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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DANIEL DOMINGUEZ, on behalf of all
Aggrieved Employees and the State of
California;

Plaintiff,

vs.

KENCO LOGISTIC SERVICES, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2105393
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

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

Hearing

Date: October 11, 2023

Time: 8:30 a.m.

Dept: 1

Complaint filed: August 18, 2020

I, Brian J. Mankin, state and declare:

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

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DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

1 **COUNSEL'S EXPERIENCE**

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

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

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). As of the end of last year, my team and I held the record for the largest
17 known PAGA-only case in California's history as of that time - a \$12.5 million-dollar court
18 approved settlement, which followed extensive litigation, summary adjudication and writs to the
19 CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior
20 Court).

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

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

employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Settlement Class, as conditionally certified by this Court, consists of all current and former hourly non-exempt employees during the Class Period of November 19, 2017, through April 24, 2023.

8. As a result of the Escalator Clause that my office negotiated, the Gross Settlement Amount increased from the time of Preliminary Approval by \$169,068.84, bringing the new Gross Settlement Amount to \$1,624,068.84. As set forth in the Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$904,087.63, after the deductions set forth in the chart below:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 1,624,068.84
Attorneys’ Fees (1/3)	\$ 541,356.28
Litigation Costs	\$ 13,624.93
Administrator Costs	\$ 10,000.00
PAGA Penalties	\$ 150,000.00
Class Representative Service Awards	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 904,087.63

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was very successful, as 99% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, as 99.8% of the Class participated in the Settlement and there were no objections.

11. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties’ arms’ length bargaining facilitated by an experienced wage and hour

1 mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the
2 fact that all but two Class Members elected to participate and no objections were submitted, the
3 presumption of fairness is justified.

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

20 **ADEQUACY OF COUNSEL AND**
21 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

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

1 and result in no payment to the class members.¹

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

6 16. It has been my experience that the benchmark for attorney fee awards in
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court
8 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
9 Agreement, Class Counsel is seeking a fee of \$541,356.28, which is one-third of the Settlement
10 Amount.

11 17. There are several additional factors why I believe that the Court should award
12 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
13 resulted in a upward adjusted common fund settlement amount of \$1,624,068.84 on behalf of
14 631 Participating Class Members, who will receive approximately \$1,430.52 each on average
15 and up to a maximum of \$4,799.82 for those employees that worked the longest during the Class
16 Period. This is a good result, especially in light of the disputed nature of the claims alleged.
17 This result was achieved by the work and success of my office, who negotiated the settlement
18 after extensive preparation, investigation, mediation, and substantial work thereafter.

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

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27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

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

4 20. Fourth, Class Counsel has been representing Plaintiff strictly on a contingency fee
5 basis. To that end, we have incurred the risk of non-recovery after investing a substantial
6 amount of time, money, and resources, and have done so since the inception of this case without
7 any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing,
8 and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a
9 small firm. While some cases result in a positive lodestar and some in a negative lodestar like
10 this case, if, despite these hardships and risks, the best my office could hope for is merely to be
11 paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious
12 risks we face when litigating contingency fee cases, and would not be incentivized to take on
13 similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end
14 with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no
15 fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-preemption,
16 being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third
17 of class actions are successful, compared to two-thirds that are defeated and result in no payment
18 to the class members.

19 21. As exemplified by the contingent nature of high risk class action litigation, I can
20 further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c)
21 an individual settlement in lieu of a class recovery, as demonstrated below:

22 **Sample of Cases with Zero Recovery for Class Counsel**

23 The following is a small sample of cases in which Plaintiff's Counsel have received zero
24 recovery on class/PAGA cases due to the company's financial condition.

- 25 • Heavily litigated Class/PAGA action that Class Counsel certified as a class,
26 prevailed on summary adjudication, fully prepared for trial and one day before the
27 start of trial, ***Defendant filed for bankruptcy, resulting in complete loss of***
28 ***attorneys fees and all costs advanced*** (*Garza v. Quality Conversation, San*

Bernardino Superior Court Case No. CIVDS1506788);

- Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No. RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927);
- In a pending matter, Class Counsel has litigated the case for over ***5 years*** with an estimated 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff on all claims for over 1,500 class members. Despite all the work invested into the matter, including preparing for an upcoming trial, the likely outcome will either be (1) defendants filing bankruptcy that will result in zero recovery, or (2) a greatly discounted settlement based on defendant's financial obstacles and ability-to-pay;
- ***Class Counsel have been forced to dismiss class and PAGA cases without any compensation or reimbursement of fees or costs due to the financial condition of Defendant***, (*Cox v. NurseLoop*, San Bernardino Superior Court Case No. CIVSB2225440; *Joyce v. GES Distribution*, Riverside Superior Court Case No. RIC1905739).
- Of course, there is also the reality that a Defendant may prevail on the merits, whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing the fee and cost award and resulting in no recovery of fees or costs.

Sample of Cases with Zero Recovery for Class Counsel

Even when my office achieves a settlement and what appears to be a "favorable" outcome, there are countless times when the fees requested by my firm still result in a ***large negative attorney fee multiplier***, including the following examples:

- **Negative 4.26 multiplier:** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel due to financial condition;
- **Negative 4.24 multiplier:** In *Sacks v. Natural Energy*, San Bernardino Superior Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative 4.24 multiplier for Class Counsel due to financial condition;
- **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case No. RIC2002410, Class Counsel’s lodestar was nearly the same amount as the gross settlement amount – thus, resulting in a negative 2.85 multiplier.

Class/PAGA Cases Converted to Small Individual Settlements

There are also many situations when my office is forced to convert matters into small individual settlements (and therein lose substantial attorneys fees) for a variety of reasons, including due the financial constraints of a defendant, or because a company may engage in a “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant engages in a reverse auction and settles a class/PAGA case with another firm that will take less (i.e., cherry picking), thereby cutting off Class Counsel’s recovery. There are indeed numerous examples of this occurring that result in an individual settlement, thereby causing my office to bear the burden of a loss in attorneys’ fees.

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

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

1 24. At my office, this case was initially handled by Peter Carlson and then
2 transitioned to Kristina Carlson while I performed the role of the supervising attorney (although I
3 primarily took over after mediation so that they can focus on handling non-settled cases in
4 litigation). Peter and Kristina Carlson’s experience is set forth in their declarations, but in sum,
5 they work exclusively with me on employment law matters and has been in practice for 9 years
6 each. Peter bills at the hourly rate of \$575/hour and Kristina at the rate of \$550/hour. I have
7 been in practice for 22 years, with most of those years handling complex litigation and for over
8 the last 15 years, my practice has almost entirely consisted of handling class action wage and
9 hour matters. My billing rate is \$775/hour. I believe these rates are consistent with Plaintiff and
10 Defense attorneys who handle complex class action litigation, if not somewhat lower.

11 25. The hourly rates above are comparable to those of other attorneys with equal or
12 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
13 indicates that the benchmark rates are: \$676/hour for an 8–10-year attorney, \$764/hour for a 11-
14 19 year attorney, and \$919/hour for a 20+ year attorney). Moreover, the Wolters Kluwer Real
15 Rate Report (“Real Rate Report”), provides directly applicable information in this regard. The
16 Real Rate Report is based on an enormous and statistically significant compilation of data. For
17 instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
18 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
19 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
20 partners and associates in major metropolitan areas. In 2018, for the southern California area,
21 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
22 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
23 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
24 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
25 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
26 reviews or other publications – instead, the Real Rate Report is based on the actual hours and
27 fees billed by law firms.

26. The table below includes a summary of the hours worked, plus additional hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter. The actual aggregated lodestar between the attorneys that worked on this case is approximately \$294,295. This results in a fair and reasonable multiplier of 1.6 based on the original Gross Settlement Amount (before the Escalator Clause was triggered) and a 1.8 multiplier based on the current Gross Settlement Amount (after the triggering of the Escalator Clause). The hours and rates are summarized in the following table, and in the declarations of counsel submitted herewith, as follows:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (22 Years)	\$775	193.3²	\$149,807.50
Kristina Carlson <i>Associate</i> (9 Years)	\$550	218.9	\$120,395.00
Peter Carlson <i>Senior Associate</i> (9 Years)	\$575	41.9	\$24,092.50
Grand Total for All Attorneys			\$294,295.00

27. Billing records for my office are attached hereto as **Exhibit “C.”** The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

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

² Includes an estimated 15 hours of additional work preparing for and attending the hearing, as well as 20 hours in anticipated work to be performed after the final approval, particularly in light of the payment plan, as it will require considerable more work with counsel, administrator, and Class Members.

1 mediation fees, expert fees, and other incidental expenses directly related to this action. My
2 firm's expenses through the final approval hearing are estimated to be \$13,624.93, which
3 includes filing this motion, process/server costs, and service expenses (see the itemized statement
4 of these costs attached hereto as Exhibit "D"). Since the Settlement Agreement provided for
5 capped costs up to \$25,000, the savings of over \$11,000 will be placed in the Net Settlement
6 Amount for distribution to the Participating Class Members. Defendant does not oppose this
7 request for costs.

8 REASONABLENESS OF REQUESTED SERVICE AWARDS

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

17 SUBMISSION TO THE LWDA

18 30. The Motion and declarations, including the Settlement Agreement, have
19 concurrently been submitted to the LWDA. (See Exhibit "E").

20 EXHIBITS AND CONCLUSION

21 31. A true and correct copy of the Class Action and PAGA Settlement Agreement and
22 Release of Claims (the "Settlement Agreement") is attached hereto as Exhibit "A."

23 32. A true and correct copy of the Order granting preliminary approval is attached
24 hereto as Exhibit "B."

25 33. A true and correct copy of the combined billing records for Ms. Carlson,
26 Mr. Carlson and me are attached as Exhibit "C."

27 34. Attached hereto as Exhibit "D" is a true and correct copy of an itemized statement
28 of my firm's litigation costs.

35. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit "E."

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 14, 2023, at Riverside, California.

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

EXHIBIT “A”

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

DANIEL DOMINGUEZ, on behalf of all
Aggrieved Employees and the State of
California;

Plaintiff,

vs.

KENCO LOGISTIC SERVICES, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2105393
*[Assigned to Hon. Judge Craig Riemer, Dept
1, for all purposes]*

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

This Class Action Settlement Agreement and Release of Claims is entered into by and
between Plaintiff Daniel Dominguez, individually and on behalf of all others similarly situated,
and on behalf of the State of California, and Defendant Kenco Logistic Services, LLC and is

approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Dominguez v. Kenco Logistic Services, LLC, et al.*, Riverside County Superior Court, Case No. CVRI2105393

2. "Aggrieved Employee(s)" means all current and former non-exempt (hourly paid) employees employed by Defendant in California at any time during the PAGA Period.

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

4. "Class" is defined all current and former non-exempt (hourly paid) employees employed by Defendant in California at any time during the Class Period.

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

6. "Class Counsel" refers to Brian Mankin and Kristina Bui Carlson of Lauby, Mankin & Lauby LLP.

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

8. "Class Period" is deemed to be any time during the period of November 19, 2017, through April 24, 2023.

9. "Class Representative" or "Plaintiff" means and refers to Plaintiff Daniel Dominguez.

10. "Complaint" refers to the PAGA representative action complaint filed in the Riverside Superior Court on November 19, 2021, as well as the operative first amended complaint to incorporate related class causes of action that was filed on May 9, 2022.

11. "Court" (or "Judge") means the California Superior Court, County of Riverside.

12. "Defendant" means and refers to Kenco Logistic Services, LLC.

13. "Defendant's Counsel" or "Defense Counsel" means and refers to Gordon Rees

1 Scully Mansukhani, LLP.

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

11 15. “Escalator Clause:” Defendant represents that there are approximately 608 Class
12 Members, who collectively worked a total of approximately 44,000 Workweeks during the Class
13 Period. If the total count of 44,000 Workweeks (as contained in the Class Data) increases by
14 more than 10% of this number (*i.e.*, above 48,400 Workweeks), then the Settlement Amount
15 shall increase by \$33.06 for each Workweek above 48,400.

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

19 17. “Individual Class Payment” refers to each Participating Class Members share of
20 the Net Settlement Amount, as further discussed in Paragraph 49(c) below.

21 18. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
22 PAGA Penalties, as further discussed in Paragraph 49(c) below.

23 19. “Settlement Amount” is \$1,455,000.00, subject to the Escalator Clause and
24 exclusive of Defendant’s obligation to fund its share of payroll taxes, as further discussed in
25 Paragraph 49(c) below.

26 20. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(b)
27 below.

28 21. “Notice” means the notice of proposed class settlement that will be sent to the

1 Class Members and which will advise each Class Member of the settlement and his or her
2 estimated “Individual Settlement Amount” and will further advise of the setting of a Final
3 Approval Hearing.

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

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

8 24. “Objecting Class Member” means a Class Member, other than Plaintiff, who
9 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 67(c)
10 below.

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

15 26. “PAGA Period” is deemed to be any time during the period of November 19,
16 2020, through April 24, 2023.

17 27. “PAGA Released Claims” means any and all PAGA claims that Plaintiff alleged
18 against the Released Parties, on behalf of themselves and the State of California, based on the
19 facts stated in the operative Complaint in the Action and in the LWDA notice letter(s), including
20 all PAGA claims seeking civil penalties that premised upon (a) failure to pay minimum wages,
21 (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest
22 breaks, (e) failure to pay vested vacation upon separation of employment, (f) failure to reimburse
23 business expenses, (g) failure to failure to timely pay wages each pay period and upon separation
24 of employment, and (h) failure to provide accurate itemized wage statements. The time period
25 governing the PAGA Released Claims shall be any time during the PAGA Period.

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

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

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

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

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

33. “Released Class Claims” or “Class Claims” by the Participating Class Members upon Final Approval of the Settlement will include all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation upon separation of employment, (f) failure to reimburse business expenses, (g) failure to failure to timely pay wages each pay period and upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint.

34. “Released Parties” means Defendant, and all of its past and present officers, directors, and employees.

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

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

3 37. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 70(a)
4 below.

5 38. “Service Payment” or “Service Award” means the amount approved by the Court
6 to be paid to Class Representative Daniel Dominguez in addition to his Individual Settlement
7 Payment as a Participating Class Member and individual PAGA payment as an Aggrieved
8 Employee.

9 39. “Settlement Administrator” means and refers to Phoenix Class Action
10 Administration Solutions, the third-party class action settlement administrator agreed to by the
11 Parties, that will provide the Notice to the Class Members and distribute the settlement amounts
12 as described in this Agreement.

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

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

27 **B. General Terms**

28 42. On November 19, 2021, Plaintiff filed a representative PAGA action in the

1 Riverside Superior Court. On or about May 9, 2022, Plaintiff filed the operative First Amended
2 Complaint that added related class claims to the action.

3 43. Defendant denies Plaintiff's claims and allegations and contends that the Action is
4 not suitable for class certification.

5 44. The Class Representatives believe they can proceed with the representative and
6 class claims, that the Action is meritorious, and that class certification is appropriate.

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

18 46. On January 18, 2023, Plaintiff and Defendant participated in a full-day mediation
19 with Jeffrey Krivis, Esq., a well-respected wage-and-hour mediator. At the conclusion of
20 mediation and extensive arms-length negotiations, the Parties reached a global settlement and
21 entered into a Memorandum of Understanding.

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

26 48. Stipulation for Class Certification. For settlement purposes only, Defendant will
27 stipulate that the Class Members described herein who do not Request Exclusion from the Class
28 may be conditionally certified as a Class. This stipulation to certification is in no way an

admission that class action certification is proper and shall not be admissible in this action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves their rights and declares that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay its share of payroll taxes on the wage portion of the Individual Class Payments, which is the maximum amount that will be paid by Defendant and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Settlement Administration Costs, and PAGA Penalties.

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

(c) The Individual Class Payment for each Class Member will be calculated by the Settlement Administrator using the Class Data provided by Defendant as follows. Compensable workweeks will be all Weeks Worked by the Class Members during the Class Period. The dollars per compensable work week will be calculated by dividing the total Weeks

1 Worked by Class Members into the Net Settlement Amount to determine a per work week value
2 (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks
3 Worked by a Participating Class Member during the Class Period to determine the distribution
4 for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the
5 Settlement Administrator shall proportionately increase the Individual Class Payments for each
6 Participating Class Member so that the amount actually distributed to Participating Class
7 Members equals 100% of the Net Settlement Amount.

8 (d) Allocation of Individual Class Payments: The Individual Class Payments
9 to Participating Class Members will be allocated as follows: 15% will be allocated as wages
10 subject to withholding of all applicable local, state and federal taxes; and 85% will be allocated
11 for interest and statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210,
12 226) from which no taxes will be withheld. The Settlement Administrator will issue to each
13 Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms
14 with respect to the wage allocation and a Form 1099 with respect to the penalties and interest
15 allocations.

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

27 (f) Attorneys’ Fees and Costs Award: Defendant agrees to not oppose a
28 request by Class Counsel to the Court for an award of attorneys’ fees of one-third of the

1 Settlement Amount (\$485,000), plus reasonable litigation costs not to exceed \$25,000
2 (“Attorney’s Fees and Cost Award”). Defendant agrees not to oppose any contention by Class
3 Counsel that attorneys’ fees should be based on the common fund theory. The Attorney’s Fee
4 and Cost Award shall be paid from the Settlement Amount, and, except for this award,
5 Defendant shall have no further obligation to pay any attorneys’ fees, costs or expenses to Class
6 Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the
7 difference shall be added to the Net Settlement Amount to be distributed to the Participating
8 Class Members. Any Court order awarding less than the amount sought by Class Counsel shall
9 not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The
10 Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount
11 of attorneys’ fees and costs awarded by the Court.

12 (g) Settlement Administration Costs: The fees and other charges of the
13 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$10,000,
14 unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement
15 Administration Costs shall be paid from the increased Settlement Amount, subject to Court
16 approval), or (2) as otherwise approved by all Parties and the Court.

17 (h) PAGA Penalties: The Parties agree that \$150,000 is allocated to PAGA
18 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
19 amount, \$112,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
20 Private Attorney General Act of 2004 (“PAGA”) and \$37,500 (25%) will form the Individual
21 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
22 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
23 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
24 Settlement.

25 (i) Tax Liability: Class Counsel and Defendant make no representations as to
26 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the
27 Class Members are not relying on any statement or representation by Class Counsel or Defendant
28 in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and

1 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
2 their respective Individual Class Payments and Individual PAGA Payments, described herein.
3 Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the
4 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
5 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
6 set forth in this Section may be modified in a manner to bring Defendant into compliance with
7 any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand
8 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
9 on their respective payments described herein.

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

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

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

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

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

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

23 51. Each Participating Class Member will be deemed to have made the foregoing
24 Release as if by manually signing it.

25 52. Class Representatives, on behalf of themselves and the Class, acknowledge and
26 agree that the claims for unpaid wages and untimely payment of wages in the Action are
27 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
28 them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that

1 California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code §
2 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any
3 release of any claim or right on account of wages due, or to become due, or made as an advance
4 on wages to be earned, unless payment of those wages has been made.”

5 **E. Release of PAGA Claims**

6 53. Upon entry of the Final Approval Order and Defendant’s funding of the
7 Settlement Amount, Plaintiff – in their individual capacity and on behalf of the State of
8 California and LWDA – shall completely release and discharge the Released Parties from the
9 PAGA Released Claims for the PAGA Period.

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

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

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

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

27 57. Without limiting the generality of the foregoing, this general release by Plaintiff
28 includes all federal, state and local statutory claims, federal and state common law claims

(including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendants' right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other penalties recoverable for such claims under PAGA.

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

10 59. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
11 Section 1542 of the Civil Code of the State of California and does so understanding and
12 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
13 of the State of California states:

14
15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
16 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
17 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
18 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
19 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
20 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
21 OR RELEASED PARTY.

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

that may not be released by law.

G. Interim Stay of Proceedings

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

H. Notice Process

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

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

63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the

1 U.S. Postal Service's National Change of Address List. The Class Data provided to the
2 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
3 except as required by applicable tax authorities, pursuant to Defendant's express written consent,
4 or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,
5 nothing herein shall prevent Class Counsel from communicating with Class Members regarding
6 the Action and Settlement.

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

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

23 66. Returned Notice Packets. The Settlement Administrator will take steps to ensure
24 that the Notice Packet is received by all Class Members, including utilization of the National
25 Change of Address Database maintained by the United States Postal Service to review the
26 accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class
27 Member for whom an updated address is located within ten (10) calendar days following both
28 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.

1 The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the
2 Class Member that the exclusion (opt-out) request or objection must be returned by the later of
3 the Response Deadline or fifteen (15) days after the remailing of the Notice Packet.

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

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

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

25 70. Class Members' Rights. Each Class Member will be fully advised of the
26 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion
27 from the Class Claims portion of the Settlement. The Notice Packet will inform the Class
28 Members of the Court-established deadlines for filing objections or requesting exclusion from

the Settlement in accordance with the following guidelines:

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

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

(c) Objections to Settlement. Any Class Member, other than Plaintiff, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement by completing the Objection Form provided within the Notice Packet. Any Class Member that intends to object must mail the Objection Form to the Settlement Administrator. The Objection Form must be postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made

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

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

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

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

24 71. Funding of the Settlement Amount. Defendant shall deposit the Settlement
25 Amount with the Settlement Administrator within thirty (30) days after the Effective Date.

26 72. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
27 Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class
28 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved

Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representatives, the payment to the LWDA for PAGA Penalties, mail to the Aggrieved Employees their portion of the PAGA Penalties, and will pay itself the Settlement Administration Costs.

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

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

b. If any Aggrieved Employee's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Aggrieved Employee.

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

2 74. Promptly after execution of this Agreement, Plaintiff will move the Court for
3 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
4 accomplishing the following:

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

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

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

11 (d) Preliminarily approving this Settlement;

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

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

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

15 75. In connection with the Final Approval Hearing provided for in this Agreement,
16 Class Counsel shall submit a proposed Final Approval Order:

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

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

23 (c) Entering judgment approving settlement.

24 **K. Voiding the Agreement**

25 76. If the Court fails or refuses to issue the Final Approval Order or fails to approve
26 any material condition of this Agreement which effects a fundamental change of the Settlement,
27 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
28 option of either Party.

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

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

8 **L. Other Terms**

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

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

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

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

26 83. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class
27 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were
28 asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle

1 and compromise the matters at issue in the Complaint to avoid further substantial expense and
2 the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken
3 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
4 in the defenses that it has asserted or could assert against Plaintiff, have determined that it is
5 desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and
6 conditions set forth in this Agreement.

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

19 85. No Publicity. The Parties will not publicize the Settlement or disclose it to third
20 parties prior to the Court granting Preliminary Approval, except as required or necessary to
21 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and
22 Class Representatives agree that they will not discuss the Settlement with the media, any
23 settlement and verdict reporting service, any social media postings or other Internet postings.
24 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
25 other case materials in the Action related to seeking and obtaining Court approval of this
26 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
27 Members or their representatives about this Settlement, including through the posting of Court-
28 filed documents on Class Counsel's websites for access solely by the Class Members, or to

1 prevent the Parties or their representatives from communicating with financial or legal advisors
2 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
3 the Action has been settled on terms mutually agreeable to the Parties.

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

8 *To the Class:*

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

15 *To Defendant:*

16 Mark S. Posard, Esq.
17 *mposard@grsm.com*
18 Gordon Rees Scully Mansukhani, LLP
19 3 Parkcenter Drive, Suite 200
20 Sacramento, CA 95825
21 Tel: (916) 565-2900 | Fax: (916) 920-4402

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

88. Captions and Interpretations. Paragraph titles or captions contained herein are
inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

1 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
2 contractual and not merely a recital.

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

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

14 91. Choice of Law. This Settlement Agreement shall be governed by and construed,
15 enforced and administered in accordance with the laws of the State of California, without regard
16 to its conflicts-of-law rules.

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

22 93. Binding On Assigns. This Agreement shall be binding upon and inure to the
23 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
24 successors and assigns.

25 94. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
26 because the members of the Class are numerous, it is impossible or impractical to have each
27 Class Member execute this Agreement. The Notice Packet will advise all Class Members of the
28

binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

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

Dated: March 29, 2023

PLAINTIFF AND CLASS REPRESENTATIVE,
individually and on behalf of other aggrieved employees:


Daniel Dominguez (Mar 29, 2023 16:22 PDT)

Daniel Dominguez

Dated: March ___, 2023

DEFENDANT KENCO LOGISTICS

By: Scott Mayfield, Chief Administration Officer

APPROVED AS TO FORM:

Dated: March 29, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP


Brian J. Mankin
Attorneys for Plaintiff

Dated: March ___, 2023

DEFENSE COUNSEL:
GORDON REES SCULLY MANSUKHANI, LLP

Mark S. Posard, Esq.
Attorneys for Defendant

[END OF DOCUMENT]

1 binding nature of the release provided herein and such shall have the same force and effect as if
2 this Agreement were executed by each Class Member.

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

8
9 Dated: March __, 2023

PLAINTIFF AND CLASS REPRESENTATIVE,
individually and on behalf of other aggrieved employees:

10
11
12 _____
Daniel Dominguez

13
14 Dated: March 27, 2023

DEFENDANT KENCO-LOGISTICS

15
16 
17 _____
By: Scott Mayfield, Chief Administration Officer

18 **APPROVED AS TO FORM:**

19 Dated: March __, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

20
21 _____
22 Brian J. Mankin
Attorneys for Plaintiff

23
24 Dated: March 27, 2023

DEFENSE COUNSEL:
GORDON REES SCULLY MANSUKHANI, LLP

25
26 
27 _____
Mark S. Posard, Esq.
Attorneys for Defendant

28
[END OF DOCUMENT]

EXHIBIT “B”

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 13 2023

[Signature]
Howell

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

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

DANIEL DOMINGUEZ, on behalf of all
Aggrieved Employees and the State of
California;

Plaintiff,

vs.

KENCO LOGISTIC SERVICES, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

CASE NO.: CVRI2105393

*[Assigned to Hon. Judge Craig Riemer, Dept 1,
for all purposes]*

[PROPOSED] ORDER:

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

Complaint filed: 11/19/2021

1 Having reviewed and read the Class and Representative Action Settlement Agreement
2 and Release of Claims (the "Settlement Agreement"), which is attached as Exhibit "A" to the
3 Supplemental Declaration of Brian Mankin in Support of Motion for Preliminary Approval of
4 Class Action Settlement filed on May 17, 2023, between Plaintiff Daniel Dominguez and
5 Defendant Kenco Logistic Services, LLC (collectively, the "Parties"), as well as the
6 Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary
7 Approval of Class Action Settlement, the documents submitted in support of the motion, and all
8 supporting legal authorities and documents, IT IS HEREBY ORDERED:

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

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

21 All current and former non-exempt (hourly paid) employees
22 employed by Defendant in California at any time during the Class
23 Period of November 19, 2017, through April 24, 2023.

24 3. Additionally, the "Aggrieved Employees" are defined to include: "all current and
25 former non-exempt (hourly paid) employees employed by Defendant in California at any time
26 during the PAGA Period of November 19, 2020, through April 24, 2023."

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

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

3 5. For settlement purposes only, the Court appoints Plaintiff Daniel Dominguez as
4 Class Representative, and Brian Mankin and Kristina Bui Carlson as Class Counsel.

5 6. The Court approves Phoenix Settlement Administrators to act as the
6 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
7 Agreement, including but not limited to paragraphs 61 through 73. The Settlement
8 Administrator shall file a declaration concurrently with the Motion for Final Approval,
9 authenticating a copy of every Objection Form and Exclusion Form received by the Settlement
10 Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final
11 approval, the Settlement Administrator must give notice of such continuance to any objecting
12 party.

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

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

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

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

1 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
2 requirements of California law.

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

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

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

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

18 June 13, 2023	Preliminary Approval (PA) hearing
19 July 11, 2023 20 28 days after PA	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
21 August 25, 2023 22 45 days after mailing Notice	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
23 16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
24 9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
25 5 court days before final 26 approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
27 TBD - Approx. October 11, 2023 28 120 days after PA	Final Approval Hearing.

1 15. A final approval hearing shall be held in this Court on
2 October 11, 2023 at 8:30 a.m. to determine (1) whether the proposed
3 settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the
4 amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service
5 Payment to the Class Representative.

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

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

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

18
19 Date: June 13, 2023



Hon. Craig Riemer

EXHIBIT “C”

Dominguez v. Kenco Logistics

LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
10/10/2021	Brian J. Mankin	Initial file review; investigate Defendant; review LWDA letter; evaluate claims for further handling and monitoring	3.50	\$775	\$ 2,712.50
10/25/2021	Brian J. Mankin	Review and analysis of Client's personnel file from Def, including timekeeping and payroll records (201 pages)	2.20	\$775	\$ 1,705.00
11/28/2021	Brian J. Mankin	Evaluate complaint and causes of action	2.40	\$775	\$ 1,860.00
12/3/2021	Brian J. Mankin	Review Court's order re assignment and cmc; evaluate assigned judge	0.30	\$775	\$ 232.50
12/28/2021	Brian J. Mankin	Multiple correspondence with OC re their responsive pleading.	0.50	\$775	\$ 387.50
12/29/2021	Brian J. Mankin	Review multiple correspondence with OC re service of documents; and investigate defense counsel	0.70	\$775	\$ 542.50
1/3/2021	Brian J. Mankin	Review multiple correspondence with OC re service and scheduling an initial meet and confer	0.30	\$775	\$ 232.50
1/13/2022	Brian J. Mankin	Review multiple correspondences with OC and initial joint statement; evaluate file regarding our discovery plan	1.10	\$775	\$ 852.50
1/14/2022	Brian J. Mankin	Review multiple correspondences with OC, the final joint report and Def's answer	0.80	\$775	\$ 620.00
1/20/2022	Brian J. Mankin	Case development review with KBC re witnesses	0.20	\$775	\$ 155.00
1/21/2022	Brian J. Mankin	Review multiple correspondences with OC re potential mediation and mediators - evaluate same	0.60	\$775	\$ 465.00
1/25/2022	Brian J. Mankin	Case development review; discuss strategy with KBC	1.30	\$775	\$ 1,007.50
2/2/2022	Brian J. Mankin	Review multiple correspondences with OC re mediators	0.30	\$775	\$ 232.50
2/3/2022	Brian J. Mankin	Review multiple correspondence with OC re meet and confer; case development review with KBC re further handling	0.50	\$775	\$ 387.50
2/16/2022	Brian J. Mankin	Review Court's PAGA Case Management Order	0.40	\$775	\$ 310.00
2/22/2022	Brian J. Mankin	Multiple correspondence with OC and team re agreemnt to mediate on a classwide basis; evaluate file re arbitration agreement, evaluate claims alleged	2.60	\$775	\$ 2,015.00
3/9/2022	Brian J. Mankin	Review multiple correspondence with OC re mediation and amended complaint	0.40	\$775	\$ 310.00
3/16/2022	Brian J. Mankin	Evaluate FAC and each claim therein (40 pgs); further draft same	5.20	\$775	\$ 4,030.00
3/17/2022	Brian J. Mankin	Review stip to file FAC	0.60	\$775	\$ 465.00
4/6/2022	Brian J. Mankin	Review multiple correspondence with OC re mediation scheduling	0.30	\$775	\$ 232.50
4/7/2022	Brian J. Mankin	Review multiple correspondence with OC re dates for mediation	0.20	\$775	\$ 155.00
5/12/2022	Brian J. Mankin	Case development analysis re information needed for mediation, CMO requirements re discovery, and confer with KBC on plan to obtain discovery formally or informally	2.60	\$775	\$ 2,015.00
5/12/2022	Brian J. Mankin	Review draft joint statement re position on discovery; review multiple email exchanges with OC re same and further handling	1.30	\$775	\$ 1,007.50
5/16/2022	Brian J. Mankin	Review OC's revisions to the joint statement	0.30	\$775	\$ 232.50
6/16/2022	Brian J. Mankin	Evaluate Plaintiff's pre mediation requests; review and compare file for documents already produced and documents needed	1.90	\$775	\$ 1,472.50
7/15/2022	Brian J. Mankin	Case status review	0.30	\$775	\$ 232.50
8/15/2022	Brian J. Mankin	Case status review, including review informal discovery timeline	0.60	\$775	\$ 465.00
9/8/2022	Brian J. Mankin	Case review re delay in providing informal documents; prepare plan to obtain information via discovery	1.30	\$775	\$ 1,007.50
9/14/2022	Brian J. Mankin	Review email exchange re delay in obtaining the mediation data	0.30	\$775	\$ 232.50
10/27/2022	Brian J. Mankin	Muliple correspondence with OC re status of mediation data	0.50	\$775	\$ 387.50

Dominguez v. Kenco Logistics

LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
11/22/2022	Brian J. Mankin	Multiple correspondence with OC re delay in producing mediation data	0.30	\$775	\$ 232.50
11/30/2022	Brian J. Mankin	Review multiple correspondence with OC re data; review policies re wage and hour practices	1.30	\$775	\$ 1,007.50
12/1/2022	Brian J. Mankin	Review file re retained expert to perform evaluation of sampling, and documents needed related thereto	0.30	\$775	\$ 232.50
12/22/2022	Brian J. Mankin	Preliminary review of sampling of data produced by OC	2.50	\$775	\$ 1,937.50
12/23/2022	Brian J. Mankin	Multiple emails with OC re potentially needing to continue mediation; evaluate options	0.70	\$775	\$ 542.50
12/29/2022	Brian J. Mankin	Multiple emails with OC re proceeding with scheduled mediation	0.30	\$775	\$ 232.50
1/5/2023	Brian J. Mankin	Review our expert's mediation analysis; evaluate policies re waiver	2.10	\$775	\$ 1,627.50
1/6/2023	Brian J. Mankin	Evaluate additional mediation data produced by OC	1.30	\$775	\$ 1,007.50
1/10/2023	Brian J. Mankin	Evaluate regular rate claims and rounding claims	2.80	\$775	\$ 2,170.00
1/11/2023	Brian J. Mankin	Review expert's further mediation report, and summary related thereto	1.10	\$775	\$ 852.50
1/11/2023	Brian J. Mankin	Further draft mediation brief	6.40	\$775	\$ 4,960.00
1/12/2023	Brian J. Mankin	Continue editing mediation brief; revise damages exposure model	6.60	\$775	\$ 5,115.00
1/15/2023	Brian J. Mankin	Evaluate file in preparation for mediation	5.50	\$775	\$ 4,262.50
1/17/2023	Brian J. Mankin	Further prepare for mediation; investigate company website; review brief and complaint	5.80	\$775	\$ 4,495.00
1/18/2023	Brian J. Mankin	Attend mediation; multiple emails re MOU with mediation and OC (8pm conclusion)	11.00	\$775	\$ 8,525.00
1/31/2023	Brian J. Mankin	Review joint statement	0.30	\$775	\$ 232.50
2/9/2023	Brian J. Mankin	Further draft long form agreement and Notice	5.80	\$775	\$ 4,495.00
2/13/2023	Brian J. Mankin	Further revise long form and Notice	4.30	\$775	\$ 3,332.50
2/27/2023	Brian J. Mankin	Request multiple bids from Administrators	1.30	\$775	\$ 1,007.50
3/1/2023	Brian J. Mankin	Email exchanges with OC re status of long form edits	0.30	\$775	\$ 232.50
3/23/2023	Brian J. Mankin	Multiple emails with OC re delay in reviewing long form; review numerous bids and email Phoenix requesting a declaration	2.70	\$775	\$ 2,092.50
3/24/2023	Brian J. Mankin	Review OC's edits to the long form; further draft MPA/Order	5.20	\$775	\$ 4,030.00
3/27/2023	Brian J. Mankin	Review admin declaration	0.30	\$775	\$ 232.50
3/29/2023	Brian J. Mankin	Further draft my declaration; review all documents in support of MPA and further draft same	5.40	\$775	\$ 4,185.00
3/30/2023	Brian J. Mankin	Revise long form to comply with Judge Riemer's requests; finalize MPA with OC	3.20	\$775	\$ 2,480.00
4/24/2023	Brian J. Mankin	Review court's tentative ruling; prepare supplemental declaration and order	4.10	\$775	\$ 3,177.50
4/25/2023	Brian J. Mankin	Multiple correspondences with OC re changes and declarations needed per tentative ruling	0.50	\$775	\$ 387.50
5/4/2023	Brian J. Mankin	Draft email to OC re status update on outstanding items for MPA; review file re same	0.50	\$775	\$ 387.50
5/15/2023	Brian J. Mankin	Multiple emails with OC re outstanding items for MPA; review OC's changes to all documents	2.90	\$775	\$ 2,247.50
5/17/2023	Brian J. Mankin	Multiple email exchange with OC and Admin re remaining items for MPA supplemental docs	1.40	\$775	\$ 1,085.00
5/25/2023	Brian J. Mankin	Review tentative ruling; email change with Admin re Court's concern's with Admin bid; review updated declaration from Admin	1.10	\$775	\$ 852.50

Dominguez v. Kenco Logistics

LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
5/31/2023	Brian J. Mankin	Draft further supplemental papers to address the Court's tentative ruling	5.70	\$775	\$ 4,417.50
6/13/2023	Brian J. Mankin	Review court's order granting PA; review documents to send to Admin to begin Notice Process	0.50	\$775	\$ 387.50
6/21/2023	Brian J. Mankin	Multiple email exchange with OC and Admin re timeline for Notice Process	0.40	\$775	\$ 310.00
7/10/2023	Brian J. Mankin	Multiple email exchange with OC and Admin re Preliminary calculations and review of notice packet; evaluate the effect of having the escalator triggered	1.30	\$775	\$ 1,007.50
7/28/2023	Brian J. Mankin	Review Admin's weekly report	0.20	\$775	\$ 155.00
8/4/2023	Brian J. Mankin	Review Admin's weekly report	0.20	\$775	\$ 155.00
8/11/2023	Brian J. Mankin	Review Admin's weekly report	0.20	\$775	\$ 155.00
8/18/2023	Brian J. Mankin	Review Admin's weekly report	0.20	\$775	\$ 155.00
8/18/2023	Brian J. Mankin	Review a dispute submitted by a class member and respond to Admin	0.30	\$775	\$ 232.50
8/31/2023	Brian J. Mankin	Review Admin's draft declaration and propose changes/additions to comply with CMO	1.10	\$775	\$ 852.50
9/3/2023	Brian J. Mankin	Begin drafting MFA and order	6.50	\$775	\$ 5,037.50
9/4/2023	Brian J. Mankin	Continue drafting MFA documents	5.80	\$775	\$ 4,495.00
9/5/2023	Brian J. Mankin	Prepare analysis of the lodestar cross-check, including summary of cases resulting in a negative multiplier	3.90	\$775	\$ 3,022.50
9/7/2023	Brian J. Mankin	Prepare declaration in support of MFA; forward drafts to OC for review	2.40	\$775	\$ 1,860.00
9/8/2023	Brian J. Mankin	Further review and revise Admin declaration	0.70	\$775	\$ 542.50
9/12/2023	Brian J. Mankin	Review client and attorney declaration and update lodestar charts and cross-checks; prepare exhibits for filing	3.40	\$775	\$ 2,635.00
9/13/2023	Brian J. Mankin	Finalize all MPA papers, exhibits and declarations for filing	4.70	\$775	\$ 3,642.50
	Brian J. Mankin	<i>Estimated (Through Final Approval)</i> : Finalize Approval Motion and Related Documents; Respond to questions/comments from the Court and prepare any necessary supplemental briefing; Attend Approval Hearing.	15	\$775	\$ 11,625.00
	Brian J. Mankin	<i>Estimated (After Final Approval)</i> : Work with OC and administrator to complete Settlement and mailings of checks/letter; responding to employees questions; submitting final declaration and report of disbursement; attending final disbursement hearing	20	\$775	\$ 15,500.00
Subtotals for Brian J. Mankin			193.3		\$ 149,807.50
12/7/2021	Kristina Carlson	Review and analyze all file documents, including all filed pleadings and all client documents, to determine status of litigation and factual context for causes of action pled in the complaint	6.40	\$550	\$ 3,520.00
12/8/2021	Kristina Carlson	Review and analyze all prior correspondence, including ones with defense counsel and determine status of litigation, ADR, etc. in order to determine strategy to move case forward	2.70	\$550	\$ 1,485.00
12/8/2021	Kristina Carlson	Review and analyze 202-pg. document production from defendant, and draft memo re: doc production	3.80	\$550	\$ 2,090.00
12/22/2021	Kristina Carlson	Telephone call with client re: status and overall strategy moving forward	0.80	\$550	\$ 440.00
12/28/2021	Kristina Carlson	Receive and review notice of assignment and CMC	0.40	\$550	\$ 220.00
12/28/2021	Kristina Carlson	Receive and review email from OC re: request for extension to respond to the complaint	0.20	\$550	\$ 110.00
12/29/2021	Kristina Carlson	Email exchange with OC re: extension to respond to the complaint	0.30	\$550	\$ 165.00

Dominguez v. Kenco Logistics

LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
1/12/2022	Kristina Carlson	Conference call with OC re: meet and confer in advance of initial CMC	0.50	\$550	\$ 275.00
1/12/2022	Kristina Carlson	Draft joint management conference statement; meet and confer with OC re: revisions to joint statement	2.30	\$550	\$ 1,265.00
1/18/2022	Kristina Carlson	Receive, review, and analyze defendant's answer to the complaint	1.20	\$550	\$ 660.00
1/20/2022	Kristina Carlson	Telephone call with client re: status	0.50	\$550	\$ 275.00
1/21/2022	Kristina Carlson	Receive and review notice of continued CMC and Court's ruling	0.30	\$550	\$ 165.00
1/21/2022	Kristina Carlson	Email exchange with OC re: mediation and proposed mediators; research into proposed mediators by OC	0.60	\$550	\$ 330.00
2/2/2022	Kristina Carlson	Email exchange with OC re: additional parameters for mediation	0.30	\$550	\$ 165.00
2/8/2022	Kristina Carlson	Conference call with OC re: outstanding issues and proposed mediators	0.30	\$550	\$ 165.00
2/16/2022	Kristina Carlson	Review and analyze Court's CMO #1	0.60	\$550	\$ 330.00
2/24/2022	Kristina Carlson	Conference call with OC re: scope of mediation and amending to add class claims	0.40	\$550	\$ 220.00
2/24/2022	Kristina Carlson	Telephone call with client re: status	0.20	\$550	\$ 110.00
3/8/2022	Kristina Carlson	Receive and review email from OC re: stipulation to FAC	0.30	\$550	\$ 165.00
3/9/2022	Kristina Carlson	Email exchange with OC re: last-minute cancellation available with mediator Jeff Krivis	0.40	\$550	\$ 220.00
3/15/2022	Kristina Carlson	Draft proposed 40-pg. FAC to add corresponding class action claims	10.70	\$550	\$ 5,885.00
3/15/2022	Kristina Carlson	Draft stipulation for leave to file FAC and proposed order	0.60	\$550	\$ 330.00
3/16/2022	Kristina Carlson	Email exchanges with OC re: availability of mediators and mediation scheduling	0.30	\$550	\$ 165.00
3/31/2022	Kristina Carlson	Receive and review email from OC re: agreeable to stipulation for leave to file FAC	0.20	\$550	\$ 110.00
4/8/2022	Kristina Carlson	Email exchanges with OC re: mediation with Jeff Krivis on January 18, 2023	0.30	\$550	\$ 165.00
4/13/2022	Kristina Carlson	Telephone call with client re: status	0.30	\$550	\$ 165.00
5/11/2022	Kristina Carlson	Emails with OC re: upcoming CMC and meet and confer re; Joint Statement	0.40	\$550	\$ 220.00
5/11/2022	Kristina Carlson	Draft joint management conference statement	0.80	\$550	\$ 440.00
5/23/2022	Kristina Carlson	Receive and review notice of continued CMC and Court's ruling	0.40	\$550	\$ 220.00
5/23/2022	Kristina Carlson	Telephone call with client re: status	0.20	\$550	\$ 110.00
6/8/2022	Kristina Carlson	Review and analyze defendant's answer to FAC and determine if any additional defenses have been raised by the company	1.40	\$550	\$ 770.00
6/10/2022	Kristina Carlson	Conference with PJC re: scope of informal requests for mediation	0.40	\$550	\$ 220.00
6/16/2022	Kristina Carlson	Drafting of detailed list of data points, documents, and sampling requests for informal requests in preparation for mediation	3.20	\$550	\$ 1,760.00
6/22/2022	Kristina Carlson	Telephone call with client re: status	0.30	\$550	\$ 165.00
8/30/2022	Kristina Carlson	Telephone call with client re: status	0.20	\$550	\$ 110.00
10/5/2022	Kristina Carlson	Telephone call with client re: status	0.30	\$550	\$ 165.00
11/16/2022	Kristina Carlson	Telephone call with client re: status and additional factual information supporting claims for mediation	0.60	\$550	\$ 330.00
11/23/2022	Kristina Carlson	Emails with OC re: informal requests status and production date	0.30	\$550	\$ 165.00
11/30/2022	Kristina Carlson	Conference call with OC re: meet and confer of data points and sampling needed for mediation	0.60	\$550	\$ 330.00

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LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
11/30/2022	Kristina Carlson	Receive, review, and analyze company's wage and hour policy handbook, along with preliminary data points for the putative class	3.40	\$550	\$ 1,870.00
12/13/2022	Kristina Carlson	Telephone call with client re: status	0.20	\$550	\$ 110.00
12/23/2022	Kristina Carlson	Receive and review email exchanges from OC re: potential inability to proceed with mediation due to lead defense counsel's unexpected illness; determination of potential options and ability to proceed with mediation	0.60	\$550	\$ 330.00
12/27/2022	Kristina Carlson	Receive and begin review of voluminous excel data re: timekeeping and payroll for class members in preparation for mediation	7.40	\$550	\$ 4,070.00
12/28/2022	Kristina Carlson	Further review and analysis of voluminous excel data re: timekeeping and payroll for class members in preparation for mediation	5.80	\$550	\$ 3,190.00
12/29/2022	Kristina Carlson	Review case file to determine supporting facts and documents for classwide claims and violations; research and analyze legal authorities related to current holdings on certain claims; begin outlining framework for mediation brief	7.10	\$550	\$ 3,905.00
1/5/2023	Kristina Carlson	Receive, review, and analyze second set of data points for mediation	2.80	\$550	\$ 1,540.00
1/5/2023	Kristina Carlson	Receive and review expert report; begin drafting of mediation brief	6.60	\$550	\$ 3,630.00
1/10/2023	Kristina Carlson	Correspondence with expert re: additional clarification / expert's findings related to violation rates; further drafting of mediation brief	7.80	\$550	\$ 4,290.00
1/11/2023	Kristina Carlson	Further drafting of mediation brief; receive and review revised expert report and incorporate into mediation brief; analyze data and exemplars and create class/PAGA damage model	8.20	\$550	\$ 4,510.00
1/11/2023	Kristina Carlson	Email exchanges with OC re: clarification on the data points as the numbers appear to be inconsistent	0.40	\$550	\$ 220.00
1/12/2023	Kristina Carlson	Telephone call with client re: mediation process and expectations	0.80	\$550	\$ 440.00
1/12/2023	Kristina Carlson	Revisions to class/PAGA damage model; further drafting and finalizing mediation brief	5.90	\$550	\$ 3,245.00
1/17/2023	Kristina Carlson	Mediation preparation; Draft proposed MOU	6.50	\$550	\$ 3,575.00
1/18/2023	Kristina Carlson	Attend mediation; revise MOU	11.00	\$550	\$ 6,050.00
1/19/2023	Kristina Carlson	Telephone call with client re: outcome of mediation and next steps, including MOU	0.40	\$550	\$ 220.00
1/31/2023	Kristina Carlson	Draft joint statement in preparation for CMC	0.60	\$550	\$ 330.00
2/7/2023	Kristina Carlson	Review Court's CMO to determine Court's requirements for class / PAGA settlement; begin drafting of long form settlement agreement	5.20	\$550	\$ 2,860.00
2/8/2023	Kristina Carlson	Further drafting of settlement agreement	6.60	\$550	\$ 3,630.00
2/9/2023	Kristina Carlson	Further drafting of settlement agreement; draft proposed class notice and notice packet documents; draft email to OC re: same	6.50	\$550	\$ 3,575.00
	Kristina Carlson	Telephone call with client re: long form settlement agreement	0.70	\$550	\$ 385.00
3/1/2023	Kristina Carlson	Review email exchanges with proposed settlement administrators related to bids, translations needed, etc.	0.40	\$550	\$ 220.00
3/1/2023	Kristina Carlson	Review Court's operative CMO to determine requirements for approval motions for class/PAGA settlements; begin drafting motion for preliminary approval	6.90	\$550	\$ 3,795.00
3/8/2023	Kristina Carlson	Further drafting of motion for preliminary approval	4.80	\$550	\$ 2,640.00
3/9/2023	Kristina Carlson	Further drafting of motion for preliminary approval	5.60	\$550	\$ 3,080.00

Dominguez v. Kenco Logistics

LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
3/24/2023	Kristina Carlson	Review OC's revisions to long-form settlement agreement	1.20	\$550	\$ 660.00
3/25/2023	Kristina Carlson	Call with client re: client's declaration in support of MPA; draft client's declaration	2.60	\$550	\$ 1,430.00
3/28/2023	Kristina Carlson	Drafting of declaration of KBC in support of MPA	2.20	\$550	\$ 1,210.00
3/29/2023	Kristina Carlson	Drafting of compliance chart that identifies each CMO requirement with a pinpoint citation as to where the requirement was met	3.90	\$550	\$ 2,145.00
3/29/2023	Kristina Carlson	Call with client re: long form settlement agreement and revisions to client's dec; revise client's declaration	1.40	\$550	\$ 770.00
3/30/2023	Kristina Carlson	Review of tentative rulings in another matter in front of the Court to determine what additional revisions are needed to the MPA in order to be in compliance with the CMO; Email exchanges with OC re: requirements set forth in the CMO for approval motions and scope of releases	1.80	\$550	\$ 990.00
4/4/2023	Kristina Carlson	Draft joint statement in preparation for CMC	0.60	\$550	\$ 330.00
4/21/2023	Kristina Carlson	Review and analyze Court's tentative (continued MPA)	0.30	\$550	\$ 165.00
4/25/2023	Kristina Carlson	Revise MPA notice packet documents and proposed order and draft supplemental dec in order to comply with Court's previous tentative ruling	4.30	\$550	\$ 2,365.00
4/25/2023	Kristina Carlson	Telephone call with client re: updates	0.20	\$550	\$ 110.00
5/23/2023	Kristina Carlson	Review and analyze Court's tentative (continued MPA)	0.20	\$550	\$ 110.00
5/25/2023	Kristina Carlson	Revise MPA notice packet documents and proposed order and draft second supplemental dec in order to comply with Court's previous tentative ruling	1.40	\$550	\$ 770.00
5/25/2023	Kristina Carlson	Telephone call with client re: updates	0.20	\$550	\$ 110.00
6/12/2023	Kristina Carlson	Review and analyze Court's tentative (grant MPA)	0.20	\$550	\$ 110.00
6/13/2023	Kristina Carlson	Telephone call with client re: updates	0.20	\$550	\$ 110.00
6/21/2023	Kristina Carlson	Receive and review email from settlement admin re: timelines	0.20	\$550	\$ 110.00
7/6/2023	Kristina Carlson	Receive and review email from settlement admin: re calcs and notice packet	0.20	\$550	\$ 110.00
7/12/2023	Kristina Carlson	Receive and review email from settlement admin re: mailings	0.20	\$550	\$ 110.00
7/21/2023	Kristina Carlson	Receive and review email from settlement admin re: weekly report	0.20	\$550	\$ 110.00
7/31/2023	Kristina Carlson	Receive and review email from settlement admin re: weekly report	0.20	\$550	\$ 110.00
8/4/2023	Kristina Carlson	Receive and review email from settlement admin re: weekly report	0.20	\$550	\$ 110.00
8/11/2023	Kristina Carlson	Receive and review email from settlement admin re: weekly report	0.20	\$550	\$ 110.00
8/18/2023	Kristina Carlson	Receive and review email from settlement admin re: weekly report and potential dispute form from class member	0.40	\$550	\$ 220.00
9/5/2023	Kristina Carlson	Conference with BJM re: legal authorities related to attorneys' fees approval in class and PAGA actions	0.30	\$550	\$ 165.00
9/5/2023	Kristina Carlson	Conference with PJC re: firm-wide class cases that resulted in no recovery, bankruptcy of company, etc.	0.40	\$550	\$ 220.00
9/6/2023	Kristina Carlson	Review and draft summaries of all firm-wide cases that involve no recoveries, negative multipliers, or other financial losses for MFA; draft memo re same iso MFA	5.70	\$550	\$ 3,135.00
9/7/2023	Kristina Carlson	Research legal authorities iso MFA and supporting documents	4.60	\$550	\$ 2,530.00
9/7/2023	Kristina Carlson	Telephone call with client re: updates and information for client's declaration; draft client's declaration in support of MFA	1.20	\$550	\$ 660.00
9/11/2023	Kristina Carlson	Draft declaration of KBC in support of MFA	1.10	\$550	\$ 605.00

Dominguez v. Kenco Logistics

LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
9/12/2023	Kristina Carlson	Review and revise MFA and supporting documents	3.60	\$550	\$ 1,980.00
9/13/2023	Kristina Carlson	Review of all documents o ensure compliance with CMO	1.30	\$550	\$ 715.00
	Kristina Carlson	<i>Estimated:</i> Telephone calls with Class Members regarding settlement and to update address or correct information; Exchanges with settlement administrator re: same	7.00	\$550	\$ 3,850.00
	Kristina Carlson	<i>Estimated:</i> Work with BJM to prepare for approval hearings and complete all necessary post approval work	15.00	\$550	\$ 8,250.00
Subtotals for Kristina B. Carlson			218.90		\$ 120,395.00
8/26/2021	Peter J. Carlson	Lengthy telephone call with client re: concerns, claims, and potential violations; Receive and review all client documents and analyze potential violations; Draft memo and have follow-up phone call with client	3.80	\$575	\$ 2,185.00
8/27/2021	Peter J. Carlson	Legal research re: COVID temperature check claims and whether compensable	1.70	\$575	\$ 977.50
8/28/2021	Peter J. Carlson	Research into corporate entity, including financials and collectability; conduct in-depth search of all possible counties/venues to determine whether there are any pending cases in CA state or federal courts with same or similar claims; Legal research re: potential labor code violations; same class action	4.90	\$575	\$ 2,817.50
9/13/2021	Peter J. Carlson	Follow up call with client	0.40	\$575	\$ 230.00
9/14/2021	Peter J. Carlson	Additional call with client; exchange emails	0.70	\$575	\$ 402.50
9/14/2021	Peter J. Carlson	Draft the following case initiating documents: demand for employee records and personnel file; demand to preserve evidence and ESI; lengthy LWDA letter	6.60	\$575	\$ 3,795.00
9/21/2021	Peter J. Carlson	Update client	0.30	\$575	\$ 172.50
10/6/2021	Peter J. Carlson	Receive and review letter of representation for Defendant from Jackson Lewis; online and CELA listserv search for counsel Robert Vogel	1.60	\$575	\$ 920.00
10/11/2021	Peter J. Carlson	Telephone call with client re: status	0.40	\$575	\$ 230.00
10/15/2021	Peter J. Carlson	Receive and review letter from defense counsel advising that company retained different counsel	0.30	\$575	\$ 172.50
10/21/2021	Peter J. Carlson	Receive, review, and analyze 202-page document production from company; Draft memo to file; Conference with BJM	4.40	\$575	\$ 2,530.00
10/27/2021	Peter J. Carlson	Exchange emails with defendant re: document production	0.40	\$575	\$ 230.00
11/8/2021	Peter J. Carlson	Review file and determine next steps; email client re: status	0.40	\$575	\$ 230.00
11/9/2021	Peter J. Carlson	Draft 19-page PAGA-only complaint	7.20	\$575	\$ 4,140.00
11/19/2021	Peter J. Carlson	Update client re: complaint filed and next steps	0.40	\$575	\$ 230.00
12/28/2021	Peter J. Carlson	Review email exchange re: Defendant's request for extension on time to respond to complaint	0.30	\$575	\$ 172.50
12/29/2021	Peter J. Carlson	Review emails, notice of CMC, and notice of department assignment; Research re: judge	0.60	\$575	\$ 345.00
1/12/2021	Peter J. Carlson	Conference call with OC	0.40	\$575	\$ 230.00
1/18/2022	Peter J. Carlson	Review Defendant's answer and analyze affirmative defenses	0.80	\$575	\$ 460.00
2/16/2022	Peter J. Carlson	Review Court's PAGA Case Management Order	0.40	\$575	\$ 230.00
2/22/2022	Peter J. Carlson	Review emails from defense counsel re: mediation; Exchange emails with team re: strategy for adding class	0.50	\$575	\$ 287.50
6/10/2022	Peter J. Carlson	Conference with KBC re: informal requests for mediation	0.40	\$575	\$ 230.00
1/9/2023	Peter J. Carlson	Review draft of mediation brief; Conference with KBC re: damage model	1.40	\$575	\$ 805.00
9/5/2023	Peter J. Carlson	Conferences with BJM and KBC re: final approval; Review CMO to determine requirements at final approval	1.20	\$575	\$ 690.00

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LML Time Records

Date	Attorney	Description	Hours	Rate	Amount
9/6/2023	Peter J. Carlson	Further review CMO; Draft declaration of PJC iso final approval and related documents	1.90	\$575	\$ 1,092.50
9/7/2023	Peter J. Carlson	Review and edit MFA and proposed order	0.50	\$575	\$ 287.50
Subtotals for Peter J. Carlson			41.90		\$ 241,177.50

EXHIBIT “D”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00466 Dominguez v Kenco
(Active Only)

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

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Daniel Dominguez</u> <u>14000-00466 Dominguez v Kenco</u>									
09-14-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	75.00	0.00	1.00	75.00
LWDA Order No. ORD-000135033 to Submit PAGA letter									
09-30-2021	Approved		Non-Billable	E108 Postage	Aguilera, Monica A	8.66	0.00	1.00	8.66
Postage for the month of September 2021									
10-01-2021	Approved		Non-Billable	E101 Copying	Grossi, Tracie L.	0.20	0.00	28.00	5.60
28 copies @ \$0.20 for letters to employer									
11-29-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	1,452.00	0.00	1.00	1,452.00
RVSC submission ID #11006346 to File Complaint									
11-30-2021	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	96.70	0.00	1.00	96.70
Bosco Inv 6399524 Serve: Kenco Logistic Services, LLC, a Delaware Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; ADR Court; Riverside County Superior Court - Central District									
01-18-2022	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	16.27	0.00	1.00	16.27
Onelgal Order #17497631 to file POS									
01-19-2022	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	10.54	0.00	1.00	10.54
Budget Conference Inv 30808540 for 1-12-22 call									
04-11-2022	Approved		Non-Billable	E125 Mediation fees	Grossi, Tracie L.	10,000.00	0.00	1.00	10,000.00
Invoice #24256 for First Mediation - 1/18/2023 mediation w Jeff Krivis									
04-25-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	37.37	0.00	1.00	37.37
Onelgal Order#17970771 - file Stip and Order to File FAC									
05-11-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	16.78	0.00	1.00	16.78
Onelgal Order#18175977 - file FAC									
05-17-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	16.78	0.00	1.00	16.78
Onelgal Order# 18224588 - file jt stnt									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00466 Dominguez v Kenco
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Daniel Dominguez</u> <u>14000-00466 Dominguez v Kenco</u>									
08-03-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	16.78	0.00	1.00	16.78
Onelgal Order #18664119 - File Ntc of Change of Address									
01-25-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,540.00	0.00	1.00	1,540.00
Berger Consulting Group Inv #7441									
02-02-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #19758188 - file Joint Statement									
04-05-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20147678 - file Jt Stmt									
04-05-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	79.01	0.00	1.00	79.01
Onelgal Order #20124353 - file MPA									
05-18-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20438000 - file Supplemental MPA documents									
05-18-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20440148 - file POS									
06-07-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20557285 - file 2nd Supplemental documents for PA									
06-08-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
Onelgal Order #20559886 - resubmit BJM Declaration									
09-14-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00

Estimated costs to file MFA and supporting documents

Project Total 13,624.93
Client Total 13,624.93
Grand Total 13,624.93

EXHIBIT “E”