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Attorneys for Plaintiff, on a representative basis and on behalf of the Proposed Class

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

MARIA SOLEDAD RANGEL MERCADO,
individually and on behalf of all others
similarly situated;

Plaintiff,

vs.

NORTH BAY DISTRIBUTION, INC., a
California Corporation; CHARTWELL
STAFFING SERVICES, INC., a New York
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: FCS057328
*[Assigned to Hon. Tim P. Kam, Dept 7, for all
purposes]*

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

Hearing:
Date: October 14, 2024
Time: 9:00 a.m.
Dept.: 7

Complaint Filed: October 21, 2021

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I

1 submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action
2 Settlement. If called as a witness, I could and would competently testify thereto.

3 **COUNSEL'S EXPERIENCE**

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

8 3. I have handled well over 500 employee vs. employer litigation matters during my
9 23 years in practice. Over the last 15 years, my practice has almost entirely consisted of
10 representing employees, the majority of which has included class action and representative
11 action wage and hour matters. In total, I have handled over 250 class action and representative
12 action wage/hour cases, and have been appointed by the court as class counsel and have received
13 final court approval and judgment in over half of those actions to date, and anticipate receiving
14 final approval in many more of those in the future.

15 4. As part of these settlements and judgments, I have recovered in excess of \$250
16 million in damages for my clients and the class members (who often work as nurses, ambulance
17 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
18 countless other trades). My team and I once held the record for the largest known PAGA-only
19 case in California's history - a \$12.5 million-dollar court approved settlement, which followed
20 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
21 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

22 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
23 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
24 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
25 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
26 Both cases 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 current and former nonexempt employees of Defendant Room & Board, Inc., who worked for Defendant in California at any time from October 21, 2017, through July 25, 2023 (the “Class Period”).

8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$844,322.12, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 1,500,000.00
Attorneys’ Fees (1/3)	\$ 500,000.00
Litigation Costs	\$ 20,177.88
Administrator Costs	\$ 25,500.00
PAGA Penalties	\$ 100,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 844,322.12

9. The process of mailing the Notice Packets was very successful, as all but 96 Notice Packets were deemed deliverable by the Settlement Administrator – a 95.6% success rate.

10. The response from the Class Members was overwhelmingly positive, as no Class Member objected to the settlement and only one person opted out, representing a 99.9% participation rate.

11. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is 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 a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class elected to participate and no objections were submitted thus far, the presumption of fairness is justified.

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

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

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

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

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

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
8 Counsel is seeking a fee of \$500,000.00, which is one-third of the Settlement Amount.

9 17. There are several additional factors why I believe that the Court should award
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
11 resulted in a common fund settlement amount of \$1,500,000, despite an arbitration agreement.
12 This is an excellent result in light of the possibility that the arbitration agreement could have
13 resulted in no common settlement fund, as well as the disputed nature of the claims alleged. This
14 result was achieved by the work and success of my office and my co-counsel, who negotiated the
15 settlement after extensive litigation, discovery, preparation, investigation, mediation, and
16 substantial work thereafter.

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

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

27 20. Fourth, Class Counsel has been representing Plaintiff strictly on a contingency fee
28 basis. To that end, we have incurred the risk of non-recovery after investing a substantial

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

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

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

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

- 20 • Heavily litigated Class/PAGA action that Class Counsel certified as a class,
21 prevailed on summary adjudication, fully prepared for trial and one day before the
22 start of trial, ***Defendant filed for bankruptcy, resulting in complete loss of***
23 ***attorneys fees and all costs advanced*** (*Garza v. Quality Conversation*, San
24 Bernardino Superior Court Case No. CIVDS1506788);
- 25 • Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all***
26 ***fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No.
27 RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case
28 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 recently 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 Plaintiff and Class Counsel is fair and reasonable.

24. At my office, Peter Carlson handled the day to day case work through mediation while I performed the role of the supervising attorney. After mediation, I primarily took over the process of finalizing the settlement and approval process. As set forth in his declaration, Mr. Carlson works exclusively with me on employment law matters and has been in practice for 10 years. He bills at the hourly rate of \$650/hour. I have been in practice for 23 years, with most of those years handling complex litigation and for over the last 15 years, my practice has almost

1 entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour.
2 I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex
3 class action litigation, if not somewhat lower.

4 25. The hourly rates above are comparable to those of other attorneys with equal or
5 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
6 indicates that the benchmark rates are: \$676/hour for an 8–10-year attorney, \$764/hour for a 11-
7 19 year attorney, and \$919/hour for a 20+ year attorney). Moreover, the Wolters Kluwer Real
8 Rate Report (“Real Rate Report”), provides directly applicable information in this regard. The
9 Real Rate Report is based on an enormous and statistically significant compilation of data. For
10 instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
11 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
12 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
13 partners and associates in major metropolitan areas. In 2018, for the southern California area,
14 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
15 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
16 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
17 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
18 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
19 reviews or other publications – instead, the Real Rate Report is based on the actual hours and
20 fees billed by law firms.

21 26. The table below includes a summary of the hours worked, plus additional hours
22 that I will bill in finalizing and filing the motion, preparing for and attending the approval
23 hearing, and working with the administrator and defense counsel to issue checks, respond to
24 class members and finalize this matter. The actual aggregated lodestar between the attorneys
25 that worked on this case is approximately \$321,342.50. This results in a fair and reasonable
26 multiplier of 1.55. The hours and rates are summarized in the following table, and in the
27 declarations of counsel submitted herewith, as follows:
28

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	Trial Counsel	23	\$775	141²	\$ 109,275
Peter Carlson (Senior Associate – LML)	Handling Attorney	10	\$650	185.2	\$120,380
Mehrdad Bokhour (Principal – Owner)	Trial Counsel	12	\$675	132.5	\$ 89,437.50
Carlos Garcia (Bokhour Law Group)	Paralegal	12	\$150	15	\$ 2,250
Grand Total for All Attorneys				473.7	\$321,342.50

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

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, messenger services, postage, mediator fees, expert statistician fees, and other incidental expenses directly related to this action. The Settlement Agreement provided up to \$25,000 in costs. Class Counsel's actual combined costs through the final approval hearing are \$20,177.88, including \$13,190.73 by my firm (see Exhibit "B" attached hereto) and \$6,987.15 by Bokhour Law Group. The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not oppose this request for costs.

///

² Includes an estimated 15 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendants, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

29. I also believe that the service award of \$10,000 to Plaintiff is fair and warranted for the reasons outlined in her declaration and in the motion. She came forward and worked directly with my office in analyzing the claims and documents, providing valuable information. (See her declaration for supporting information.) Indeed, her participation was an essential element of Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, she also took on various risks, including the risk that she could have been ordered to pay Defendants' costs if she lost and the risk of retaliation and being black-balled in the industry. She also provided a full release of all claims. Defendants do not oppose the requested service award.

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

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

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

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

34. 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 service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 18, 2024, at Riverside, California.

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

EXHIBIT “A”

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Attorneys for Plaintiff and Putative Classes

[Counsel for Defendant North Bay Distribution, Inc., on following page]

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

MARIA SOLEDAD RANGEL MERCADO,
individually and on behalf of all others
similarly situated;

Plaintiff,

vs.

NORTH BAY DISTRIBUTION, INC., a
California Corporation; CHARTWELL
STAFFING SERVICES, INC., a New York
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: FCS057328

*[Assigned to Hon. E. Bradley Nelson, Dept 4,
for all purposes]*

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

1 **LightGabler**

2 By: Jonathan Fraser Light (State Bar #101049)

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12 Attorneys for Defendant North Bay Distribution, Inc.

13 Alexander L. Conti, Esq. (California Bar No. 155945)

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19 Email: aconti@conti-law.com

20 Attorneys for Defendant CHARTWELL STAFFING SERVICES, INC.

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiff Maria Soledad Rangel Mercado, individually and on behalf of all others
3 similarly situated, and on behalf of the State of California, and Defendants North Bay
4 Distribution, Inc., and Chartwell Staffing Services, Inc., and is approved by their respective
5 counsel of record, subject to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Maria Soledad*
8 *Rangel Mercado v. North Bay Distribution, Inc., et al.*, Solano County Superior Court, Case No.
9 FCS057328.

10 2. "Administrator" means and refers to CPT Group, the third-party class action
11 settlement administrator agreed to by the Parties, which will provide the Notice to the Class
12 Members and distribute the settlement amounts as described in this Agreement.

13 3. "Administration Costs" means the costs payable from the Settlement Amount to
14 the Administrator for administering this Settlement, including, but not limited to, translating the
15 Notice, 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 Administration Costs shall
19 be paid from the Settlement Amount, including, if necessary, any such costs in excess of the
20 amount represented by the Administrator as being the maximum costs necessary to administer
21 the Settlement.

22 4. "Aggrieved Employee(s)" means all current and former nonexempt employees
23 who worked at a North Bay Facility in California at any time during the PAGA Period, including
24 Direct Hires of North Bay and Temporary Employees assigned by Chartwell.

25 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
26 Action and PAGA Settlement Agreement and Release of Claims.

27 6. "Class" means all current and former nonexempt employees who worked at a
28 North Bay Facility in California at any time during the Class Period, including Direct Hires of

North Bay and Temporary Employees assigned by Chartwell.

7. “Class Counsel” refers to Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP, along with Mehrdad Bokhour of Bokhour Law Group, P.C.

8. “Class Data of North Bay” means a complete list that Defendant North Bay will diligently and in good faith compile from its records and provide to the Administrator on one spreadsheet which shall include, for each Class Member that was directly employed by North Bay: the individual’s full name, last known address, Social Security Number, and total Weeks Worked during the PAGA Period and the Class Period (or alternatively may include hire and termination dates).

9. “Class Data of Chartwell” means a list that that Defendant Chartwell will diligently and in good faith compile from its records and provide to the Administrator on one spreadsheet which shall include, for each Class Member that was directly employed by Chartwell and assigned to work at a North Bay Facility: the individual’s full name, last known address, Social Security Number, and total Weeks Worked during the PAGA Period and the Class Period (or alternatively may include hire and termination dates).

10. “Class Member(s)” refers to individual members of the Class.

11. “Class Period” is deemed to be any time during the period of October 21, 2017, through July 25, 2023.

12. “Class Representative” or “Plaintiff” means and refers to Plaintiff Maria Soledad Rangel Mercado.

13. “Complaint” refers to the operative First Amended Class and PAGA Representative Complaint filed in Solano County Superior Court on December 27, 2021.

14. “Court” (or “Judge”) means the California Superior Court, County of Solano.

15. “Defendant Chartwell” or “Chartwell” means and refers to Defendant Chartwell Staffing Services, Inc., who employed and assigned Temporary Employees to work at a North Bay Facility.

16. “Defendant Chartwell’s Counsel” means and refers to Alexander L. Conti, Esq..

17. “Defendant North Bay” or “North Bay” means and refers to Defendant North

1 Bay Distribution, Inc.

2 18. “Defendant North Bay’s Counsel” means and refers to LightGabler.

3 19. “Direct Hires of North Bay” or “Direct Hires” means and refers to individuals
4 who were hired directly by North Bay and employed to work at a North Bay Facility.

5 20. “Effective Date” means the date by when both of the following have occurred: (a)
6 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
7 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
8 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
9 one or more Participating Class Members objects to the Settlement, five business days after the
10 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment
11 is filed, the day after the appellate court affirms the Judgment and issues a remittitur, and other
12 appeals are exhausted.

13 21. “Escalator Clause:” Defendant North Bay represents that the Class Members
14 consisting of Direct Hires of North Bay worked a total of approximately 67,000 Workweeks
15 during the Class Period. Defendant Chartwell represents that the Class Members consisting of
16 Temporary Employees assigned by Chartwell worked a total of approximately 45,000
17 Workweeks during the Class Period. If the total count of 112,000 Workweeks (as contained in
18 the Class Data) increases by more than 10 percent of this number (*i.e.*, above 123,200
19 Workweeks), then the Settlement Amount shall increase by \$13.39 for each Workweek above
20 123,200.

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

24 23. “Individual Class Payment” refers to each Participating Class Members share of
25 the Net Settlement Amount, as further discussed in Paragraph 51(c) below.

26 24. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
27 PAGA Penalties, as further discussed in Paragraph 51(c) below.

28 25. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 51(b)

1 below.

2 26. “North Bay Facility” means and refers to North Bay’s facilities in California
3 where the Class Members performed work, and includes: (a) 2031 Cessna Dr., Vacaville, CA
4 95688, (b) 2050 Cessna Dr., Vacaville, CA 95688, (c) 2029 E. Monte Vista Ave., Vacaville, CA
5 95688, (d) 2131 Icon Way, Vacaville, CA 95688, (e) 4995 Industrial Way, Benecia, CA 94510,
6 and (f) 13454 Larwin Cir., Santa Fe Springs, CA 90670.

7 27. “Notice” means the notice of proposed class settlement that will be sent to the
8 Class Members and which will advise each Class Member of the settlement and his or her
9 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
10 setting of a Final Approval Hearing.

11 28. “Objecting Class Member” means a Class Member, other than Plaintiff, who
12 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 73(c)
13 below.

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

18 30. “PAGA Period” is deemed to be any time during the period of October 21, 2020,
19 through July 25, 2023.

20 31. “Participating Class Member” means any and all Class Members who are deemed
21 to participate and receive an Individual Class Payment, and do not opt-out by submitting timely
22 valid Requests for Exclusion.

23 32. “Parties” or “Settling Parties” mean Plaintiff, and Defendant North Bay, and
24 Defendant Chartwell.

25 33. “Preliminary Approval Order” means the judicial Order to be entered by the
26 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
27 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the
28 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final

1 approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees
2 and costs. Provided that the motion is consistent with the terms herein, Defendant North Bay
3 and Defendant Chartwell will not object to Plaintiff's motion for preliminary approval but will
4 be provided with an opportunity to review and comment upon the motion before it is filed.

5 34. "QSF" means the Qualified Settlement Fund set up by the Administrator for the
6 benefit of the Participating Class Members and Aggrieved Employees, and from which the
7 settlement payments shall be made.

8 35. "Released Class Claims" or "Class Claims" by the Participating Class Members
9 upon Final Approval of the Settlement will include all claims asserted in the Complaint or that
10 reasonably could have been alleged based on the allegations, the facts, statutory citation and/or
11 legal theories contained in the Complaint, including: (a) failure to pay minimum wages, (b)
12 failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest
13 breaks, (e) failure to timely pay wages upon separation of employment, (f) failure to provide
14 accurate itemized wage statements, (g) unfair and unlawful competition, and (h) all other claims
15 for statutory penalties based on the facts or claims alleged in the Complaint.

16 36. "Released PAGA Claims" or "PAGA Claims" means any and all PAGA claims
17 that Plaintiff alleged against the Released Parties, on behalf of herself and the State of California,
18 based on the facts stated in the Complaint in the Action and in the LWDA notice letter, including
19 all PAGA claims seeking civil penalties premised upon (a) failure to pay minimum wages, (b)
20 failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest
21 breaks, (e) failure to timely pay wages each period and upon separation of employment, (f)
22 failure to provide accurate itemized wage statements, and (g) all other claims for civil penalties
23 recoverable under PAGA based on the facts or claims alleged in the Complaint. The time period
24 governing the Released PAGA Claims shall be any time during the PAGA Period.

25 37. "Released Parties" means Defendant North Bay and Defendant Chartwell and
26 their officers, directors, employees, and agents.

27 38. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 73(a)
28 below.

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

40. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to Class Representative Maria Soledad Rangel Mercado in addition to her Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

41. “Settlement Amount” is \$1,500,000.00 payable by North Bay, subject to the Escalator Clause and exclusive of Defendant North Bay’s obligation to fund its share of payroll taxes, as further discussed in Paragraph 51(c) below.

42. “Temporary Employees” refers to individuals who were employed by Chartwell and assigned to work at a North Bay Facility in California at any time during the Class Period and/or PAGA Period.

43. “Work Weeks” or “Weeks Worked” in the context of a Class Member means any and all work weeks during the Class Period during which the Class Member worked at least one day at a North Bay Facility. Likewise, in the context of Aggrieved Employees, it means any and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at least one day at a North Bay Facility. Any partial Work Weeks will be rounded up to the next whole number.

B. General Terms

44. On October 21, 2021, Plaintiff filed a putative class action in the Solano County Superior Court against Defendant North Bay. Then, on December 27, 2021, Plaintiff filed the operative First Amended Complaint, adding Defendant Chartwell and alleging class and PAGA claims, 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 timely pay wages each period and upon separation of employment, (f) failure to provide accurate itemized wage statements, (g) unfair and unlawful competition, and (h) PAGA penalties.

45. The Defendants deny Plaintiff’s claims and allegations and contend that the Action is not suitable for class certification.

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

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

15 48. On July 25, 2023, Plaintiff, Defendant North Bay, and Defendant Chartwell
16 participated in a full-day mediation with Lynn Frank, Esq., a well-respected wage-and-hour
17 mediator. Although the matter did not settle at mediation, the Parties continued to negotiate and
18 exchange documents to facilitate settlement discussions. Ultimately, with further help from the
19 mediator, the Parties reached this Settlement.

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

24 50. Stipulation for Class Certification. For settlement purposes only, Defendant
25 North Bay and Defendant Chartwell will stipulate that the Participating Class Members may be
26 conditionally certified as a Class. This stipulation to certification is in no way an admission that
27 class action certification is proper and shall not be admissible in this or in any other action except
28 for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to

1 issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall
2 become null and void ab initio and shall have no bearing on, and shall not be admissible in
3 connection with, the issue of whether certification would be appropriate in a non-settlement
4 context. Defendant North Bay and Defendant Chartwell expressly reserve their rights and
5 declare that they would continue to oppose class certification and the substantive merits of the
6 case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and
7 declares that she will continue to pursue class certification and a trial should the Court fail to
8 issue Final Approval.

9 **C. Terms of Settlement**

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

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

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

24 (c) The Individual Class Payment for each Class Member will be calculated
25 by the Administrator using the Class Data of North Bay and Class Data of Chartwell as follows.
26 Compensable workweeks will be all Weeks Worked by the Class Members during the Class
27 Period. The dollars per compensable work week will be calculated by dividing the total Weeks
28 Worked by Class Members into the Net Settlement Amount to determine a per work week value

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

7 (d) Allocation of Individual Class Payments: The Individual Class Payments
8 to Participating Class Members will be allocated as follows: 20 percent will be allocated as
9 wages subject to withholding of all applicable local, state and federal taxes; and 80 percent will
10 be allocated for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections
11 203, 210, 226) from which no taxes will be withheld. The Administrator will issue to each
12 Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms
13 with respect to the wage allocation and a Form 1099 with respect to the penalties and interest
14 allocations.

15 (e) Service Payment to Class Representative: The amount, if any, awarded to
16 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
17 exceed \$10,000, in exchange for the service that Plaintiff performed on behalf of the Class.
18 Defendant North Bay and Defendant Chartwell agree not to oppose this request. The Service
19 Payment to Plaintiff will be paid out of the Settlement Amount. The Class Representative will be
20 issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
21 responsible to pay all applicable taxes on this payment. The Parties agree that any amount
22 awarded as the Service Payment to Plaintiff less than the requested amount shall not be a basis
23 for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount
24 for the Service Payment, the difference shall be added to the Net Settlement Amount to be
25 distributed to the Participating Class Members.

26 (f) Attorneys’ Fees and Costs Award: Defendant North Bay and Defendant
27 Chartwell agree to not oppose a request by Class Counsel to the Court for an award of attorneys’
28 fees of one-third of the Settlement Amount (*i.e.*, \$500,000 unless the Escalator Clause is

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

12 (g) Administration Costs: The fees and other charges of the Administrator
13 will be paid from the Settlement Amount, not to exceed \$25,500, unless (1) the Escalator Clause
14 is triggered (whereby any reasonable increase in Administration Costs shall be paid from the
15 increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all
16 Parties and the Court.

17 (h) PAGA Penalties: The Parties agree that \$100,000 is allocated to PAGA
18 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
19 amount, \$75,000 (75 percent) shall be paid to the LWDA in satisfaction of civil penalties under
20 the PAGA and \$25,000 (25 percent) will form the Individual PAGA Payments to the Aggrieved
21 Employees, which shall be calculated and allocated pro-rata on a Work Week basis, which will
22 be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099.
23 Class Counsel shall give proper notice to the LWDA of the Settlement.

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

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

10 (j) No Tax Advice: Neither Plaintiff, Class Counsel, Defendants, nor Defense
11 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
12 Settlement be relied upon as such within the meaning of United States Treasury Department
13 Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

26 52. Upon entry of the Final Approval Order and Defendant North Bay’s funding of
27 the entire Settlement Amount, and except as to such rights or claims as may be created by this
28 Agreement, Plaintiff and the Participating Class Members will forever completely release and

1 discharge the Released Parties from the Released Class Claims for the Class Period.

2 53. Each Participating Class Member will be deemed to have made the foregoing
3 Release as if by manually signing it.

4 54. Class Representative, on behalf of herself and the Class, acknowledges and agrees
5 that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and
6 that the payments set forth herein constitute payment of all sums allegedly due to them. Class
7 Representative, on behalf of herself and the Class, acknowledges and agrees that Labor Code §
8 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent
9 part as follows: “An employer shall not require the execution of any release of any claim or right
10 on account of wages due, or to become due, or made as an advance on wages to be earned, unless
11 payment of those wages has been made.”

12 **E. Release of PAGA Claims**

13 55. Upon entry of the Final Approval Order and Defendant North Bay’s funding of
14 the entire Settlement Amount, Plaintiff – in her individual capacity and on behalf of the State of
15 California and LWDA – shall completely release and discharge the Released Parties from the
16 Released PAGA Claims for the PAGA Period.

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

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

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

23 58. Class Representative does hereby, for herself and her spouses, heirs, successors,
24 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
25 personal representatives, and assigns forever and completely release and discharge the Released
26 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
27 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
28 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated

1 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
2 from the beginning of time through the execution of this Agreement, whether known or
3 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
4 upon, or relating to Class Representative's work at any North Bay Facility or the remuneration
5 for or termination of her employment in connection therewith (the "Class Representative's
6 Claims").

7 59. Without limiting the generality of the foregoing, this general release by Plaintiff
8 includes all federal, state and local statutory claims, federal and state common law claims
9 (including but not limited to those for contract, tort and equity), including without limitation the
10 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil
11 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor
12 Standards Act, the Employment Retirement Security Income Act of 1974, the California
13 Constitution, the California Fair Employment and Housing Act, the California Unfair
14 Competition Act (California Business and Professions Code section 17200 et seq.), and the
15 California Labor Code.

16 60. Plaintiff agrees that there is a risk that any injury that she may have suffered by
17 reason of the Released Parties' relationship with her might not now be known, and there is a
18 further risk that said injuries, whether known or unknown at the date of this Settlement
19 Agreement, might possibly become progressively worse, and that as a result thereof further
20 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
21 discharge the Released Parties, and understands that by the execution of this Settlement
22 Agreement no further claims for any such injuries that existed at the time of the execution of this
23 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
24 period from the beginning of time to the execution of this Settlement Agreement.

25 61. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
26 Section 1542 of the Civil Code of the State of California and does so understanding and
27 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
28 of the State of California states:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
4 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
5 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
7 OR RELEASED PARTY.

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

18 **G. Interim Stay of Proceedings**

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

22 **H. Notice Process**

23 63. Appointment of Administrator. The Parties have agreed to the appointment of the
24 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
25 using standard devices to obtain forwarding addresses, independently reviewing and verifying
26 documentation associated with any claims or opt-out requests, resolving any disputes regarding
27 the calculation or application of the formula for determining the Individual Class Payment and
28 Individual PAGA Payments, 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.

1 64. Disputes Regarding Administration. Any and all disputes relating to
2 administration of the Settlement by the Administrator (except for disputes regarding Class Data)
3 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
4 and conditions of this Agreement, until Plaintiff and Defendant North Bay notify the Court that
5 all payments and obligations contemplated by this Agreement have been fully carried out. Prior
6 to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve
7 the dispute without the necessity of Court intervention. The Administrator shall also be
8 responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and
9 Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
10 Agreement. The Administrator shall also be responsible for setting up all necessary tax accounts
11 and forwarding all payroll taxes and penalties to the appropriate government authorities.

12 65. Class Data.

13 (a) Within fourteen (14) days after entry of the Preliminary Approval Order,
14 Defendant North Bay and Defendant Chartwell shall each provide to the Administrator the Class
15 Data of their respective employees who are Class Members.

16 (b) To the extent that the Class Data cannot be obtained, Class Counsel,
17 Defendant North Bay, and Defendant Chartwell will meet and confer and seek court approval for
18 an alternative process to give notice (such as public notice).

19 66. Combined Class Data. Upon receipt of the Class Data of North Bay and the Class
20 Data of Chartwell, the Administrator will combine the lists and run a check of the Class
21 Members' addresses against those on file with the U.S. Postal Service's National Change of
22 Address List. All Class Data provided to the Administrator will remain confidential and will not
23 be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to
24 Defendant North Bay's express written consent, or by order of the Court. Although Class
25 Counsel will not be provided with Class Data, nothing herein shall prevent Class Counsel from
26 communicating with Class Members regarding the Action and Settlement.

27 67. Total Workweeks. At least five (5) days prior to mailing the Notice, the
28 Administrator shall provide a spreadsheet to Class Counsel, Defendant North Bay's Counsel, and

1 Defendant Chartwell's Counsel containing a preliminary calculation of all payments to be paid
2 from the Settlement Amount, including the estimated Individual Class Payments to each Class
3 Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be
4 redacted and a control number used in place of the name). If the total Workweeks worked by all
5 Class Members triggers the Escalator Clause, the Administrator shall notify the Parties of the
6 increased Settlement Amount, and related increased payments from the Settlement Amount,
7 including increased Attorneys' Fees and Costs and any increased Administration Costs, all of
8 which shall be subject to Court approval. Any additional payment required under the escalator
9 clause shall be paid by North Bay. Also, if the Escalator Clause is triggered, the Administrator
10 shall edit the Notice to reflect the new and increased amounts.

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

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

25 70. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
26 if an envelope has not been returned to Administrator by the Response Deadline that the Class
27 Member received the Notice.

28 71. Disputes Regarding Class Data. Class Members are deemed to participate in the

1 Settlement unless they opt out, and Aggrieved Employees may not opt out of the Released
2 PAGA Claims. The Notice will inform each Class Member of his/her estimated Individual Class
3 Payment and Individual PAGA Payment, as well as the number of weeks he/she worked during
4 the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they
5 feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period
6 than the records show by timely submitting evidence to the Administrator. The Combined Class
7 Data will be presumed determinative absent reliable evidence to rebut the Combined Class Data,
8 but the Administrator will evaluate the evidence submitted by the Class Member and provide the
9 evidence submitted to Class Counsel and to Defendant North Bay's Counsel or Defendant
10 Chartwell's Counsel as appropriate, and Counsel agree to meet and confer in good faith about the
11 evidence to determine the Class Member's actual number of Work Weeks and estimated
12 Individual Class Payment and Individual PAGA Payment. If Counsel are unable to agree, they
13 agree to submit the dispute to the Court to render a final decision. Class Members and
14 Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object or
15 opt out, unless extended by the Court.

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

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

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

28 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
NORTH BAY LAWSUIT. I UNDERSTAND THAT IF I ASK TO

1 BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL
2 NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM
3 THIS LAWSUIT.”

4 To be valid, any Request for Exclusion must include the full name, address, telephone
5 number, last four digits of the social security number or date of birth, and signature of the Class
6 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
7 Administrator at the specified address set forth in the Notice. Any such Request must be made in
8 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
9 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
10 Member who timely requests exclusion in compliance with these requirements: (i) will not have
11 any rights under this Agreement, including the right to object, appeal or comment on the
12 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
13 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
14 who is an Aggrieved Employee who requests timely exclusion will still be subject to the
15 Released PAGA Claims to the fullest extent permitted by law and will receive an Individual
16 PAGA Payment. All Parties and their counsel, including Defendants and their agents, shall not
17 encourage or solicit opt-outs or objections, directly or indirectly, through any means.

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

23 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
24 does not submit a valid and timely Request for Exclusion may object to the terms of this
25 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her
26 objection which must be postmarked by the Response Deadline at the address set forth in the
27 Notice. Such objection shall include the Objecting Class Member’s full name, address,
28 telephone number, last four digits of the social security number or date of birth, signature, and
relevant dates of employment, in addition to the case name and number, the basis for the

objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Class Member is represented by counsel, the name and address of his or her counsel. The Administrator shall provide objections, if any, to Class Counsel, Defendant North Bay's Counsel, and Defendant Chartwell's Counsel, within three (3) calendar days of receipt, and the Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary compensation from the Settlement. Plaintiff, Defendant North Bay, and Defendant Chartwell shall not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

(d) Failure to Object. Any Class Member who does not timely and properly become a party of record by objecting in accordance with Paragraph 73(c), intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

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

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

74. Declaration of Due Diligence. The Administrator shall provide counsel for the Parties, no later than 7 calendar days after the Response Deadline, a declaration of due diligence

1 and proof of mailing with regard to the mailing of the Notice, and shall attach all Requests for
2 Exclusion and objections to the declaration.

3 75. Funding of the Settlement Amount. Defendant North Bay shall fund the
4 Settlement Amount based on the payment plan below by wiring the full amount owed of each
5 installment payment (plus any employer payroll tax obligations owed on each installment) to the
6 Administrator on or before each payment due date.

7 (a) By the later of May 10, 2024, or 15 days after the Effective Date,
8 Defendant North Bay shall fund one-half (50 percent) of the Settlement Amount (which is
9 \$750,000 unless the Escalator Clause is triggered), plus the required employer-side taxes on that
10 sum. The Administrator shall hold this money in an interest-bearing account pending receipt of
11 the full Settlement Amount. In the event that Defendant North Bay fails to make this payment
12 within 5 calendar days of the due date, Class Counsel shall send a notice of default to Defendant
13 North Bay's Counsel. Defendant North Bay will then have seven (7) calendar days after issuance
14 of the notice of default to cure and bring all payments up to the current required amount. If
15 Defendant North Bay fails to timely cure the late payment, all remaining balances shall
16 immediately become due and payable.

17 (b) By the later of January 10, 2025, or 15 days after the Effective Date,
18 Defendant North Bay shall fund the second half (50 percent) of the Settlement Amount, plus the
19 required employer-side taxes on that sum, which represents the remaining balance of the
20 Settlement Amount.

21 76. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
22 full Settlement Amount into the QSF, the Administrator will mail the Individual Class Payments
23 and Individual PAGA Payment to Participating Class Member and Aggrieved Employee, the
24 payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the
25 Class Representative, the payment to the LWDA for PAGA penalties, and will pay itself the
26 Administration Costs. To comply with California Rules of Court, rule 3.771, settlement checks
27 shall include the following language on the check: "A Court has approved settlement of the class
28 action and PAGA representative actions and entered judgment for claims asserted in *Rangel v.*

1 *North Bay Distribution, Inc., et al.*, Solano Superior Court Case No. FCS057328.

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

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

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

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

27 78. Promptly after execution of this Agreement, Plaintiff will move the Court for
28 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order

1 accomplishing the following:

- 2 (a) Approving as to form and content the proposed Notice;
- 3 (b) Directing the mailing of the Notice by first class mail to the Class
- 4 Members;
- 5 (c) Preliminarily approving this Settlement;
- 6 (d) Preliminarily certifying the class for purposes of this Settlement;
- 7 (e) Advising the LWDA of the proposed Settlement; and
- 8 (f) Scheduling the Final Approval Hearing on the issue of whether this
- 9 Settlement should be finally approved as fair, reasonable and adequate.

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

11 79. In connection with the Final Approval Hearing provided for in this Agreement,

12 Class Counsel shall submit a proposed Final Approval Order:

- 13 (a) Approving the Settlement, adjudging the terms thereof to be fair,
- 14 reasonable and adequate, and directing consummation of its terms and provisions;
- 15 (b) Approving Class Counsel's application for an award of attorneys' fees and
- 16 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
- 17 and the payment to the Administrator for costs of administering the settlement; and
- 18 (c) Entering judgment approving settlement.

19 **K. Voiding the Agreement**

20 80. If the Court fails or refuses to issue the Final Approval Order or fails to approve

21 any material condition of this Agreement which effects a fundamental change of the Settlement,

22 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the

23 option of either Party.

24 81. If the number of valid Requests for Exclusion exceeds five percent (5%) of the

25 total of all Class Members, Defendant North Bay may elect, but is not obligated, to withdraw

26 from the Settlement, by notifying Class Counsel, Defendant Chartwell's Counsel, and the Court

27 of its election to withdraw not later than seven days after the Administrator sends the final list of

28 Requests for Exclusion to all Counsel. If Defendant North Bay withdraws, the Settlement shall

1 be void ab initio, have no force or effect whatsoever, and no Party will have any further
2 obligation to perform under this Agreement.

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

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

10 **L. Other Terms**

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

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

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

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

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

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

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

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

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

12 *To the Class:*

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

19 *To Defendant North Bay:*

20 Glenn Dickinson, Esq.
21 *gdickinson@lightgablerlaw.com*
22 LightGabler
23 760 Paseo Camarillo, Suite 300
24 Camarillo, CA 93010
25 Tel: (805) 248-7208 | Fax: (805) 248-7209

26 *To Defendant Chartwell:*

27 Alexander L. Conti, Esq.
28 *aconti@conti-law.com*
29 23 Corporate Plaza, Suite 150
30 Newport Beach, CA 92660
31 Glenn Dickinson, Esq.
32 Tel: (949) 478-6653 | Fax: (949) 791-8556

33 ///

1 92. Construction. The Parties hereto agree that the terms and conditions of this
2 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
3 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
4 to which any Party or her or its counsel participated in the drafting of this Agreement. Plaintiff,
5 Defendant North Bay, and Defendant Chartwell expressly waive the common-law and statutory
6 rule of construction that ambiguities should be construed against the drafter of an agreement and
7 further agree, covenant, and represent that the language in all parts of this Agreement shall be in
8 all cases construed as a whole, according to its fair meaning.

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

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

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

25 96. Choice of Law. This Settlement Agreement shall be governed by and construed,
26 enforced and administered in accordance with the laws of the State of California, without regard
27 to its conflicts-of-law rules.
28

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

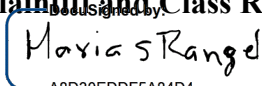
98. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

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

100. 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: 1/8/2024

Plaintiff and Class Representative


A8D30EDDF5A84D4

Maria Soledad Rangel Mercado

Dated: _____

Defendant North Bay Distribution, Inc.

By: _____ (name)

_____ (title)

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2 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
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15 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
16 original, and, when taken together with other signed counterparts, shall constitute one fully
17 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
18 signatures shall have the same force and effect as an original.

19
20 Dated: _____

Plaintiff and Class Representative

21
22 _____
Maria Soledad Rangel Mercado

23
24 Dated: 1/8/2024

Defendant North Bay Distribution, Inc.

25 *Dominik Dittrich*

26 By: Dominik Dittrich (name)

27 CEO (title)

1 Dated: _____

Defendant Chartwell Staffing Services, Inc.

3 By: _____ (name)

5 _____ (title)

6 **APPROVED AS TO FORM:**

7 Dated: 1/8/2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP



Brian J. Mankin
Attorneys for Plaintiff

BOKHOUR LAW GROUP, P.C.



Mehrdad Bokhour
Attorneys for Plaintiff

16 Dated: _____

DEFENDANT NORTH BAY’S COUNSEL
LIGHTGABLER

18 _____
Glenn Dickinson, Esq.
Attorneys for Defendant North Bay

21 Dated: _____

DEFENDANT CHARTWELL’S COUNSEL

23 _____
Alexander L. Conti, Esq.
Attorneys for Defendant Chartwell

1 Dated: 1-8-2024

Defendant Chartwell Staffing Services, Inc.



By: Alexander L. Conti (name)

Authorized Agent (title)

6 **APPROVED AS TO FORM:**

7 Dated: _____

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP

9
10 Brian J. Mankin
11 Attorneys for Plaintiff

12 BOKHOUR LAW GROUP, P.C.

13
14 Mehrdad Bokhour
15 Attorneys for Plaintiff

16 Dated: 1/8/2024

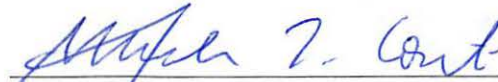
DEFENDANT NORTH BAY'S COUNSEL
LIGHTGABLER



18 Glenn Dickinson, Esq.
19 Attorneys for Defendant North Bay

20 Dated: 1-8-2024

DEFENDANT CHARTWELL'S COUNSEL



23 Alexander L. Conti, Esq.
24 Attorneys for Defendant Chartwell

EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00469 Rangel v North Bay
(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>Maria Mercado Rangel</u> <u>14000-00469 Rangel v North Bay</u>									
01-10-2022	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	163.60	0.00	1.00	163.60
Bosco Inv 6498445 File and conform. -Amended Civil Case Cover Sheet -Amended Summons -First Amended Complaint Court: Old Solano Courthouse									
01-18-2022	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	164.30	0.00	1.00	164.30
Bosco Inv 6549636 Serve: Chartwell Staffing Services, Inc., a New York Corporation Amended Summons; First Amended Complaint; Civil Case Cover Sheet; Notice of Case Management Conference One and Notice of Assignment of Judge for all Purposes; Clerk's Application and Order; ADR Court: Old Solano Courthouse									
02-01-2022	Approved		Non-Billable	E101 Copying	Aguilera, Monica A	0.20	0.00	10.00	2.00
10 copies @ \$.20 for Proof of Service, notice of acknowledgement, and notice of ruling									
02-07-2022	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	90.08	0.00	1.00	90.08
One Legal Order #17519085 to file stip to continue and CMS									
02-07-2022	Approved		Non-Billable	E108 Postage	Aguilera, Monica A	0.53	0.00	1.00	0.53
Postage for Jan 2022									
03-02-2022	Approved		Non-Billable	E112 Court fees	Grossi, Tracie L.	126.70	0.00	1.00	126.70
One Legal Order #17737998 to file stip to file SAC									
03-11-2022	Approved		Non-Billable	E108 Postage	Aguilera, Monica A	0.73	0.00	1.00	0.73
February 2022 Postage									
05-03-2022	Approved		Non-Billable	E108 Postage	Grossi, Tracie L.	3.62	0.00	1.00	3.62
Postage for April 2022									
05-20-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	72.07	0.00	1.00	72.07
Onelgal Order# 18217680 - file CMS									
07-08-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	3.62	0.00	1.00	3.62
Postage for April 2022									
09-14-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	241.93	0.00	1.00	241.93
Onelgal Order #18864422 - file Opposition to Chartwell Motion to Compel Arbitration of 9/19/22									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00469 Rangel v North Bay
(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>Maria Mercado Rangel</u> <u>14000-00469 Rangel v North Bay</u>									
09-27-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	149.28	0.00	1.00	149.28
OneLegal Order #18906419 - file Objections to Defendant's Improper Reply									
11-30-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	16.61	0.00	1.00	16.61
LoopUp Inv #352995 for 11/11/22 conference call									
01-16-2023	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	5,000.00	0.00	1.00	5,000.00
Frank & Feder Invoice for 7/25/23 mediation w Lynn Frank									
04-21-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	92.66	0.00	1.00	92.66
OneLegal Order #20226417 - file Stip and Order to Cont CMC									
08-01-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	5,425.00	0.00	1.00	5,425.00
Berger Consulting Grp Invoice #9045									
08-16-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	113.25	0.00	1.00	113.25
OneLegal Order #20990299 - file Stip and Order to Cont CMC									
09-11-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,007.25	0.00	1.00	1,007.25
Creal & Creal Inv #181313									
10-20-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	144.64	0.00	1.00	144.64
OneLegal Order #21467379 - file Joint Statement									
12-11-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	92.66	0.00	1.00	92.66
OneLegal Order #21797282 - file Joint Statement									
02-14-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	80.20	0.00	1.00	80.20
OneLegal Order #22227217 - file MPA									
09-19-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	200.00	0.00	1.00	200.00
Estimated costs to file MFA and supporting documents via OneLegal									

Project Total 13,190.73
Client Total 13,190.73
Grand Total 13,190.73

EXHIBIT “C”