make a
2 claim for their settlement share, to opt out of the settlement or to object to the settlement.

3 14. I believe I did the right thing by filing this case on behalf of the class. It gives me great
4 personal satisfaction to know that I played a role in benefitting the class who are in line to receive
5 monetary payments as a result of the settlement of this case. I also believe that the requested Class
6 Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I
7 performed and the risks I undertook.

9 15. As part of the settlement it was necessary for me to sign a general release of claims I may
10 have against the Penske. I believe the Class Representative Service Payment I have requested provides
11 me with some compensation for this agreed release.

12 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a
13 former employer, the exposure to being responsible for paying Penske's costs in the event we did not
14 win the case, the reputational risk that future employers may hold this lawsuit against me, the general
15 release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class
16 Representative service payment is fair and reasonable.

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

19
20 Executed on Apr 1, 2022, at San Gabriel CA 91775.
21 (city, state)

22 
23 Angel Zamora (Apr 1, 2022 06:19 PDT)

24 Angel Zamora
25
26
27
28

EXHIBIT #8

1 BLUMENTHAL NORDREHAUG BHOWMIK
2 DE BLOUW, LLP
3 Norman B. Blumenthal (SBN 068687)
4 Kyle R. Nordrehaug (SBN 205975)
5 Aparajit Bhowmik (SBN 248066)
6 Christine T. LeVu (SBN 288271)
7 Andrew G. Ronan (SBN 312316)
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Tel: 858.551.1223 | Fax: 858.551.1232
11 *Attorneys for Plaintiffs Angel Zamora, Gabriel Loaiza,*
12 *Jorge Guillen and Mark Luna*

13 *(Additional counsel on the following page)*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN BERNARDINO**

16 ERIC D. MCDOWELL, an individual; AARON
17 L. STUBBS, an individual; LEON C. WILLS,
18 and individual, and on behalf of all persons
19 similarly situated,

20 Plaintiffs,

21 v.

22 PENSKE TRUCK LEASING CO., L.P.; and
23 DOES 1 through 10 inclusive,

24 Defendants.

25 LADELL TAYLOR, as an individual, on behalf
26 of himself and all persons similarly situated,

27 Plaintiff,

28 v.

29 PENSKE LOGISTICS, LLC, a Delaware limited
30 liability company authorized to do business in
31 California; PENSKE TRUCK LEASING CO.,
32 L.P., a Delaware limited partnership authorized
33 to do business in California; and DOES 1
34 through 50 inclusive,

35 Defendants.

36 ANGEL ZAMORA, GABRIEL LOAIZA and
37 JORGE GUILLLEN, individuals, on behalf of
38 themselves and on behalf of all persons similarly
39 situated,

40 Plaintiffs,

41 vs.

Case No.: CIVDS2012273

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF GABRIEL LOAIZA IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: April 6, 2022

Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

PENSKE TRUCK LEASING CO., L.P., a
Limited Partnership,

Defendant.

MARK LUNA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

PENSKE LOGISTICS LLC, a Limited Liability
Company; and DOES 1 through 50, Inclusive,

Defendants.

PHIL POSTON, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

PENSKE LOGISTICS, LLC, an unknown
business entity; PENSKE TRUCK LEASING
CO., L.P., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Additional Counsel:

GRAHAMHOLLIS, APC
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ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
vcordero@grahamhollis.com
Hali M. Anderson (SBN 261816)
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Monique R. Rodriguez (SBN 304223)
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Tel.: 619.692.0800 | Fax: 619.692.0822
Attorneys for Plaintiff Ladell Taylor

Edwin Aiwarzian (SBN 232943)
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Glendale, CA 92103
Tel.: (818) 265-1020 | Fax: (818) 265-1021
Attorneys for Phil Poston

SKAPIK LAW GROUP
Mark Skapik (SBN 164957)
Geraldyn Skapik (SBN 145055)
Blair J. Berkley (SBN 222293)
5861 Pine Ave. Suite A-1
Chino Hills, CA 91709
Tel.: (909) 398-4404 | Fax: (909) 398-1883
*Attorneys for Plaintiffs Eric D. McDowell, Aaron
L. Stubbs, and Leon C. Lewis*

1 I, Gabriel Loaiza, declare as follows:

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

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

7 3. I worked as an Auto Technician for Defendant Penske Truck Leasing Co., L.P. ("Penske") in
8 California from January of 2017 to October 29, 2021 and I was classified by Penske as a non-exempt
9 employee during that time period.

10 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
11 experienced in both class action litigation and claims against employers for violations of the California
12 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
13 am not involved in any litigation against another member of the class in this case and my attorneys are
14 not working on my behalf in another capacity other than representing me against Penske.

15 5. I decided to file this class action lawsuit for the benefit of myself and other current
16 and former non-exempt employees who worked for Penske and be a class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was required to
18 supply my own hand tools and equipment to service and repair vehicles for Penske's customers but was
19 not reimbursed for this cost. Penske also had an unlawful rest break policy that prohibited me from
20 leaving the premises during my rest breaks. I should have been provided with duty-free rest periods free
21 from Penske's control including the ability to leave the premises if I chose to do so. From time to time I
22 also had to work during my meal breaks while clocked out to fix cars but when this occurred I did not
23 receive all the meal break penalty payments I was entitled to. Also, my wage statements were inaccurate
24 because they did not include my correct rates of pay and number of hours worked.

1 6. I filed a class action lawsuit against Penske on January 21, 2020. Before the complaint was filed
2 I spoke to my attorneys several times and discussed how Penske implemented its company policies and
3 procedures. I also assisted my attorneys in their investigation into my claims by providing them
4 documents and answering their questions. I reviewed the complaint before it was filed and after it was
5 filed I was given access to an electronic file sharing program that alerted me via email when important
6 documents were filed so that I could review them and keep up with the developments in the case which I
7 understood was one of my duties as a class representative. I would also call my attorneys from time to
8 time if I had any questions about the case. Also, on October 14, 2021, Penske took my deposition which
9 lasted all day.
10

11 7. Even though this action is in the process of settling, I was and remain prepared to
12 perform all the duties of a class representative. I understand that as a class representative I have
13 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-exempt
14 employees who worked for Penske during the class period. I have understood that as a fiduciary, I have
15 a duty to prosecute this action for the benefit of the members of the class and surrender any right to
16 compromise the group action for an individual gain.
17

18 8. I understand that being a plaintiff/class representative in this case means that I am
19 seeking damages not only for myself but also other current and/or former non-exempt employees
20 working for Penske in California. I felt that this group of current and former employees were not aware
21 of their labor law rights and even if they were they would probably be apprehensive about speaking up
22 or even simply because of the time, effort and risk involved in filing a class action lawsuit.
23

24 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
25 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part
26 of the attorney fees and costs paid by Penske to defend this lawsuit. Also, I knew there was a risk that
27 future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as
28

1 a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to
2 become aware that I sued a former employer for labor law violations. Ultimately I decided these risks
3 were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and
4 effort I spent on this case.

5
6 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
7 to date on important developments by reviewing court filings that were made available to me
8 electronically as I described above.

9 11. A mediation took place on November 10, 2021 with Lou Marlin, an experienced
10 mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed to
11 settle the action. I spoke with my attorneys regarding the terms of the settlement which was reached
12 between the parties and understood that I was representing absent class members and therefore wanted
13 the best possible result to be obtained for the class and I believe a very positive result was in fact
14 achieved via settlement. I reviewed and signed the Memorandum of Understanding on November 14,
15 2021 and when the final settlement papers were ready, I again spoke with my attorneys to review the
16 Settlement Agreement which I signed on April 1, 2022.

17
18 12. I have been actively involved with this class action lawsuit performing the duties described
19 above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed
20 important court filings and spent a significant amount of time on the issues presented during the lawsuit
21 and in the settlement process. I estimate that I spent approximately 60-70 hours working on this case.
22 My understanding is that future tasks may require additional hours of my time. I believe I have been
23 diligent and have done what is expected of a named plaintiff and proposed class representative to date,
24 and will continue to do so. I have and always will maintain the best interest of the class.

25
26 13. My attorneys explained to me that the settlement process involves a two-step review by
27 the Court to determine whether the settlement is fair before approving the settlement. I know this
28

1 process also involves notifying all class members of the settlement terms and of their rights to make a
2 claim for their settlement share, to opt out of the settlement or to object to the settlement.

3 14. I believe I did the right thing by filing this case on behalf of the class. It gives me great
4 personal satisfaction to know that I played a role in benefitting the class who are in line to receive
5 monetary payments as a result of the settlement of this case. I also believe that the requested Class
6 Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I
7 performed and the risks I undertook.

9 15. As part of the settlement it was necessary for me to sign a general release of claims I may
10 have against the Penske. I believe the Class Representative Service Payment I have requested provides
11 me with some compensation for this agreed release.

12 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
13 my employer, the exposure to being responsible for paying Penske's costs in the event we did not win
14 the case, the reputational risk that future employers may hold this lawsuit against me, the general
15 release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class
16 Representative service payment is fair and reasonable.

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

19
20 Executed on Apr 1, 2022, at Montebello ,Ca.
21 (city, state)

22
23  (Apr 1, 2022 06:05 PDT)

24
25
26
27
28
Gabriel Loaiza

EXHIBIT #9

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Jorge Guillen and Mark Luna*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ERIC D. MCDOWELL, an individual; AARON
L. STUBBS, an individual; LEON C. WILLS,
and individual, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

PENSKE TRUCK LEASING CO., L.P.; and
DOES 1 through 10 inclusive,

Defendants.

LADELL TAYLOR, as an individual, on behalf
of himself and all persons similarly situated,

Plaintiff,

v.

PENSKE LOGISTICS, LLC, a Delaware limited
liability company authorized to do business in
California; PENSKE TRUCK LEASING CO.,
L.P., a Delaware limited partnership authorized
to do business in California; and DOES 1
through 50 inclusive,

Defendants.

ANGEL ZAMORA, GABRIEL LOAIZA and
JORGE GUILLEN, individuals, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

Case No.: CIVDS2012273

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF JORGE GUILLEN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: April 6, 2022

Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

PENSKE TRUCK LEASING CO., L.P., a
Limited Partnership,

Defendant.

MARK LUNA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

PENSKE LOGISTICS LLC, a Limited Liability
Company; and DOES 1 through 50, Inclusive,

Defendants.

PHIL POSTON, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

PENSKE LOGISTICS, LLC, an unknown
business entity; PENSKE TRUCK LEASING
CO., L.P., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Additional Counsel:

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*Attorneys for Plaintiffs Eric D. McDowell, Aaron
L. Stubbs, and Leon C. Lewis*

1 I, Jorge Guillen, declare as follows:

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

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

7 3. I worked as an Auto Technician for Defendant Penske Truck Leasing Co., L.P. ("Penske") in
8 California from March of 2016 to October 31, 2021 and I was classified by Penske as a non-exempt
9 employee during that time period.

10 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
11 experienced in both class action litigation and claims against employers for violations of the California
12 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
13 am not involved in any litigation against another member of the class in this case and my attorneys are
14 not working on my behalf in another capacity other than representing me against Penske.

15 5. I decided to file this class action lawsuit for the benefit of myself and other current
16 and former non-exempt employees who worked for Penske and be a class representative because I felt
17 that my legal rights as an employee and others like me were violated. For example, I was required to
18 supply my own hand tools and equipment to service and repair vehicles for Penske's customers but was
19 not reimbursed for this cost. Penske also had an unlawful rest break policy that prohibited me from
20 leaving the premises during my rest breaks. I should have been provided with duty-free rest periods free
21 from Penske's control including the ability to leave the premises if I chose to do so. From time to time I
22 also had to work during my meal breaks while clocked out to fix cars but when this occurred I did not
23 receive all the meal break penalty payments I was entitled to. Also, my wage statements were inaccurate
24 because they did not include my correct rates of pay and number of hours worked.

1 6. I filed a class action lawsuit against Penske on January 21, 2020. Before the complaint was filed
2 I spoke to my attorneys several times and discussed how Penske implemented its company policies and
3 procedures. I also assisted my attorneys in their investigation into my claims by providing them
4 documents and answering their questions. I reviewed the complaint before it was filed and after it was
5 filed I was given access to an electronic file sharing program that alerted me via email when important
6 documents were filed so that I could review them and keep up with the developments in the case which I
7 understood was one of my duties as a class representative. I would also call my attorneys from time to
8 time if I had any questions about the case. Also, on October 13, 2021, Penske took my deposition which
9 lasted all day.
10

11 7. Even though this action is in the process of settling, I was and remain prepared to
12 perform all the duties of a class representative. I understand that as a class representative I have
13 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-exempt
14 employees who worked for Penske during the class period. I have understood that as a fiduciary, I have
15 a duty to prosecute this action for the benefit of the members of the class and surrender any right to
16 compromise the group action for an individual gain.
17

18 8. I understand that being a plaintiff/class representative in this case means that I am
19 seeking damages not only for myself but also other current and/or former non-exempt employees
20 working for Penske in California. I felt that this group of current and former employees were not aware
21 of their labor law rights and even if they were they would probably be apprehensive about speaking up
22 or even simply because of the time, effort and risk involved in filing a class action lawsuit.
23

24 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
25 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part
26 of the attorney fees and costs paid by Penske to defend this lawsuit. Also, I knew there was a risk that
27 future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as
28

1 a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to
2 become aware that I sued a former employer for labor law violations. Ultimately I decided these risks
3 were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and
4 effort I spent on this case.

5
6 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
7 to date on important developments by reviewing court filings that were made available to me
8 electronically as I described above.

9
10 11. A mediation took place on November 10, 2021 with Lou Marlin, an experienced
11 mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed to
12 settle the action. I spoke with my attorneys regarding the terms of the settlement which was reached
13 between the parties and understood that I was representing absent class members and therefore wanted
14 the best possible result to be obtained for the class and I believe a very positive result was in fact
15 achieved via settlement. I reviewed and signed the Memorandum of Understanding on November 12,
16 2021 and when the final settlement papers were ready, I again spoke with my attorneys to review the
17 Settlement Agreement which I signed on March 31, 2022.

18
19 12. I have been actively involved with this class action lawsuit performing the duties described
20 above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed
21 important court filings and spent a significant amount of time on the issues presented during the lawsuit
22 and in the settlement process. I estimate that I spent approximately 60-70 hours working on this case.
23 My understanding is that future tasks may require additional hours of my time. I believe I have been
24 diligent and have done what is expected of a named plaintiff and proposed class representative to date,
25 and will continue to do so. I have and always will maintain the best interest of the class.

26
27 13. My attorneys explained to me that the settlement process involves a two-step review by
28 the Court to determine whether the settlement is fair before approving the settlement. I know this

1 process also involves notifying all class members of the settlement terms and of their rights to make a
2 claim for their settlement share, to opt out of the settlement or to object to the settlement.

3 14. I believe I did the right thing by filing this case on behalf of the class. It gives me great
4 personal satisfaction to know that I played a role in benefitting the class who are in line to receive
5 monetary payments as a result of the settlement of this case. I also believe that the requested Class
6 Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I
7 performed and the risks I undertook.

9 15. As part of the settlement it was necessary for me to sign a general release of claims I may
10 have against the Penske. I believe the Class Representative Service Payment I have requested provides
11 me with some compensation for this agreed release.

12 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
13 my employer, the exposure to being responsible for paying Penske's costs in the event we did not win
14 the case, the reputational risk that future employers may hold this lawsuit against me, the general
15 release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class
16 Representative service payment is fair and reasonable.

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

19
20 Executed on Apr 1, 2022, at Ontario, California.
21 (city, state)

22 *Jorge Guillen*

23 Jorge Guillen (Apr 1, 2022 05:51 PDT)

24 Jorge Guillen

EXHIBIT #10

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11 *Attorneys for Plaintiffs Angel Zamora, Gabriel Loaiza,*
12 *Jorge Guillen and Mark Luna*

13 *(Additional counsel on the following page)*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN BERNARDINO**

16 ERIC D. MCDOWELL, an individual; AARON
17 L. STUBBS, an individual; LEON C. WILLS,
18 and individual, and on behalf of all persons
19 similarly situated,

20 Plaintiffs,

21 v.

22 PENSKE TRUCK LEASING CO., L.P.; and
23 DOES 1 through 10 inclusive,

24 Defendants.

25 LADELL TAYLOR, as an individual, on behalf
26 of himself and all persons similarly situated,

27 Plaintiff,

28 v.

29 PENSKE LOGISTICS, LLC, a Delaware limited
30 liability company authorized to do business in
31 California; PENSKE TRUCK LEASING CO.,
32 L.P., a Delaware limited partnership authorized
33 to do business in California; and DOES 1
34 through 50 inclusive,

35 Defendants.

36 ANGEL ZAMORA, GABRIEL LOAIZA and
37 JORGE GUILLEN, individuals, on behalf of
38 themselves and on behalf of all persons similarly
39 situated,

40 Plaintiffs,

41 vs.

Case No.: CIVDS2012273

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF MARK LUNA IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: April 6, 2022

Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept.: S-26

PENSKE TRUCK LEASING CO., L.P., a
Limited Partnership,

Defendant.

MARK LUNA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

PENSKE LOGISTICS LLC, a Limited Liability
Company; and DOES 1 through 50, Inclusive,

Defendants.

PHIL POSTON, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

PENSKE LOGISTICS, LLC, an unknown
business entity; PENSKE TRUCK LEASING
CO., L.P., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Additional Counsel:

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Tel.: (909) 398-4404 | Fax: (909) 398-1883
*Attorneys for Plaintiffs Eric D. McDowell, Aaron
L. Stubbs, and Leon C. Lewis*

1 I, Mark Luna, declare as follows:

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

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

7 3. I worked for Defendant Penske Logistics LLC (“Penske”) in California from January of 2020 to
8 September of 2020 and I was classified by Penske as a non-exempt employee during that time period.

9 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
10 experienced in both class action litigation and claims against employers for violations of the California
11 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
12 am not involved in any litigation against another member of the class in this case and my attorneys are
13 not working on my behalf in another capacity other than representing me against Penske.

14 5. I decided to file this class action lawsuit for the benefit of myself and other current
15 and former non-exempt employees who worked for Penske and be a class representative because I felt
16 that my legal rights as an employee and others like me were violated. For example, I was paid
17 performance based non-discretionary bonus wages, such as a safety bonus, but this bonus was not
18 factored into my regular rate for purposes of calculating my correct overtime rate and as a result I was
19 underpaid overtime. Also, prior to clocking in for my shift I had to wait in line to take a mandatory
20 Covid temperature check but was not paid for this time by Penske. From time to time I also had to clock
21 out and continue to work during my meal periods. Penske did not pay me for any minimum or overtime
22 wages for this time I worked off the clock. I was also required to use my personal cell phone to respond
23 to calls and texts regarding scheduling issues but Penske failed to reimburse me for the costs associated
24 with using my cell phone for these work-related issues. Also, my wage statements were inaccurate
25
26
27
28

1 because they did not include my correct rates of pay and number of hours worked.

2 6. I filed a class action lawsuit against Penske on November 12, 2020. Before the complaint was
3 filed I spoke to my attorneys several times and discussed how Penske implemented its company policies
4 and procedures. I also assisted my attorneys in their investigation into my claims by providing them
5 documents and answering their questions. I reviewed the complaint before it was filed and after it was
6 filed I was given access to an electronic file sharing program that alerted me via email when important
7 documents were filed so that I could review them and keep up with the developments in the case which I
8 understood was one of my duties as a class representative. I would also call my attorneys from time to
9 time if I had any questions about the case.

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

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

24 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
25 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part
26 of the attorney fees and costs paid by Penske to defend this lawsuit. Also, I knew there was a risk that
27 future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as
28

1 a potential hire. As a named Plaintiff in this case it would not be difficult for a future employer to
2 become aware that I sued a former employer for labor law violations. Ultimately I decided these risks
3 were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and
4 effort I spent on this case.

5
6 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
7 to date on important developments by reviewing court filings that were made available to me
8 electronically as I described above.

9
10 11. A mediation took place on November 10, 2021 with Lou Marlin, an experienced
11 mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed to
12 settle the action. I spoke with my attorneys regarding the terms of the settlement which was reached
13 between the parties and understood that I was representing absent class members and therefore wanted
14 the best possible result to be obtained for the class and I believe a very positive result was in fact
15 achieved via settlement. I reviewed and signed the Memorandum of Understanding on November 15,
16 2021 and when the final settlement papers were ready, I again spoke with my attorneys to review the
17 Settlement Agreement which I signed on March 31, 2022.

18
19 12. I have been actively involved with this class action lawsuit performing the duties described
20 above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed
21 important court filings and spent a significant amount of time on the issues presented during the lawsuit
22 and in the settlement process. I estimate that I spent approximately 50-60 hours working on this case.
23 My understanding is that future tasks may require additional hours of my time. I believe I have been
24 diligent and have done what is expected of a named plaintiff and proposed class representative to date,
25 and will continue to do so. I have and always will maintain the best interest of the class.

26
27 13. My attorneys explained to me that the settlement process involves a two-step review by
28 the Court to determine whether the settlement is fair before approving the settlement. I know this

1 process also involves notifying all class members of the settlement terms and of their rights to make a
2 claim for their settlement share, to opt out of the settlement or to object to the settlement.

3 14. I believe I did the right thing by filing this case on behalf of the class. It gives me great
4 personal satisfaction to know that I played a role in benefitting the class who are in line to receive
5 monetary payments as a result of the settlement of this case. I also believe that the requested Class
6 Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I
7 performed and the risks I undertook.

9 15. As part of the settlement it was necessary for me to sign a general release of claims I may
10 have against the Penske. I believe the Class Representative Service Payment I have requested provides
11 me with some compensation for this agreed release.

12 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a
13 former employer, the exposure to being responsible for paying Penske's costs in the event we did not
14 win the case, the reputational risk that future employers may hold this lawsuit against me, the general
15 release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class
16 Representative service payment is fair and reasonable.

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

19
20 Executed on Apr 1, 2022, at Sacramento, CA.
21 (city, state)

22 
23 Mark Luna (Apr 1, 2022 09:33 PDT)

24 Mark Luna
25
26
27
28