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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
COUNTY OF SAN BERNARDINO

MARK RAMOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

MSI STRUCTURAL STEEL, LLC, a
California Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: Case No.: CIVSB2134505
*[Assigned to the Hon. Christian Towns, Dept.
S26, for all purposes]*

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

Hearing:
Date: January 23, 2025
Time: 8:30 a.m.
Dept.: S26

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

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1 **COUNSEL’S EXPERIENCE**

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

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 250 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

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

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

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 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 Class, as conditionally certified by this Court, consists of 142 current and former nonexempt employees employed by Defendant in California at any time during the Class Period of December 17, 2017, through January 31, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$179,144.17, after the deductions set forth in the chart below:

<i>Settlement Amount</i>	<i>\$ 362,500.00</i>
Attorneys' Fees (1/3)	\$ 120,833.33
Litigation Costs	\$ 15,022.50
Administrator Costs	\$ 7,500.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Award	\$ 10,000.00

9. To date, the process of mailing the Notice Packets was very successful, as all Class Notices were determined to be deliverable, resulting in a 100% success rate in mailing the notices.

10. To date, the response from the Class Members was overwhelmingly positive, as no Class Member has objected to or opted-out of the settlement.

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 has elected to participate and no objections were submitted thus far, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendant vigorously contested Plaintiff's claims, and Plaintiff

1 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
2 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
3 that it is desirable that the action be fully and finally settled in the manner and upon the terms
4 and conditions set forth in the Settlement Agreement in order to limit further expense,
5 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
6 the operation of Defendant's business without further expensive litigation and the distraction and
7 diversion of its personnel with respect to matters at issue. All parties took into account the
8 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
9 parties determined that it is desirable and beneficial to both the Class and Defendant that this
10 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
11 recoveries contemplated by the Settlement represent a good result for the Class, fairly
12 proportioned to the likely risk-adjusted recovery in litigation.

13 **ADEQUACY OF COUNSEL AND**
14 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

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

23 15. When this case was taken on a contingency fee basis, with Plaintiff's counsel
24 agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain.
25 In the course of this litigation, Class Counsel paid all costs including filing fees, court costs,
26 research fees, and mediation costs. There was never a guarantee that we would recoup those
27 expenditures.

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

1 16. It has been my experience that the benchmark for attorney fee awards in
2 California state cases is one-third of a common settlement fund, which the CA Supreme Court
3 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
4 Counsel is seeking a fee of one-third of the Settlement Amount.

5 17. There are several additional factors why I believe that the Court should award
6 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
7 resulted in a common fund settlement amount of \$362,500, whereby the Class Members will
8 receive approximately \$1,261.58 on average and up to a maximum of \$4,202.97 for those
9 employees that worked the entire Class Period. This is a good result in light of the disputed
10 nature of the claims alleged. This result was achieved by the work and success of my office,
11 who negotiated the settlement after extensive litigation, discovery, preparation, investigation,
12 mediation, and substantial work thereafter.

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

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

22 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
23 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
24 substantial amount of time, money, and resources, and have done so since the inception of this
25 case without any payment or compensation. If Plaintiff had lost this case, we would have
26 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
27 my office, which is a small firm. If, despite these hardships and risks, the best my office could
28 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for

1 the hardships and serious risks we faced litigating this contingency case, and would not be
2 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
3 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
4 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
5 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
6 only one-third of class actions are successful, compared to two-thirds that are defeated and result
7 in no payment to the class members.

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

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

15 23. At my office, through mediation this case was primarily handled by my associate
16 attorney, Kristina Carlson, while I performed the role of the supervising attorney. As set forth in
17 her declaration, Ms. Carlson works exclusively with me on employment law matters and has
18 been in practice for 10 years. She bills at the hourly rate of \$600/hour. I have been in practice
19 for 23 years, with most of those years handling complex litigation and for over the last 15 years,
20 my practice has almost entirely consisted of handling class action wage and hour matters. My
21 billing rate is \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys
22 who handle complex class action litigation, if not somewhat lower.

23 24. The hourly rates above are comparable to those of other attorneys with equal or
24 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
25 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
26 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023
27 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard.
28 The Real Rate Report is based on an enormous and statistically significant compilation of data,

comprising millions of billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it “a much better reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in the community for similar work”).

25. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$150,960. This results in a **negative** multiplier, as summarized in the following table:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	Trial Counsel	23	\$775	72²	\$55,800
Kristina Carlson (Associate – LML)	Handling Attorney	10	\$600	158.6	\$95,160
Grand Total for All Attorneys					\$150,960

² Includes an estimated 30 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

1 26. The fee is warranted because of the results achieved for the Class Members, both
2 in terms of the immediate cash settlement, as well as the fact that the Class Members
3 resoundingly supported the Settlement. Defendant does not oppose this fee request.

4 27. In the course of prosecuting this action, my office has incurred expenses that were
5 incidental and necessary to the effective representation of the Class. These expenses included
6 but were not limited to: court filings, messenger services, postage, fax transmission expenses,
7 transportation, mediator fees, and other incidental expenses directly related to this action. The
8 Settlement Agreement provided up to \$20,000 in costs. Through final approval, my office
9 incurred \$15,022.50 in litigation costs (see Exhibit "B" attached hereto). The saving will be
10 placed in the Net Settlement Amount for payment to the Class Members. Defendant does not
11 oppose this request for costs.

12 **REASONABLENESS OF REQUESTED SERVICE AWARD**

13 28. I also believe that the service award of \$10,000 to Plaintiff is fair and warranted
14 for the reasons outlined in his declaration and in the motion. He came forward and worked
15 directly with our office in analyzing the claims and documents, providing valuable information.
16 Indeed, his participation was an essential element of Defendant's desire to mediate and of the pre
17 and post mediation analysis that allowed Class Counsel to settle the case. In addition to
18 foregoing to separate individual claims, he also took on various risks, including the risk that he
19 could have been ordered to pay Defendant's costs if he lost and the risk of retaliation and being
20 black-balled in the industry. He also provided a full release of all claims. Defendant does not
21 oppose the requested service award.

22 **SUBMISSION TO THE LWDA**

23 29. The Motion and declarations, including the Settlement Agreement, have
24 concurrently been submitted to the LWDA. (See Exhibit "C").

25 **EXHIBITS AND CONCLUSION**

26 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
27 "A."
28

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

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

33. 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 December 30, 2024, at Riverside, California.

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

EXHIBIT “A”

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Attorneys for Defendant MSI STRUCTURAL STEEL, LLC

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

MARK RAMOS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

MSI STRUCTURAL STEEL, LLC, a
California Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2134505
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

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

This Class Action Settlement Agreement and Release of Claims is entered into by and between Plaintiff Mark Ramos, individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant MSI Structural Steel, LLC, and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's

1 approval.

2 **A. Definitions**

3 1. "Action" or "Lawsuit" means and refers to the case entitled *Mark Ramos v. MSI*
4 *Structural Steel, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2134505,
5 which was commenced on December 17, 2021.

6 2. "Administrator" means and refers to Phoenix Class Action Administrator
7 Solutions, the third-party class action settlement administrator agreed to by the Parties, and
8 approved by the Court, that will provide the Notice to the Class Members and distribute the
9 settlement amounts as described in this Agreement.

10 3. "Administration Costs" means the amount the Administrator will be paid from the
11 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
12 Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary
13 Approval of the Settlement.

14 4. "Aggrieved Employee(s)" means all current and former nonexempt employees
15 employed by Defendant MSI Structural Steel, LLC, in California at any time during the PAGA
16 Period.

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

19 6. "Class" means all current and former nonexempt employees employed by
20 Defendant MSI Structural Steel, LLC, in California at any time during the Class Period.

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

22 8. "Class Counsel" refers to Brian Mankin and Kristina Carlson of Lauby, Mankin
23 & Lauby LLP.

24 9. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees
26 and expenses, respectively, incurred to prosecute the Action.

27 10. "Class Data" means Class Member identifying information in Defendant's
28 possession including the Class Member's name, last-known mailing address, Social Security

number, and number of Class Period Workweeks and PAGA Pay Periods.

11. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

12. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

13. "Class Notice" means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English with a Spanish translation, attached as Exhibit A and incorporated by reference into this Agreement.

14. "Class Period" is the period from December 17, 2017, through January 31, 2024.

15. "Class Representative" or "Plaintiff" means and refers to Plaintiff Mark Ramos.

16. "Complaint" refers to the class and PAGA representative action complaint filed herein.

17. "Court" (or "Judge") means the California Superior Court, County of San Bernardino.

18. "Defendant" refers to Defendant MSI Structural Steel, LLC.

19. "Defendant's Counsel" or "Defense Counsel" means and refers to Payne & Fears.

20. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

21. "Employee Paid Taxes" means taxes paid by an individual employee, including but not limited to Federal Insurance Contributions Act, federal income tax, state disability

1 insurance, and state income tax payments.

2 22. "Employer Paid Taxes" means taxes paid by the employer, including Federal
3 Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance,
4 and Employee Training Tax payments.

5 23. "Escalator Clause:" Based on a review of its records, Defendant estimated there
6 were 148 Class Members who collectively worked a total of 12,796 Workweeks during the Class
7 Period. As such, the Parties agree that, should the total number of workweeks during the Class
8 Period exceed 14,715 (15% more than Defendant's representation), then the Settlement Amount
9 shall increase by \$28.33 (\$362,500 divided by 12,796) for each additional workweek above
10 14,715.

11 24. "Final Approval" refers to the order of the Court granting final approval of this
12 Settlement Agreement and entering a judgment approving this Agreement on substantially the
13 terms provided herein or as may be modified by subsequent agreement of the Parties.

14 25. "Gross Settlement Amount" is \$362,500.00, which is the total gross amount
15 Defendant agrees to pay under the Settlement except for the Employer Paid Taxes and as
16 provided in Paragraph 23. The Gross Settlement Amount will be used to pay Individual Class
17 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees
18 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments,
19 the Administrator Expenses Payment, all interest payments, and all applicable Employee Paid
20 Taxes.

21 26. "Individual Class Payment" means the Participating Class Member's pro rata
22 share of the Net Settlement Amount calculated according to the number of Work Weeks worked
23 during the Class Period.

24 27. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
25 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked
26 during the PAGA Period.

27 28. "Judgment" means the judgment entered by the Court based upon the Final
28 Approval.

1 29. “LWDA” means the California Labor and Workforce Development Agency.

2 30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
3 LWDA under Labor Code section 2699, subd. (i).

4 31. “Net Settlement Amount” means the Gross Settlement Amount, less the following
5 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
6 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to
8 Participating Class Members as Individual Class Payments, including all Employee Paid Taxes.

9 32. “Non-Participating Class Member” means any Class Member who opts out of the
10 Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 33. “Notice” means the notice of proposed class settlement that will be sent to the
12 Class Members and which will advise each Class Member of the settlement and his or her
13 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
14 setting of a Final Approval Hearing. The Notices shall be mailed in English and Spanish.

15 34. “Objecting Class Member” means a Class Member, other than Plaintiff, who
16 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 68(c)
17 below.

18 35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

19 36. “PAGA Notice” means Plaintiff Mark Ramos’ December 17, 2021 letter to
20 Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

21 37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
22 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00) and
23 the 75% to LWDA (\$22,500.00) in settlement of PAGA claims.

24 38. “PAGA Period” is the period from December 17, 2020, through January 31, 2024.

25 39. “Participating Class Member” means any and all Class Members who do not opt-
26 out by submitting timely valid Requests for Exclusion.

27 40. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.
28

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

3 42. “Preliminary Approval Order” means the judicial Order to be entered by the
4 Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement
5 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the
6 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
7 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
8 and costs.

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

12 44. “Released Class Claims” or “Class Claims” by the Participating Class Members
13 upon Final Approval of the Settlement mean the claims stated in the operative complaint and
14 those based upon the facts in the complaint, including: (a) failure to pay minimum wages, (b)
15 failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest
16 breaks, (e) timely pay wages upon separation of employment, (f) failure to provide accurate
17 itemized wage statements, (g) failure to reimburse business expenses, (h) unfair and unlawful
18 competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in
19 the operative complaint. The time period governing the Released Class Claims shall be the Class
20 Period.

21 45. “Released PAGA Claims” or “PAGA Claims” means all PAGA claims that
22 Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the
23 State of California, based on the facts stated in the operative Complaint and in the relevant
24 LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (a)
25 failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal
26 periods, (d) failure to provide rest breaks, (e) failure to timely pay wages each period and upon
27 separation of employment, (f) failure to provide accurate itemized wage statements, (g) failure to
28 reimburse business expenses, and (h) all other claims for civil penalties recoverable under the

1 Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged
2 in the operative complaint. The time period governing the PAGA Released Claims shall be the
3 PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims
4 for wages or statutory penalties. Aggrieved Employees' Released PAGA Claims are limited to
5 the PAGA Period.

6 46. "Released Parties" means Defendant and each of its past, present and future
7 agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,
8 stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related
9 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors,
10 insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates,
11 alter-egos, vendors, and affiliated organizations, and all of its respective past, present and future
12 employees, directors, officers, agents, representatives, payroll agencies, attorneys, stockholders,
13 fiduciaries, parents, subsidiaries, and assigns.

14 47. "Request for Exclusion" means a Class Member's submission of a written request
15 to be excluded from the Class Settlement signed by the Class Member.

16 48. "Response Deadline" means 30 days after the Administrator mails the Class
17 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class
18 Members may mail Requests for Exclusion from the Settlement, or mail his or her Objection to
19 the Settlement. Class Members to whom the Class Notice is resent after having been returned
20 undeliverable to the Administrator shall have the Response Deadline extended by an additional
21 14 calendar days.

22 49. "Service Payment" or "Service Award" means, in exchange for the execution of a
23 stand-alone general release of all claims, the payments to each Class Representative for initiating
24 the Action and providing services in support of the Action, in addition to their Individual Class
25 Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved
26 Employee.

27 50. "Work Weeks" or "Weeks Worked" means any week during which a Class
28 Member or Aggrieved Employee worked for Defendant for at least one day during the Class

1 Period or PAGA Period.

2 **B. General Terms**

3 51. On December 17, 2021, Plaintiff Mark Ramos filed a putative class and
4 representative PAGA action in the San Bernardino County Superior Court. On the same day,
5 Plaintiff Vargas submitted a letter to the LWDA setting for the alleged violations under PAGA.
6 The LWDA declined to assert jurisdiction over the PAGA Claims. The operative complaint
7 alleges the following claims: (a) failure to pay minimum wages, (b) failure to pay overtime
8 wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) timely pay wages
9 upon separation of employment, (f) failure to provide accurate itemized wage statements, (g)
10 failure to reimburse business expenses, (h) unfair and unlawful competition, and (i) related PAGA
11 claims.

12 52. Defendant denies Plaintiff's claims and allegations and contend that the Action is
13 not suitable for class certification or manageable as a class or representative action.

14 53. The Class Representative believes he can proceed with the representative and
15 class claims, that the Action is meritorious, and that class certification is appropriate.

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

1 55. On August 30, 2023, Plaintiff and Defendant participated in a full-day mediation
2 with Glenn Lerman, a well-respected wage-and-hour mediator. However, the matter did not
3 settle at the conclusion of mediation. Instead, the Parties continued negotiations for months until
4 the Parties reached the Settlement detailed herein on December 19, 2023.

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

9 57. Stipulation for Class Certification. For settlement purposes only, Defendant will
10 stipulate that the Class Members described herein who do not Request Exclusion from the Class
11 may be conditionally certified as a Class. This stipulation to certification is in no way an
12 admission that class action certification is proper and shall not be admissible in this or in any
13 other action except for the sole purposes of enforcing this Agreement. Should, for whatever
14 reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part
15 of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
16 be admissible in connection with, the issue of whether certification would be appropriate in a
17 non-settlement context. Defendant expressly reserves its rights and declares that it would
18 continue to oppose class certification and the substantive merits of the case should the Court fail
19 to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will
20 continue to pursue class certification and a trial should the Court fail to issue Final Approval.

21 **C. Terms of Settlement**

22 58. The financial terms of the Settlement are as follows:

23 (a) Gross Settlement Amount: The Parties agree to settle this Action for the
24 Gross Settlement Amount, subject to the Escalator Clause and Defendant's obligation to
25 separately pay Employer Paid Taxes, which is the maximum amount that will be paid by
26 Defendant and includes Individual Class Payments, the Class Counsel Fees Payment, the Class
27 Counsel Litigation Expenses Payment, the Service Payment to the Class Representatives,
28 Administration Costs, and PAGA Penalties.

1 (b) The Individual Class Payment for each Class Member will be calculated
2 by the Administrator using the Class Data provided by Defendant as follows. Compensable
3 workweeks will be all Weeks Worked by the Class Members during the Class Period. The
4 dollars per compensable work week will be calculated by dividing the total Weeks Worked by
5 Class Members into the Net Settlement Amount to determine a per work week value
6 ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks
7 Worked by a Participating Class Member during the Class Period to determine the distribution
8 for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the
9 Administrator shall proportionately increase the Individual Class Payments for each Participating
10 Class Member so that the amount actually distributed to Participating Class Members equals
11 100% of the Net Settlement Amount.

12 (c) Allocation of Individual Class Payments: The Individual Class Payments
13 to Participating Class Members will be allocated as follows: one-third (33.33%) will be allocated
14 as wages subject to withholding of all applicable local, state and federal taxes; and two-thirds
15 (66.67%) will be allocated for interest and statutory penalties from which no taxes will be
16 withheld. The Administrator will issue to each Participating Class Member an Internal Revenue
17 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form
18 1099 with respect to the penalties and interest allocations. Participating Class Members assume
19 full responsibility and liability for any Employee Paid Taxes owed on their Individual Class
20 Payment.

21 (d) Service Payment to Class Representatives: The amount, if any, awarded
22 to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to
23 exceed \$10,000, in exchange for the service that he performed on behalf of the Class. Defendant
24 agrees not to oppose this request. The Service Payment to Plaintiff will be paid out of the Gross
25 Settlement Amount. The Class Representative will be issued an IRS Form 1099 in connection
26 with this payment. Plaintiff shall be solely and legally responsible to pay all applicable taxes on
27 this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff
28 less than the requested amount shall not be a basis for Class Counsel to void this Settlement

1 Agreement. Should the Court approve a lesser amount for the Service Payment, the difference
2 shall be added to the Net Settlement Amount to be distributed to the Participating Class
3 Members. The Service Payment to Class Representative is conditioned on the Plaintiff's
4 Release, which is a general release of all claims, as set forth below.

5 (e) Class Counsel Fees Payment and Expenses Payment: Defendant agrees to
6 not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of
7 the Gross Settlement Amount, plus reasonable litigation costs not to exceed \$20,000. The Class
8 Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be paid from the
9 Gross Settlement Amount, and, except for these payments, Defendant shall have no further
10 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
11 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
12 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
13 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
14 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
15 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and expenses awarded by the
16 Court. Class Counsel assumes full responsibility and liability for taxes owed on the Class
17 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

18 (f) Administration Costs: The fees and other charges of the Administrator
19 will be paid from the Gross Settlement Amount, not to exceed \$7,500, unless (1) the Escalator
20 Clause is triggered (whereby any reasonable increase in Settlement Administration Costs shall be
21 paid from the increased Gross Settlement Amount, subject to Court approval), or (2) as otherwise
22 approved by all Parties and the Court. To the extent the Administration Costs are less or the
23 Court approves payment less than \$7,500, the Administrator will retain the remainder in the Net
24 Settlement Amount.

25 (g) PAGA Penalties: The Parties agree that \$30,000 is allocated to PAGA
26 Penalties, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of
27 this amount, \$22,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under
28 PAGA and \$7,500 (25%) will form the Individual PAGA Payments to the Aggrieved

1 Employees, which shall be calculated and allocated pro-rata on a Work Week basis, which will
2 be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099.
3 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
4 Individual PAGA Payment. Class Counsel shall give proper notice to the LWDA of the
5 Settlement.

6 (h) Tax Liability: Class Counsel, Defendant and Defendant's Counsel make
7 no representations as to the tax treatment or legal effect of settlement amounts called for
8 hereunder, and Plaintiff and the Class Members are not relying on any statement or
9 representation by Class Counsel or Defendant in this regard. Plaintiff, Participating Class
10 Members, and Aggrieved Employees understand and agree that they will be solely responsible
11 for the payment of any taxes and penalties assessed on their respective Individual Class
12 Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in
13 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
14 Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is
15 changed after the date of this Agreement, the processes set forth in this Section may be modified
16 in a manner to bring Defendant into compliance with any such changes. Plaintiff, Participating
17 Class Members, and Aggrieved Employees understand and agree that they will be solely
18 responsible for the payment of any taxes and penalties assessed on their respective payments
19 described herein.

20 (i) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
21 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
22 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
23 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO
24 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
25 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
26 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
27 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
28 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES

1 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
2 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
3 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
4 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
5 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
6 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
7 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
8 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
9 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
11 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
12 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
13 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
14 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
15 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

25 (k) Class Counsel and Plaintiffs believe that the Settlement is fair and
26 reasonable and will so represent same to the Court.

27 ///

28 ///

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

2 59. Upon entry of the Final Approval Order and Defendant's funding of the Gross
3 Settlement Amount and the required Employer Paid Taxes, and except as to such rights or claims
4 as may be created by this Agreement, Plaintiff and the Participating Class Members will forever
5 completely release and discharge the Released Parties from the Released Class Claims for the
6 Class Period.

7 60. Each Participating Class Member will be deemed to have made the foregoing
8 Release as if by manually signing it.

9 61. Class Representatives, on behalf of themselves and the Class, acknowledge and
10 agree that the claims for unpaid wages and untimely payment of wages in the Action are
11 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
12 them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that
13 Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
14 in pertinent part as follows: "An employer shall not require the execution of any release of any
15 claim or right on account of wages due, or to become due, or made as an advance on wages to be
16 earned, unless payment of those wages has been made."

17 **E. Release of PAGA Claims**

18 62. Upon entry of the Final Approval Order and Defendant's funding of the Gross
19 Settlement Amount and the required Employer Paid Taxes, Plaintiff, the LWDA, the State of
20 California, and Aggrieved Employees shall completely release and discharge the Released
21 Parties from the Released PAGA Claims for the PAGA Period.

22 63. Regardless of submitting a valid Request for Exclusion, neither Plaintiffs nor any
23 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from
24 releasing the Released PAGA Claims. Under *Robinson v. Southern Counties Oil Co.*, 53
25 Cal.App.5th 476 (2020), the Released PAGA Claims apply to all Aggrieved Employees,
26 regardless of whether they request exclusion from the class.

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

1 **F. Release by Plaintiff and Class Representatives**

2 65. As a condition of receiving any portion of the Class Representative Service
3 Payments, Plaintiff and each of their respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 the Released Parties from all known and unknown claims, transactions, or occurrences under
6 federal, state and/or local law, statute, ordinance, regulation, common law, or other source of
7 law, including but not limited to claims arising from or related to their respective employments
8 with Defendant and their compensation while so employed ("Plaintiff's Release"). Plaintiff's
9 Release includes all claims asserted in the Action and/or arising from or related to the facts and
10 claims alleged in the Action or the PAGA Notice, or that could have been raised in the Action or
11 the PAGA Notice based on the facts and claims alleged. Plaintiff's Release includes, but is not
12 limited to, all claims for unpaid wages, including, but not limited to, failure to pay minimum
13 wages, straight time compensation, overtime compensation, double-time compensation, and
14 interest; the calculation of the regular rate of pay; failure to pay wages at least twice each
15 calendar month; failure to timely pay wages; failure to timely pay final wages; non-compliant
16 (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide
17 meal periods; failure to authorize and permit rest periods; the calculation and payment of meal
18 period and rest period premiums; failure to reimburse business expenses; payment for all hours
19 worked, including off-the-clock work and rounded time; wage statements; deductions; failure to
20 keep accurate records; unlawful deductions and/or withholdings from wages; unfair business
21 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and
22 payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys'
23 fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code
24 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,
25 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7,
26 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174,
27 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*,
28 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California

1 Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA);
2 California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to
3 include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of
4 Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act,
5 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the
6 Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs'
7 Release also includes all claims for lost wages and benefits, emotional distress, retaliation,
8 punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for
9 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example
10 only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans
11 with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the
12 California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This
13 release excludes the release of claims not permitted by law. Plaintiff's Release does not extend
14 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
15 unemployment benefits, disability benefits, social security benefits, workers' compensation
16 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff
17 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
18 or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiff's
19 Release shall be and remain effective in all respects, notwithstanding such different or additional
20 facts or Plaintiff's discovery of them. The specific terms of each respective Plaintiff's Release
21 will be detailed in stand-alone individual settlement agreements.

22 66. Plaintiff's Waivers of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
24 and benefits, if any, of section 1542 of the California Civil Code, which reads:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
26 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
27 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF
28 KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR

1 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2 **G. Interim Stay of Proceedings**

3 67. Pending completion of all of the prerequisites necessary to effectuate this
4 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
5 except such as is necessary to effectuate the Settlement.

6 **H. Notice Process**

7 68. Appointment of Administrator. The Parties have agreed to the appointment of the
8 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
9 using standard devices to obtain forwarding addresses, independently reviewing and verifying
10 documentation associated with any claims or opt-out requests, resolving any disputes regarding
11 the calculation or application of the formula for determining the Individual Class Payment and
12 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class
13 Members and Aggrieved Employees, issuing all necessary tax forms, preparing declarations and
14 reports for the Parties and the Court, and performing such other tasks as set forth herein or as the
15 Parties mutually agree or that the Court orders.

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

26 70. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
27 Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a
28 check of the Class Members' addresses against those on file with the U.S. Postal Service's

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

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

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

21 73. Returned Notice Packets. The Administrator will take steps to ensure that the
22 Notice is received by all Class Members, including utilization of the National Change of Address
23 Database maintained by the United States Postal Service to review the accuracy of and, if
24 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
25 updated address is located within five (5) calendar days following both the Administrator
26 learning of the failed mailing and its receipt of the updated address. Class Members to whom the
27 Class Notice is resent after having been returned undeliverable to the Administrator shall have
28 the Response Deadline extended by an additional 14 calendar days.

1 74. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
2 if an envelope has not been returned to Administrator by the Response Deadline that the Class
3 Member received the Notice.

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

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

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

27 (a) Requests for Exclusion from Class. Any Class Member, other than
28 Plaintiffs, may request to be excluded from the Class by submitting a "Request for Exclusion" to

1 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
2 should state:

3 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
4 ELEMENTIS SPECIALTIES LAWSUIT. I UNDERSTAND
5 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
6 CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
7 PAYMENT FROM THIS LAWSUIT."

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

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

1 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
2 does not submit a valid and timely Request for Exclusion may object to the terms of this
3 Agreement. To object, a Class Member shall inform the Administrator, in writing by mail, of his
4 or her objection which must be postmarked by the Response Deadline (plus an additional 14
5 days for Class Members whose Class Notice was re-mailed). Such objection shall include the
6 Objecting Class Member's full name, address, telephone number, last four digits of the social
7 security number or date of birth, signature, and dates of employment with Defendant, in addition
8 to the case name and number, the basis for the objection, including any legal support and each
9 specific reason in support of the objection, as well as any documentation or evidence in support
10 thereof, and, if the Objecting Class Member is represented by counsel, the name and address of
11 his or her counsel. The Administrator shall provide objections, if any, to Class Counsel and
12 Defense Counsel within three (3) calendar days of receipt, and the Administrator shall attach the
13 same to its declaration of due diligence and file with the Court prior to the Final Approval
14 Hearing. An Objecting Class Member remains eligible to receive monetary compensation from
15 the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses
16 incurred by an Objecting Class Member and/or his or her counsel related to any objections to the
17 Settlement. Submitting an objection does not preserve the right to appeal a final judgment.
18 Rather, the right to appeal is preserved by becoming a party of record by timely and properly
19 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663. Non-
20 Participating Class Members have no right to object to any of the class action components of the
21 Settlement.

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

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

1 date of the Final Approval Hearing.

2 (f) The Administrator shall disclose jointly to Class Counsel and Defense
3 Counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and
4 upon the request of Class Counsel or Defense Counsel.

5 78. Funding of the Settlement Amount. Defendant shall deposit the Gross Settlement
6 Amount, plus Defendant's Employer Paid Taxes owed on Individual Class Payments, with the
7 Administrator within fifteen (15) days after the Effective Date.

8 79. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
9 Gross Settlement Amount by Defendant, the Administrator shall mail the Individual Class
10 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
11 Employees, the Class Counsel Fees Payment and Class Counsel Litigation Expense Payment to
12 Class Counsel, any Service Payments to the Class Representatives, the payment to the LWDA
13 for PAGA Penalties, and will pay itself the Administration Costs.

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

1 (a) If any Participating Class Member's check is not cashed within the time
2 periods noted above, the check will be void and a stop-payment will be issued, and the
3 Administrator shall issue the unclaimed funds to the California Controller's Unclaimed Property
4 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
5 requirements of California Code of Civil Procedure Section 384, subd. (b).

6 (b) If any Aggrieved Employee's check is not cashed within the time periods
7 noted above, the check will be void and a stop-payment will be issued, and the Administrator
8 shall issue the unclaimed funds to the California Controller's Unclaimed Property Fund in the
9 name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the
10 requirements of California Code of Civil Procedure Section 384, subd. (b).

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

12 81. Promptly after execution of this Agreement, Plaintiff will move the Court for
13 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
14 accomplishing the following:

- 15 (a) Approving as to form and content the proposed Notice;
16 (b) Directing the mailing of the Notice by first class mail to the Class
17 Members;
18 (c) Preliminarily approving this Settlement;
19 (d) Preliminarily certifying the class for purposes of this Settlement;
20 (e) Advising the LWDA of the proposed Settlement; and
21 (f) Scheduling the Final Approval Hearing on the issue of whether this
22 Settlement should be finally approved as fair, reasonable and adequate.

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

24 82. In connection with the Final Approval Hearing provided for in this Agreement,
25 Class Counsel shall submit a proposed Final Approval Order:

- 26 (a) Approving the Settlement, adjudging the terms thereof to be fair,
27 reasonable and adequate, and directing consummation of its terms and provisions;
28

1 (b) Approving Class Counsel's application for an award of the Class Counsel
2 Fees Payment and Class Counsel Litigation Expenses Payment, the Service Payment to the Class
3 Representatives, and the payment to the Administrator for costs of administering the settlement;
4 and

5 (c) Entering judgment approving settlement.

6 **K. Voiding the Agreement**

7 83. Defendant's Right to Rescind. If either: (a) more than ten percent (10%) of the
8 Class Members submit timely and valid requests to opt out of the Class Settlement; (b) the total
9 Workweeks associated with Class Members who submit timely and valid requests to opt out of
10 the Class Settlement equal or exceed ten percent (10%) of the total Workweeks during the Class
11 Period, or (c) the LWDA objects to the Settlement, Defendant shall have the option, in its sole
12 discretion, to rescind this Agreement. The Parties agree that if Defendant rescinds this
13 Agreement, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
14 neither Party will have any further obligation to perform under this Agreement; provided,
15 however, Plaintiff and Defendant will each be responsible for paying half of all Settlement
16 Administration Expenses incurred to that point. If Defendant exercises this option, it shall
17 provide Class Counsel with written notice of its election within ten (10) days after the
18 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
19 effect. At which point the Parties shall return to their respective positions that existed before the
20 execution of this Agreement, and no term of this Agreement or any draft thereof, or the
21 negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall
22 have any effect or be admissible as evidence for any purpose in the Action, or in any other
23 proceeding.

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

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

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

8 **L. Other Terms**

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

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

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

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

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

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

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

19 93. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
20 Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary
21 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
22 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
23 terms of the Agreement directly or indirectly, specifically or generally, to any person,
24 corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,
25 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
26 counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
27 authorities; (4) to the extent necessary to obtain a "not to exceed" bid and a declaration from the
28 Administrator; (5) in response to a court order or subpoena; or (6) in response to an inquiry or

1 subpoena issued by a state or federal government agency. Each Party agrees to immediately
2 notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
3 information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to,
4 directly or indirectly, initiate any conversation or other communication, before the filing of the
5 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
6 giving rise to this Agreement except to respond only that "the matter was resolved," or words to
7 that effect. This paragraph does not restrict Class Counsel's communications with Class
8 Members in accordance with Class Counsel's ethical obligations owed to Class Members.

9 94. No Solicitation. The Parties separately agree that they and their respective
10 counsel and employees will not solicit any Class Member to opt out of or object to the
11 Settlement, or appeal from the Judgment. Class Counsel shall not at any time list or publicize
12 the action or settlement on its website or any advertising material. Nothing in this paragraph
13 shall be construed to restrict Class Counsel's ability to communicate with Class Members in
14 accordance with Class Counsel's ethical obligations owed to Class Members.

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

19 *To the Class:*

20 Brian J. Mankin
21 *brian@lmlfirm.com*
22 Lauby, Mankin & Lauby LLP
23 5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

24 *To Defendant:*

25 Jeffrey K. Brown, State Bar No. 162957
26 *jkb@paynefears.com*
27 PAYNE & FEARS
28 4 Park Plaza, Suite 1100
Irvine, California 92614
Tel: 949-851-1100 | Fax: 949-851-1212

1 96. 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 his or its counsel participated in the drafting of this Agreement. Plaintiff
5 and Defendant expressly waive the common-law and statutory rule of construction that
6 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
7 and represent that the language in all parts of this Agreement shall be in all cases construed as a
8 whole, according to its fair meaning.

9 97. 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 98. 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 99. 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 and Defendant may agree to seek the help of the Mediator to resolve
21 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
22 own attorneys' fees and costs. This provision shall not apply to any legal action or other
23 proceeding instituted by any person or entity other than Plaintiff or Defendant.

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

27 101. Integration Clause. This Settlement Agreement contains the entire agreement
28 between the Parties relating to the settlement and transaction contemplated hereby, and all prior

1 or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
3 hereunder may be waived except in writing.

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

7 103. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
8 because the members of the Class are numerous, it is impossible or impractical to have each
9 Class Member execute this Agreement. The Notice will advise all Class Members of the binding
10 nature of the release provided herein and such shall have the same force and effect as if this
11 Agreement were executed by each Class Member.

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

17 Dated: Apr 3, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:



Mark ramos (Apr 3, 2024 15:44 PDT)

Mark Ramos

20 Dated: Apr. 4, 2024

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP



Brian J. Mankin

Attorneys for Plaintiff

25 Dated: _____

DEFENDANT MSI STRUCTURAL STEEL, LLC

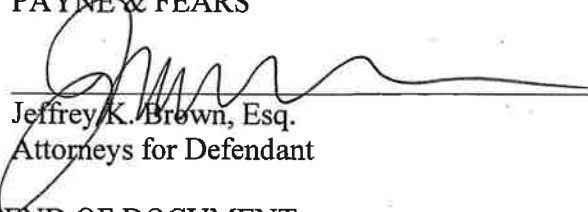


By: DION M. GENCHI (name)

CEO (title)

1 Dated: 5/31/24

COUNSEL FOR DEFENDANT
PAYNE & FEARS

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Jeffrey K. Brown, Esq.
Attorneys for Defendant

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END OF DOCUMENT

EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00475 Ramos v MSI
Structural Steel (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
Mark Ramos 14000-00475 Ramos v MSI Structural Steel									
12-20-2021	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	75.00	0.00	1.00	75.00
LWDA Case Number: LWDACM85812121 to submit PAGA letter									
12-28-2021	Approved		Non-Billable	E101 Copying	Aguilera, Monica A	0.06	0.00	84.00	5.04
84 copies @ .06 each - letters to employer									
01-04-2022	Approved		Non-Billable	E108 Postage	Aguilera, Monica A	16.92	0.00	1.00	16.92
Postage for the month of December 2021									
02-01-2022	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	1,475.00	0.00	1.00	1,475.00
San Bernardino Superior Court Receipt #SC-2022-06227 and #SC-2022-06228 to fax file complaint									
02-07-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	142.61	0.00	1.00	142.61
Bosco Inv #6638471 Serve: MSI Structural Steel, LLC, a California Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 02/03/2022									
08-01-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	8.00	0.48
8 copies @ .06 for Nic of Change of Address									
11-07-2022	Approved		Non-Billable	E115 Court reporting and transcripts	Chiarito, Tracie	977.25	0.00	1.00	977.25
DVR Enterprises, Inc. Invoice #221026 - copy of deposition transcript of Mark Ramos taken October 26, 2022									
12-22-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID #11636528 for 12/21/22 CMC									
04-26-2023	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	7,600.00	0.00	1.00	7,600.00
ADR Services, Inc. Inv #23-2342-GEL-01 for 8/30/23 mediation with Glenn Lerman, Esq.									
06-15-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	31.06	0.00	1.00	31.06
TurboCourt Order #8058641 - file Slip and Order to Cont CMC									
08-28-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00475 Ramos v MSI
Structural Steel (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
Mark Ramos 14000-00475 Ramos v MSI Structural Steel									
TurboCourt Order #8222221 - file Joint Statement									
08-31-2023	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	3,600.00	0.00	1.00	3,600.00
Berger Consulting Inv #9204									
09-05-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11737456 for 9/5/23 CMC									
12-07-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	89.95	0.00	1.00	89.95
Bosco Inv #10045211 File and conform in Dept. S26. -Joint Informal Discovery Conference Brief Court: San Bernardino County Superior Court - Central District Completed on: 12/06/2023									
06-17-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	214.10	0.00	1.00	214.10
Bosco Inv #11234808 File and Conform: Motion Declaration (3) Proposed Order **Advance Fees** Court: San Bernardino County Superior Court - Central District Completed on: 6/13/2024									
09-12-2024	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	3.14	0.00	1.00	3.14
Receipt for SBSC for copy of signed PA order									
09-13-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11860045 for 9/12/24 MPA									
12-30-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	400.00	0.00	1.00	400.00
Estimated costs to file MFA and supporting documents via Bosco									
01-23-2025	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated cost for Courtcall for MFA									

EXHIBIT “C”