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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

DARREL NORTHRUP, individually, on a  
representative basis, and on behalf of all others  
similarly situated;

Plaintiff,

vs.

GUYOU CONSTRUCTION, INC., a  
California Corporation; MARCUS A.  
GUYOU, an individual; and DOES 1 through  
20, inclusive;

Defendants.

Case No.: CVRI2105858  
*[Assigned to Hon. Harold Hopp, Dept 1, for  
all purposes]*

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

Hearing

Date: December 12, 2023

Time: 8:30 a.m.

Dept: 1

Complaint filed: December 29, 2021

I, Brian J. Mankin, state and declare:

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

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DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

1 **COUNSEL'S EXPERIENCE**

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

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

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

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

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

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

4 **ADEQUACY OF THE SETTLEMENT**

5 7. The Class, as conditionally certified by this Court, consists of all current and  
6 former non-exempt (i.e., hourly paid) employees employed by Guyou Construction under the job  
7 titles of inspection technician, installation foreman, installation technician, or operation &  
8 maintenance/service technician in California at any time during the Class Period of December  
9 29, 2017, through January 26, 2023.

10 8. As set forth in the Declaration of Taylor Mitzner on behalf of the Administrator,  
11 Phoenix Administrators, the Net Settlement Amount is \$138,519.58, after the deductions set  
12 forth in the chart below:

|                                     | <b>Total Amount</b>  |
|-------------------------------------|----------------------|
| <i>Settlement Amount</i>            | \$ 300,000.00        |
| Attorneys’ Fees (1/3)               | \$ 100,000.00        |
| Litigation Costs                    | \$ 16,980.42         |
| Administrator Costs                 | \$ 7,000.00          |
| PAGA Penalties                      | \$ 30,000.00         |
| Class Representative Service Award  | \$ 7,500.00          |
| <b><i>Net Settlement Amount</i></b> | <b>\$ 138,519.58</b> |

18  
19 9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection  
20 Form, Dispute Form and Exclusion Form, was very successful, as 98% of the Notice Packets  
21 were successfully delivered by the Administrator.

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

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

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

mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all but two Class Members elected to participate and no objections were submitted, 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, Defendants vigorously challenged Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

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

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

1 and result in no payment to the class members.<sup>1</sup>

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

6 16. It has been my experience that the benchmark for attorney fee awards in  
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court  
8 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement  
9 Agreement, Class Counsel is seeking a fee of \$100,000, which is one-third of the Settlement  
10 Amount.

11 17. There are several additional factors why I believe that the Court should award  
12 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts  
13 resulted in a \$300,000 Settlement on behalf of 205 Participating Class Members, who will  
14 receive approximately \$675.71 each on average and up to a maximum of \$3,810.28 for those  
15 employees that worked the longest during the Class Period. This is a good result, especially in  
16 light of the disputed nature of the claims alleged. This result was achieved by the work and  
17 success of my office, who negotiated the settlement after extensive preparation, investigation,  
18 mediation, and substantial work thereafter.

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

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26  
27  
28 <sup>1</sup> [www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf](http://www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf)

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

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

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

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

26           23.     At my office, this case was handled by Misty Lauby while I performed the role of  
27 the supervising attorney (although I primarily took over the case handling after mediation so that  
28 Ms. Lauby can focus on handling non-settled cases in litigation). Ms. Lauby's experience is set

1 forth in her declaration, but in short, she has been in practice for 16 years, and joined my team  
2 approximately 5 years ago wherein she works exclusively with me on employment law matters.  
3 Misty bills at the hourly rate of \$650/hour. I have been in practice for 22 years, with most of  
4 those years handling complex litigation and for over the last 15 years, my practice has almost  
5 entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour.  
6 I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex  
7 class action litigation, if not somewhat lower.

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

25         25. The table below includes a summary of the hours worked, plus additional hours  
26 that I will bill in finalizing and filing the motion, preparing for and attending the approval  
27 hearing, and working with the administrator and defense counsel to issue checks, respond to  
28 class members and finalize this matter. The actual aggregated lodestar between the attorneys

that worked on this case is approximately \$133,832.50. This results in a *negative multiplier*. The hours and rates are summarized in the following table, which are further set forth in our billing records which are attached hereto as **Exhibit “C”**:

| Attorney/Timekeeper                                                    | Rate         | Hours                   | Fee                 |
|------------------------------------------------------------------------|--------------|-------------------------|---------------------|
| <b>Brian J. Mankin</b><br><i>Trial Counsel / Partner</i><br>(22 Years) | <b>\$775</b> | <b>88.9<sup>2</sup></b> | <b>\$68,897.50</b>  |
| <b>Misty Lauby</b><br><i>Handling Attorney / Partner</i><br>(16 Years) | <b>\$650</b> | <b>99.9</b>             | <b>\$64,935.00</b>  |
| <b>Grand Total for All Attorneys</b>                                   |              |                         | <b>\$133,832.50</b> |

26. 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.

27. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm’s expenses through the final approval hearing are estimated to be \$16,980.42, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit “D”). Since the Settlement Agreement provided for capped costs up to \$20,000, the savings will be placed in the Net Settlement Amount for distribution to the Participating Class Members. Defendants do not oppose this request for costs.

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

1                                    REASONABLENESS OF REQUESTED SERVICE AWARDS

2            28.     I also believe that the service award of \$7,500 the Class Representative is fair and  
3 warranted. He came forward and worked directly with my office in analyzing the claims and  
4 documents, providing valuable information. (See his declaration for supporting information.)  
5 Indeed, his participation was an essential element of Defendants' desire to mediate and of the pre  
6 and post mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiff  
7 also took on various risks, including the risk that he could have been ordered to pay Defendants'  
8 costs if he lost and the risk of retaliation and being black-balled in the industry. Defendants do  
9 not oppose the requested service awards.

10                                   SUBMISSION TO THE LWDA

11            29.     The Motion and declarations, including the Settlement Agreement, have  
12 concurrently been submitted to the LWDA. (See Exhibit "E").

13                                   EXHIBITS AND CONCLUSION

14            30.     A true and correct copy of the Class Action Settlement Agreement and Release of  
15 Claims (the "Settlement Agreement") is attached hereto as Exhibit "A."

16            31.     A true and correct copy of the Order granting preliminary approval is attached  
17 hereto as Exhibit "B."

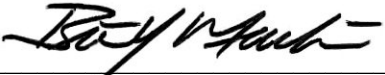
18            32.     A true and correct copy of the combined billing records for Ms. Lauby and me are  
19 attached as Exhibit "C."

20            33.     Attached hereto as Exhibit "D" is a true and correct copy of an itemized statement  
21 of my firm's litigation costs.

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

24            35.     For the foregoing reasons, it is respectfully requested that the Court grant final  
25 approval of the settlement as being fair, reasonable, and in the best interest of the class, and  
26 approve the requested attorneys fees, costs, and enhancements.  
27  
28

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

3  
4 By:   
5 Brian J. Mankin, Esq.  
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DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION FOR FINAL APPROVAL

EXHIBIT “A”

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Attorneys for Defendants Guyou Construction, Inc. and Marcus Gayou

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

DARREL NORTHRUP, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

GUYOU CONSTRUCTION, INC., a  
California Corporation; MARCUS A.  
GUYOU, an individual; and DOES 1 through  
20, inclusive;

Defendants.

Case No.: CVRI2105858  
*[Assigned to Hon. Judge Craig Riemer, Dept  
1, for all purposes]*

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

1 This Class Action Settlement Agreement and Release of Claims is entered into by and  
2 between Plaintiff Darrel Northrup, individually, and on behalf of all others similarly situated, and  
3 on behalf of the State of California, and Defendants Guyou Construction, Inc. and Marcus  
4 Gayou, and is approved by their respective counsel of record, subject to the terms and conditions  
5 hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Northrup v. Guyou*  
8 *Construction, Inc. and Marcus A. Gayou*, Riverside County Superior Court, Case No.  
9 CVRI2105858.

10 2. "Aggrieved Employee(s)" means all current and former non-exempt (i.e., hourly  
11 paid) employees employed by Defendant Guyou Construction, Inc., under the job titles of  
12 inspection technician, installation foreman, installation technician, or operation &  
13 maintenance/service technician in California during the PAGA Period.

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

16 4. "Class" includes all current and former non-exempt (i.e., hourly paid) employees  
17 employed by Defendant Guyou Construction, Inc., under the job titles of inspection technician,  
18 installation foreman, installation technician, or operation & maintenance/service technician in  
19 California during the Class Period.

20 5. "Class Counsel" refers to Brian Mankin and Misty Lauby of Lauby, Mankin &  
21 Lauby LLP.

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

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

27 8. "Class Period" is deemed to be any time during the period of December 29, 2017,  
28 through January 26, 2023.

1           9.       “Class Representative” or “Plaintiff” means and refers to Darrel Northrup.

2           10.      “Complaint” refers to the operative class action and representative action  
3 complaint filed in the Riverside Superior Court on December 29, 2021.

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

5           12.      “Defendants” mean and refer to Guyou Construction, Inc., and Marcus Gayou.

6           13.      “Defendant’s Counsel” or “Defense Counsel” means and refers to Tyson &  
7 Mendes, LLP.

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

17          15.      “Escalator Clause:” Defendants represent that there are approximately 231 Class  
18 Members, who collectively worked a total of approximately 8,359 Workweeks during the Class  
19 Period. If the total count of 8,359 Workweeks (as contained in the Class Data) increases by  
20 more than 10% of this number (i.e., above 9,194 Workweeks), then the Settlement Amount shall  
21 increase by \$35.89 for each Workweek above 9,194.

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

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

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

1           19.     “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(b)  
2 below.

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

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

9           22.     “Objecting Class Member” means a Class Member, other than Plaintiff, who  
10 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 70(c)  
11 below.

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

16           24.     “PAGA Period” is deemed to be any time during the period of December 29,  
17 2020, through January 26, 2023.

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

21           26.     “Parties” or “Settling Parties” mean Plaintiff and Defendants, collectively.

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

24           28.     “Preliminary Approval Order” means the judicial Order to be entered by the  
25 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement  
26 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the  
27 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final  
28 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees

1 and costs. Provided that the motion is consistent with the terms herein, Defendants will not  
2 object to Plaintiff's motion for preliminary approval but will be provided with an opportunity to  
3 review and comment upon the motion before it is filed.

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

7 30. "Released Class Claims" or "Class Claims" by the Participating Class Members  
8 upon Final Approval of the Settlement will include all claims stated in the operative Complaint  
9 and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum  
10 wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to  
11 provide rest breaks, (e) failure to failure to timely pay wages upon separation of employment, (f)  
12 failure to provide accurate itemized wage statements, (g) unfair and unlawful competition, and  
13 (h) all other claims for statutory penalties based on the facts or claims alleged in the operative  
14 complaint.

15 31. "Released PAGA Claims" or "PAGA Claims" means any and all PAGA claims  
16 that Plaintiff alleged against the Released Parties, on behalf of himself and the State of  
17 California, based on the facts stated in the operative Complaint in the Action and in the LWDA  
18 notice letter, including all PAGA claims seeking civil penalties that premised upon (a) failure to  
19 pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d)  
20 failure to provide rest breaks, (e) failure to failure to timely pay wages each period and upon  
21 separation of employment, (f) failure to provide accurate itemized wage statements, and (g) all  
22 other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code  
23 §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint. The time period  
24 governing the Released PAGA Claims shall be any time during the PAGA Period.

25 32. "Released Parties" means Defendants, and their officers, directors, and agents.

26 33. "Release Period" shall be the time period governing the Released Class Claims,  
27 which shall be the same as the Class Period.

28 34. "Release" shall mean the release and discharge of the Released Class Claims by

1 Plaintiff and all Participating Class Members.

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

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

6 37. “Service Payment” or “Service Award” means the amount approved by the Court  
7 to be paid to Class Representative Darrel Northrup in addition to his Individual Class Payment  
8 and Individual PAGA Payment.

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

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

22 40. “Settlement Amount” is \$300,000.00, subject to the Escalator Clause and  
23 exclusive of Defendants’ obligation to fund its share of payroll taxes, as further discussed in  
24 Paragraph 49(c) below.

25 41. “Workweeks” or “Weeks Worked” in the context of a Class Members means any  
26 and all Workweeks during the Class Period during which the Class Member worked at least one  
27 day for Defendant Guyou Construction in California. Likewise, in the context of Aggrieved  
28 Employees, it means any and all weeks worked during the PAGA Period during which the

Aggrieved Employee worked at least one day for Defendant Guyou Construction in California.

**B. General Terms**

42. On December 29, 2021, Plaintiff filed a class action and representative PAGA action complaint in the Court, alleging Class Claims and PAGA Claims, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay wages each period, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, (8) unfair and unlawful competition, and (9) related claims under PAGA.

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

44. The Class Representative believe he can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

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

46. On January 26, 2023, Plaintiff and Defendants participated in a full-day mediation with Hon. Jeff Winikow (ret.), a well-respected mediator who previously served for many years as a judge. At the conclusion of mediation and extensive arms-length negotiations, Judge Winikow issued a mediator's proposal. The Parties accepted the proposal and entered into a Memorandum of Understanding.

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

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

17   **C.     Terms of Settlement**

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

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

25               (b)     Net Settlement Amount: The "Net Settlement Amount" is defined as the  
26 Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class  
27 Representative as awarded by the Court, the Settlement Administration Costs, and PAGA  
28 Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or

Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Class Members.

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

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: one-third (33.3%) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and two-thirds (66.7%) will be allocated for interest and statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payment to Class Representative: The amount, if any, awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$7,500 in exchange for the service that Plaintiff performed on behalf of the Class. Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all

1 applicable taxes on this payment. The Parties agree that any amount awarded as the Service  
2 Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void  
3 this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment,  
4 the difference shall be added to the Net Settlement Amount to be distributed to the Participating  
5 Class Members.

6 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a  
7 request by Class Counsel to the Court for an award of attorneys' fees of one-third (33.333%) of  
8 the Settlement Amount, plus reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees  
9 and Cost Award"). Defendants agree not to oppose any contention by Class Counsel that  
10 attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost  
11 Award shall be paid from the Settlement Amount, and, except for this award, Defendants shall  
12 have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should  
13 the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be  
14 added to the Net Settlement Amount to be distributed to the Participating Class Members. Any  
15 Court order awarding less than the amount sought by Class Counsel shall not be grounds to  
16 rescind the Settlement Agreement or otherwise void the Settlement. The Settlement  
17 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'  
18 fees and costs awarded by the Court.

19 (g) Settlement Administration Costs: The fees and other charges of the  
20 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$7,000.00,  
21 unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement  
22 Administration Costs shall be paid from the increased Settlement Amount, subject to Court  
23 approval), or (2) as otherwise approved by all Parties and the Court.

24 (h) PAGA Penalties: The Parties agree that \$30,000 is allocated to PAGA  
25 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this  
26 amount, \$22,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the  
27 Private Attorney General Act of 2004 ("PAGA") and \$7,500 (25%) will form the Individual  
28 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata

on a Work Week basis. Individual PAGA Payments which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

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

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

1 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO  
2 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY  
3 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT  
4 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
5 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY  
6 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
8 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR  
9 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS  
10 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF  
11 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING  
12 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

13 (k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement.  
14 Under no circumstances will any portion of the Settlement Amount revert to Defendants.  
15 Participating Class Members and Aggrieved Employees will not have to make a claim in order to  
16 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of  
17 Individual Class Payments and Individual Class Payments will be made directly to each  
18 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be  
19 responsible for accurately and timely reporting and remittance obligations with respect to  
20 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not  
21 cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set  
22 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 50. Upon entry of the Final Approval Order and Defendants funding of the Settlement  
27 Amount, and except as to such rights or claims as may be created by this Agreement, Plaintiff  
28 and the Participating Class Members will forever completely release and discharge the Released

Parties from the Released Class Claims for the Class Period.

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

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

**E. Release of PAGA Claims**

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

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

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

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

56. Class Representative does hereby, for himself and for his respective spouse, heirs, successors, beneficiaries, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever,

1 from the beginning of time through the execution of this Agreement, whether known or  
2 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based  
3 upon, or relating to Class Representative's employment with Defendants or the remuneration for  
4 or termination of such employment (collectively, the "Class Representative's Claims").

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

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

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

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

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

19 **G. Interim Stay of Proceedings**

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

23 **H. Notice Process**

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

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

63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Class Members regarding the Action and Settlement.

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

increased Settlement Amount, and related increased payments from the Settlement Amount, including increased Attorneys Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval.

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

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

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

68. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Workweeks worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they believe they worked more Workweeks in the Class Period and/or PAGA Period than Defendants'

1 records show by timely submitting evidence to the Settlement Administrator. Defendants'  
2 records will be presumed determinative absent reliable evidence to rebut Defendants' records,  
3 but the Settlement Administrator will evaluate the evidence submitted by the Class Member and  
4 provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and  
5 confer in good faith about the evidence to determine the Class Member's actual number of  
6 Workweeks and estimated Individual Class Payment. If Class Counsel and Defense Counsel are  
7 unable to agree, they agree to submit the dispute to the Court to render a final decision. Class  
8 Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks  
9 Worked, object or opt out, unless extended by the Court.

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

13 70. Class Members' Rights. Each Class Member will be fully advised of the  
14 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion  
15 from the Class Claims portion of the Settlement. The Notice Packet will inform the Class  
16 Members of the Court-established deadlines for filing objections or requesting exclusion from  
17 the Settlement in accordance with the following guidelines:

18 (a) Requests for Exclusion from Class. Any Class Member, other than  
19 Plaintiff, may request to be excluded from the Class by completing the Request for Exclusion  
20 Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the  
21 Settlement Administrator and postmarked on or before the Response Deadline in order to be  
22 timely, unless the Parties otherwise agree in writing. Any such Request must be made in  
23 accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall  
24 attach each Request for Exclusion to its declaration of due diligence and file with the Court prior  
25 to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance  
26 with these requirements: (i) will not have any rights under this Agreement, including the right to  
27 object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments  
28 under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any

1 Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject  
2 to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual  
3 PAGA Payment. All Parties and their counsel, including Defendants' respective members,  
4 member managers, owners, officers, and directors, shall not encourage or solicit opt-outs or  
5 objections, directly or indirectly, through any means.

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

11 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who  
12 does not submit a valid and timely Request for Exclusion, may object to the terms of this  
13 Agreement by completing the Objection Form provided within the Notice Packet. To object, the  
14 Class Member must mail the Objection Form to the Settlement Administrator, postmarked by the  
15 Response Deadline in order to be timely, unless the Parties otherwise agree in writing.  
16 Additionally, any objection must be made in accordance with the terms set forth in the Notice  
17 Packet. The Settlement Administrator shall provide any objections to Class Counsel and  
18 Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach  
19 the same to its declaration of due diligence and file with the Court prior to the Final Approval  
20 Hearing. Any Participating Class Member who files an objection remains eligible to receive an  
21 Individual Class Payment. Plaintiff and Defendants shall not be responsible for any fees, costs,  
22 or expenses incurred by any Class Member and/or his or her counsel related to any objections to  
23 the Settlement. Submitting an objection does not preserve the right to appeal a final judgment.  
24 Rather, the right to appeal is preserved by becoming a party of record by timely and properly  
25 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

26 (d) Failure to Object. Any Class Member who does not timely and properly  
27 become a party of record by intervening or filing a motion to vacate the judgment waives any  
28 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding

1 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion  
2 under California Code of Civil Procedure section 473, and extraordinary writs.

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

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

11 71. Funding of the Settlement Amount. Defendants shall, jointly and severally,  
12 deposit the Settlement Amount with the Settlement Administrator within fifteen (15) days after  
13 the Effective Date.

14 72. Distribution of Funds. No later than ten (10) calendar days after the deposit of the  
15 Settlement Amount by Defendants, the Settlement Administrator shall mail the Individual Class  
16 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved  
17 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service  
18 Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and will  
19 pay itself the Settlement Administration Costs.

20 73. Deadline for Cashing Settlement Checks. Participating Class Members and  
21 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement  
22 Administrator to cash their settlement checks. The release will be binding upon all Participating  
23 Class Members who do not cash their checks within the 180-day period. In the event that any  
24 settlement check is returned to the Settlement Administrator within 180 days of mailing, the  
25 Settlement Administrator will, within five (5) business days of receipt of the returned settlement  
26 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class  
27 Counsel of the results. If a new address is located by these means, the Administrator will have  
28 ten (10) business days to re-issue the check. Neither Defendants, Defense Counsel, Class

1 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen  
2 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of  
3 settlement checks. Without limiting the foregoing, in the event a Participating Class Member  
4 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a  
5 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop  
6 payment on such check. If the check in question has not been negotiated prior to the stop  
7 payment order, the Settlement Administrator will issue a replacement check.

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

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

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

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

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

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

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

26 (d) Preliminarily approving this Settlement;

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

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

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

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

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

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

9 (c) Entering judgment approving settlement.

10 **K. Voiding the Agreement**

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

15 77. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will  
16 have no further obligations under the Settlement, including any obligation by Defendants to pay  
17 the Settlement Amount, or any amounts that otherwise would have been owed under this  
18 Settlement.

19 78. If the Settlement is voided or fails for any reason, any costs incurred by the  
20 Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise  
21 specified in this Agreement.

22 **L. Other Terms**

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

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

27 81. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
28 accomplish the terms of this Agreement, including but not limited to, execution of such

1 documents and to take such other action as may reasonably be necessary to implement the terms  
2 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
3 contemplated by this Agreement and any other efforts that may become necessary by order of the  
4 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as  
5 practicable after execution of this Agreement, Class Counsel shall, with the assistance and  
6 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's  
7 preliminary and final approval of the settlement, and the final entry of judgment.

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

12       83.   No Admission. Defendants deny any and all liability to Plaintiff and/or any Class  
13 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were  
14 asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle  
15 and compromise the matters at issue in the Complaint to avoid further substantial expense and  
16 the inconvenience and distraction of protracted and burdensome litigation. Defendants have  
17 taken into account the uncertainty and risks inherent in litigation, and without conceding any  
18 infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that  
19 it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms  
20 and conditions set forth in this Agreement.

21       84.   Inadmissibility of Agreement. Whether or not the Court issues the Final Approval  
22 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or  
23 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of  
24 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this  
25 Agreement with the intention of avoiding further disputes and litigation with the attendant  
26 inconvenience and expenses. This Agreement is a settlement document, and it, along with all  
27 related documents such as the notices, and motions for preliminary and final approval, shall,  
28 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be

1 inadmissible in evidence in any proceeding, except an action or proceeding to approve the  
2 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as  
3 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not  
4 approved, the stipulation will be of no force or effect.

5 85. No Publicity. The Parties will not publicize the Settlement or disclose it to third  
6 parties prior to the Court granting Preliminary Approval, except as required or necessary to  
7 effectuate its terms and comply with law.

8 86. 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 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:*

20 Kathryn Lee  
21 *klee@tysonmendes.com*  
22 Emily Meeson  
23 *emeeson@tysonmendes.com*  
24 TYSON & MENDES, LLP  
25 5661 La Jolla Boulevard  
26 La Jolla, CA 92037  
27 Tel: (858) 459-4400

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

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

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

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

11 90. Choice of Law. This Settlement Agreement shall be governed by and construed,  
12 enforced and administered in accordance with the laws of the State of California, without regard  
13 to its conflicts-of-law rules.

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

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

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

27 94. Counterparts. This Agreement may be executed in counterparts, and when each  
28 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: March 14, 2023

**PLAINTIFF AND CLASS REPRESENTATIVE:**

  
Darrel Northrup (Mar 14, 2023 09:56 PDT)

Darrel Northrup

Dated: March \_\_, 2023

**DEFENDANT GUYOU CONSTRUCTION, INC.**

By: Marcus Guyou, CEO

Dated: March \_\_, 2023

**DEFENDANT MARCUS GUYOU**

**APPROVED AS TO FORM:**

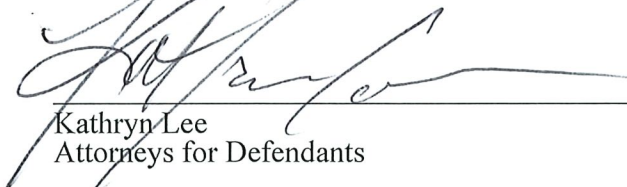
Dated: March 14, 2023

**CLASS COUNSEL**  
LAUBY, MANKIN & LAUBY LLP

  
Brian J. Mankin  
Attorneys for Plaintiff

Dated: March 14, 2023

**DEFENSE COUNSEL:**  
TYSON & MENDES LLP

  
Kathryn Lee  
Attorneys for Defendants

END OF DOCUMENT

original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

Dated: March \_\_, 2023

**PLAINTIFF AND CLASS REPRESENTATIVE:**

\_\_\_\_\_  
Darrel Northrup

Dated: March 3, 2023

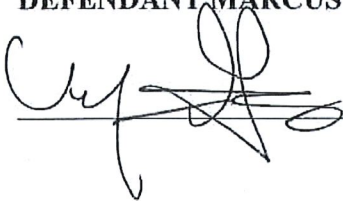
**DEFENDANT GUYOU CONSTRUCTION, INC.**

\_\_\_\_\_  


By: Marcus Guyou, CEO

Dated: March 3, 2023

**DEFENDANT MARCUS GUYOU**

\_\_\_\_\_  


**APPROVED AS TO FORM:**

Dated: March \_\_, 2023

**CLASS COUNSEL  
LAUBY, MANKIN & LAUBY LLP**

\_\_\_\_\_  
Brian J. Mankin  
Attorneys for Plaintiff

Dated: March \_\_, 2023

**DEFENSE COUNSEL:  
TYSON & MENDES LLP**

\_\_\_\_\_  
Kathryn Lee  
Attorneys for Defendants

EXHIBIT “B”

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

**AUG 11 2023**

**E. Escobedo**

Brian J. Mankin, Esq. [CSB No. 216228]  
*brian@lmlfirm.com*  
Misty M. Lauby, Esq. [CSB No. 243009]  
*misty@lmlfirm.com*  
LAUBY, MANKIN & LAUBY LLP  
5198 Arlington Avenue, PMB 513  
Riverside, CA 92504  
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

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

DARREL NORTHRUP, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

GUYOU CONSTRUCTION, INC., a  
California Corporation; MARCUS A.  
GUYOU, an individual; and DOES 1 through  
20, inclusive;

Defendants.

Case No.: CVRI2105858  
*[Assigned to Hon. Harold Hopp, Dept 1, for  
all purposes]*

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING  
THE CLASS FOR SETTLEMENT  
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION  
OF THE NOTICE PACKET TO THE  
CLASS; AND**
- (3) SETTING A FINAL FAIRNESS  
HEARING FOR FINAL APPROVAL  
OF THE SETTLEMENT**

Complaint filed: August 18, 2020

1 Having considered the Class Action Settlement Agreement and Release of Claims  
2 (“Settlement Agreement”) between Plaintiff Darrel Northrup and Defendants Guyou  
3 Construction, Inc., and Marcus Gayou (“Defendants”), the Memorandum of Points and  
4 Authorities in Support of the Motion for Preliminary Approval of Class Action Settlement, all  
5 documents and legal authorities in support thereof, and for good cause appearing therefor, IT IS  
6 HEREBY ORDERED:

7 1. The class is conditionally certified for settlement purposes only and is defined as  
8 follows: all current and former non-exempt (i.e., hourly paid) employees employed by Defendant  
9 Guyou Construction, Inc., under the job titles of inspection technician, installation foreman,  
10 installation technician, or operation & maintenance/service technician in California at any time  
11 during the period of December 29, 2017, through January 26, 2023 (the “Class Period”).

12 2. The Court has determined that sufficient evidence has been presented to grant  
13 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively  
14 valid, proper and fall within the range of a fair, reasonable, and adequate settlement, subject to a  
15 final determination at the Final Approval Hearing.

16 3. Plaintiff Darrel Northrup is appointed as the class representative for settlement  
17 purposes only. Brian Mankin and Misty Lauby of Lauby Mankin & Lauby LLP are appointed as  
18 Class Counsel.

19 4. The Court approves, as to form and content, the Notice of Settlement of Class  
20 Action (the “Class Notice” attached hereto as Exhibit A), as well as the Exclusion Form (Exhibit  
21 B), the Objection Form (Exhibit C) and Dispute Form (Exhibit D) that the Class Members may  
22 use. The Court further finds the Class Notice, Exclusion Form, Objection Form and Dispute  
23 Form fairly apprises the Class Members of the terms of the proposed settlement and of their  
24 options in connection with the settlement.

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

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

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

12           8.       The Court finds that the deadlines and method set forth in the Settlement  
13 Agreement for the mailing of the Notice and related forms described herein meet the  
14 requirements of due process, provide the best notice practicable under the circumstances,  
15 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the  
16 requirements of California law.

17           9.       The Settlement Agreement shall be kept by the Court for review by Settlement  
18 Class Members.

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

|                                                    |                                                                                                                                                            |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Date PA Order is Entered</i>                    | Preliminary Approval (PA) is Granted                                                                                                                       |
| <i>24 days after PA</i>                            | Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.                                      |
| <i>45 days after mailing Class Notice</i>          | Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.                                                   |
| <i>16 court days before Final Approval hearing</i> | Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments. |

|                                 |                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                              |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1<br>2<br>3<br>4<br>5<br>6<br>7 | <p><i>9 court days before Final Approval hearing</i></p> <p><i>5 court days before final approval hearing</i></p> <p><u>Date:</u> December 12, 2023<br/><u>Time:</u> 8:30 a.m.</p> | <p>Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.</p> <p>Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.</p> <p>Final Approval Hearing.</p> |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

11. A final approval hearing shall be held in this Court on December 12, 2023 at 8:30 a.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of the service awards awarded to the class representatives.

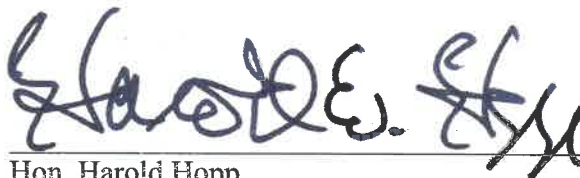
12. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used Plaintiff or the Class Members in this Action as an admission by or against Defendants or any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

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

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

Date:

8/10/23



Hon. Harold Hopp

EXHIBIT “C”

# **NORTHROP v GUYOU CONSTRUCTION**

## *LML Time Records*

| <b>Date</b>                          | <b>Attorney</b> | <b>Description</b>                                                                                                                                                                                                                                             | <b>Hours</b> | <b>Rate</b> | <b>Amount</b>       |
|--------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------------|
| 2/8/2022                             | Brian J. Mankin | Initial file review; exchange multiple emails with OC re mediation and financial experts                                                                                                                                                                       | 3.50         | \$775       | \$ 2,712.50         |
| 2/10/2022                            | Brian J. Mankin | Telephone call with OC re potential mediation and claimed financial issues                                                                                                                                                                                     | 0.30         | \$775       | \$ 232.50           |
| 3/15/2022                            | Brian J. Mankin | Exchange multiple emails with new defense counsel re mediation and retaining an expert to review the financial records                                                                                                                                         | 0.80         | \$775       | \$ 620.00           |
| 1/19/2023                            | Brian J. Mankin | Case development review; Review financial expert report re: Def's financial condition; review and revise mediation brief                                                                                                                                       | 4.90         | \$775       | \$ 3,797.50         |
| 2/7/2023                             | Brian J. Mankin | Begin drafting long form settlement agreement                                                                                                                                                                                                                  | 5.80         | \$775       | \$ 4,495.00         |
| 2/8/2023                             | Brian J. Mankin | Draft Notice Packet and finalize draft of long form                                                                                                                                                                                                            | 4.30         | \$775       | \$ 3,332.50         |
| 3/2/2023                             | Brian J. Mankin | Review bids from several administrators; review OC's changes to the settlement docs                                                                                                                                                                            | 2.50         | \$775       | \$ 1,937.50         |
| 3/27/2023                            | Brian J. Mankin | Begin drafting motion for PA and my declaration                                                                                                                                                                                                                | 6.90         | \$775       | \$ 5,347.50         |
| 3/28/2023                            | Brian J. Mankin | Continue drafting MPA and order                                                                                                                                                                                                                                | 5.70         | \$775       | \$ 4,417.50         |
| 4/12/2023                            | Brian J. Mankin | Select administrator and review/revise admin declaration                                                                                                                                                                                                       | 0.80         | \$775       | \$ 620.00           |
| 4/14/2023                            | Brian J. Mankin | Finalize MPA packet                                                                                                                                                                                                                                            | 3.80         | \$775       | \$ 2,945.00         |
| 5/8/2023                             | Brian J. Mankin | Review Riemer's tentative continuing the hearing because parties did not include 2 additional days for service of the unopposed motion                                                                                                                         | 0.20         | \$775       | \$ 155.00           |
| 6/21/2023                            | Brian J. Mankin | Prepare renewed MPA based on the tentative ruling                                                                                                                                                                                                              | 1.70         | \$775       | \$ 1,317.50         |
| 8/4/2023                             | Brian J. Mankin | Review tentative ruling and prepare for hearing                                                                                                                                                                                                                | 0.50         | \$775       | \$ 387.50           |
| 8/7/2023                             | Brian J. Mankin | Attend MPA hearing; revise the order                                                                                                                                                                                                                           | 0.70         | \$775       | \$ 542.50           |
| 8/15/2023                            | Brian J. Mankin | Email the Admin the Settlement Packet and instructions for the Notice Process                                                                                                                                                                                  | 0.30         | \$775       | \$ 232.50           |
| 9/13/2023                            | Brian J. Mankin | Review emails from Admin re calculations and final notice packet                                                                                                                                                                                               | 0.30         | \$775       | \$ 232.50           |
| 9/29/2023                            | Brian J. Mankin | Review Admin's weekly report                                                                                                                                                                                                                                   | 0.20         | \$775       | \$ 155.00           |
| 10/13/2023                           | Brian J. Mankin | Review Admin's weekly report                                                                                                                                                                                                                                   | 0.20         | \$775       | \$ 155.00           |
| 10/20/2023                           | Brian J. Mankin | Begin drafting motion for final approval                                                                                                                                                                                                                       | 5.80         | \$775       | \$ 4,495.00         |
| 10/21/2023                           | Brian J. Mankin | Continue drafting MFA, order and declaration                                                                                                                                                                                                                   | 4.70         | \$775       | \$ 3,642.50         |
|                                      | Brian J. Mankin | <i>Estimated (Through Final Approval):</i> Finalize Approval Motion and Related Documents; Respond to questions/comments from the Court and prepare any necessary supplemental briefing; Attend Approval Hearing.                                              | 15.00        | \$775       | \$ 11,625.00        |
|                                      | Brian J. Mankin | <i>Estimated (After Final Approval):</i> Work with OC and administrator to complete Settlement and mailings of checks/letter; responding to employees questions; submitting final declaration and report of disbursement; attending final disbursement hearing | 20.00        | \$775       | \$ 15,500.00        |
| <b>Subtotals for Brian J. Mankin</b> |                 |                                                                                                                                                                                                                                                                | <b>88.9</b>  |             | <b>\$ 68,897.50</b> |
| 10/25/2021                           | Misty M. Lauby  | Lengthy telephone call with client Northrup regarding claims, facts, and theories of liability, prepare retainer                                                                                                                                               | 1.60         | \$650       | \$ 1,040.00         |
| 11/1/2021                            | Misty M. Lauby  | Review email from client re lunch break GPS tracking and telephone call regarding same                                                                                                                                                                         | 0.40         | \$650       | \$ 260.00           |
| 11/4/2021                            | Misty M. Lauby  | Telephone call with client re retainer                                                                                                                                                                                                                         | 0.30         | \$650       | \$ 195.00           |
| 11/4/2021                            | Misty M. Lauby  | Review and respond to client email query re service of complaint                                                                                                                                                                                               | 0.10         | \$650       | \$ 65.00            |
| 11/9/2021                            | Misty M. Lauby  | Review client email re drive time issues and telephone call re same                                                                                                                                                                                            | 0.20         | \$650       | \$ 130.00           |
| 11/13/2021                           | Misty M. Lauby  | Review and respond to client email re recent issues                                                                                                                                                                                                            | 0.20         | \$650       | \$ 130.00           |
| 11/16/2021                           | Misty M. Lauby  | Further telephone call with client re additional facts                                                                                                                                                                                                         | 0.30         | \$650       | \$ 195.00           |

# **NORTHROP v GUYOU CONSTRUCTION**

## *LML Time Records*

| <b>Date</b>        | <b>Attorney</b> | <b>Description</b>                                                                                                                                                                                                                             | <b>Hours</b> | <b>Rate</b> | <b>Amount</b> |
|--------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 12/10/2021         | Misty M. Lauby  | Research Goyou Construction, Draft Demand for Docs, Lit Hold                                                                                                                                                                                   | 1.20         | \$650       | \$ 780.00     |
| 12/20/2021         | Misty M. Lauby  | Legal research re claims including failure to provide wages due to altered time records, nonpayment of travel time, nondiscretionary bonuses, accurate wage statements and failure to report proper OT rate, meal period and rest break issues | 4.20         | \$650       | \$ 2,730.00   |
| 12/21/2021         | Misty M. Lauby  | Draft LWDA letter                                                                                                                                                                                                                              | 3.60         | \$650       | \$ 2,340.00   |
| 12/22/2021         | Misty M. Lauby  | Draft 33-page Complaint                                                                                                                                                                                                                        | 6.40         | \$650       | \$ 4,160.00   |
| 1/3/2022           | Misty M. Lauby  | Review Notice of CMC                                                                                                                                                                                                                           | 0.10         | \$650       | \$ 65.00      |
| 2/9/2022           | Misty M. Lauby  | Telephone call with Brian Mankin and Opposing Counsel re financial hardship and mediation                                                                                                                                                      | 0.40         | \$650       | \$ 260.00     |
| 2/24/2022          | Misty M. Lauby  | Draft Request to Continue CMC                                                                                                                                                                                                                  | 0.60         | \$650       | \$ 390.00     |
| 2/28/2022          | Misty M. Lauby  | Call with Opposing counsel Emily Meeson                                                                                                                                                                                                        | 0.40         | \$650       | \$ 260.00     |
| 3/7/2022           | Misty M. Lauby  | Review CMO #1 - 18 pages                                                                                                                                                                                                                       | 1.20         | \$650       | \$ 780.00     |
| 3/8/2022           | Misty M. Lauby  | Telephone call with client re status                                                                                                                                                                                                           | 0.30         | \$650       | \$ 195.00     |
| 3/9/2022           | Misty M. Lauby  | Review Minute Order and Notice of OSC                                                                                                                                                                                                          | 0.10         | \$650       | \$ 65.00      |
| 4/29/2022          | Misty M. Lauby  | Review Notice of Reassignment                                                                                                                                                                                                                  | 0.10         | \$650       | \$ 65.00      |
| 5/16/2022          | Misty M. Lauby  | Review Defendant's Notice of Unavailability                                                                                                                                                                                                    | 0.10         | \$650       | \$ 65.00      |
| 5/23/2022          | Misty M. Lauby  | Draft Plaintiff's Status Report and Declaration re OSC                                                                                                                                                                                         | 0.80         | \$650       | \$ 520.00     |
| 5/26/2023          | Misty M. Lauby  | Review client employment file sent by defendant                                                                                                                                                                                                | 4.80         | \$650       | \$ 3,120.00   |
| 5/27/2022          | Misty M. Lauby  | Review Notice and Acknowledgement of Receipt                                                                                                                                                                                                   | 0.10         | \$650       | \$ 65.00      |
| 6/6/2022           | Misty M. Lauby  | Call with Opposing counsel Emily Meeson                                                                                                                                                                                                        | 0.30         | \$650       | \$ 195.00     |
| 6/17/2022          | Misty M. Lauby  | Review Minute Order re 6/2/22 CMC                                                                                                                                                                                                              | 0.10         | \$650       | \$ 65.00      |
| 7/6/2022           | Misty M. Lauby  | Review and revise Stipulation for Protective Order Drafted by OC                                                                                                                                                                               | 2.60         | \$650       | \$ 1,690.00   |
| 7/8/2022           | Misty M. Lauby  | Review Defendant's Motion to Compel Arbitration                                                                                                                                                                                                | 2.30         | \$650       | \$ 1,495.00   |
| 8/10/2022          | Misty M. Lauby  | Review Minute Order re continued CMC                                                                                                                                                                                                           | 0.10         | \$650       | \$ 65.00      |
| 8/15/2022          | Misty M. Lauby  | Lengthy call with Michell of Torrey Partners re findings re Defendant's financials                                                                                                                                                             | 1.30         | \$650       | \$ 845.00     |
| 8/9/2022           | Misty M. Lauby  | Draft email to Torrey Partners re Complaint for conflicts check, further email re defendant's confidential financial materials for review                                                                                                      | 0.60         | \$650       | \$ 390.00     |
| 8/15/2022          | Misty M. Lauby  | TC with OC Emily Meeson re financial records and information still needed                                                                                                                                                                      | 0.40         | \$650       | \$ 260.00     |
| 8/19/2022-9/6/2022 | Misty M. Lauby  | Multiple emails and calls to Torrey Partners and opposing counsel re scheduling call with defendant to clarify list of items needed to complete review                                                                                         | 0.60         | \$650       | \$ 390.00     |
| 8/24/2022          | Misty M. Lauby  | Draft Joint CMS                                                                                                                                                                                                                                | 1.20         | \$650       | \$ 780.00     |
| 9/8/2022           | Misty M. Lauby  | Lengthy Call with Michelle Mangan, OC Emily Meeson, and Defendant's representative re outstanding financial records and information needed to complete review                                                                                  | 0.70         | \$650       | \$ 455.00     |
| 9/8/2022           | Misty M. Lauby  | Review email from Michelle Mangan re list of additional question                                                                                                                                                                               | 0.20         | \$650       | \$ 130.00     |
| 9/26/2022          | Misty M. Lauby  | Review email from defendant to Michelle Mangan                                                                                                                                                                                                 | 0.10         | \$650       | \$ 65.00      |
| 9/28/2022          | Misty M. Lauby  | Review Mangan response to Defendant's question                                                                                                                                                                                                 | 0.10         | \$650       | \$ 65.00      |
| 9/30/2022          | Misty M. Lauby  | Review Defendant's Notice of Withdrawal of Motion to Compel Arbitration                                                                                                                                                                        | 0.10         | \$650       | \$ 65.00      |
| 10/5/2022          | Misty M. Lauby  | Draft Informal Requests to Defendant for mediation                                                                                                                                                                                             | 1.60         | \$650       | \$ 1,040.00   |
| 10/5/2022          | Misty M. Lauby  | Draft Joint CMC Statement                                                                                                                                                                                                                      | 0.80         | \$650       | \$ 520.00     |
| 10/25/2023         | Misty M. Lauby  | Review file and Appear for CMC                                                                                                                                                                                                                 | 1.10         | \$650       | \$ 715.00     |

**NORTHROP v GUYOU CONSTRUCTION***LML Time Records*

| Date                                | Attorney       | Description                                                                                                                                                         | Hours        | Rate  | Amount              |
|-------------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|---------------------|
| 10/28/2022                          | Misty M. Lauby | Review Minute Order re CMC continued to 2/22/2023                                                                                                                   | 0.10         | \$650 | \$ 65.00            |
| 11/10/2022 - 12/9/2022              | Misty M. Lauby | Send/receive multiple emails between Torrey Partners and Defendant re ongoing evaluation of financial issues                                                        | 0.70         | \$650 | \$ 455.00           |
| 12/16/2022                          | Misty M. Lauby | Telephone call with Michelle of Torrey Partners re defendants financials in preparation for mediation                                                               | 0.40         | \$650 | \$ 260.00           |
| 1/10/2023                           | Misty M. Lauby | Email to Jarrett Gorlick re retention as consultant for mediation                                                                                                   | 0.20         | \$650 | \$ 130.00           |
| 1/12/2023 - 1/19/23                 | Misty M. Lauby | Multiple emails to/from Gorlick re data/issues for mediation                                                                                                        | 0.80         | \$650 | \$ 520.00           |
| 1/12/2023                           | Misty M. Lauby | Review documents produced by Defendant re data for mediation                                                                                                        | 5.70         | \$650 | \$ 3,705.00         |
| 1/17/2023                           | Misty M. Lauby | Review Michelle Mangan brief re findings re financial status of defendant                                                                                           | 0.60         | \$650 | \$ 390.00           |
| 1/17/2023                           | Misty M. Lauby | Lengthy phone call with client re further clarification regarding facts                                                                                             | 0.60         | \$650 | \$ 390.00           |
| 1/17/2023                           | Misty M. Lauby | Review additional documents produced by Defendant                                                                                                                   | 4.30         | \$650 | \$ 2,795.00         |
| 1/18/2023 - 1/19/2023               | Misty M. Lauby | Draft Mediation Brief                                                                                                                                               | 8.30         | \$650 | \$ 5,395.00         |
| 1/20/2023                           | Misty M. Lauby | Lengthy call to client re mediation                                                                                                                                 | 0.60         | \$650 | \$ 390.00           |
| 1/20/2023                           | Misty M. Lauby | Review Gorlick Mediation Analysis and prepare risk analysis                                                                                                         | 2.60         | \$650 | \$ 1,690.00         |
| 1/25/2023                           | Misty M. Lauby | Prepare Draft MOU                                                                                                                                                   | 1.80         | \$650 | \$ 1,170.00         |
| 1/25/2023                           | Misty M. Lauby | Prepare exhibits re violations for mediation                                                                                                                        | 2.40         | \$650 | \$ 1,560.00         |
| 1/26/2023                           | Misty M. Lauby | Appear for Mediation with Jeff Winikow                                                                                                                              | 8.40         | \$650 | \$ 5,460.00         |
| 1/27/2023                           | Misty M. Lauby | Telephone call with client re outcome of mediation                                                                                                                  | 0.40         | \$650 | \$ 260.00           |
| 2/14/2023                           | Misty M. Lauby | Draft Notice of Settlement                                                                                                                                          | 0.30         | \$650 | \$ 195.00           |
| 2/26/2023                           | Misty M. Lauby | Review Minute Order re CMC continued to 5/8/2023                                                                                                                    | 0.10         | \$650 | \$ 65.00            |
| 4/9/2023                            | Misty M. Lauby | Review Motion for Preliminary Approval drafted by Brian Mankin, add claims, defenses and Kullar analysis, draft Lauby Declaration and client declaration in support | 7.40         | \$650 | \$ 4,810.00         |
| 5/8/2023                            | Misty M. Lauby | Review Tentative ruling on MPA                                                                                                                                      | 0.40         | \$650 | \$ 260.00           |
| 5/26/2023                           | Misty M. Lauby | Notice of Department Reassignment                                                                                                                                   | 0.10         | \$650 | \$ 65.00            |
| 6/28/2023                           | Misty M. Lauby | Draft Joint Statement for 7/6/23 hearing                                                                                                                            | 0.40         | \$650 | \$ 260.00           |
| 7/10/2023                           | Misty M. Lauby | Cross reference tentative ruling re MPA against CMO and revise Motion for Preliminary to address issues raised in tentative agreement, revise Mankin Declaration    | 7.30         | \$650 | \$ 4,745.00         |
| 7/11/2023                           | Misty M. Lauby | Review Minute Order re CMC continued to 8/7/2023                                                                                                                    | 0.10         | \$650 | \$ 65.00            |
| 10/17/2023                          | Misty M. Lauby | Draft Lauby declaration, finalize my billing records and draft client declaration for final approval                                                                | 4.20         | \$650 | \$ 2,730.00         |
| <b>Subtotals for Misty M. Lauby</b> |                |                                                                                                                                                                     | <b>99.90</b> |       | <b>\$ 64,935.00</b> |

EXHIBIT “D”

# All Expenses

## Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)  
 Group By Staff Member Group  
 Client - Project = 14000-00472 Northrup v Guyou  
 Construction (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   |
|------------------------------------------------------------------------------------------|----------|----------|--------------|------------------|--------------------|----------|-----------|-------|----------|
| <b><u>Darrel Northrup</u></b><br><b><u>14000-00472 Northrup v Guyou Construction</u></b> |          |          |              |                  |                    |          |           |       |          |
| 12-10-2021                                                                               | Approved |          | Non-Billable | E112 Court fees  | Aguilera, Monica A | 75.00    | 0.00      | 1.00  | 75.00    |
| LWDA Case No. LWDACM85696321 to submit PAGA letter                                       |          |          |              |                  |                    |          |           |       |          |
| 12-28-2021                                                                               | Approved |          | Non-Billable | E101 Copying     | Aguilera, Monica A | 0.20     | 0.00      | 26.00 | 5.20     |
| 26 copies for letters to employer                                                        |          |          |              |                  |                    |          |           |       |          |
| 01-03-2022                                                                               | Approved |          | Non-Billable | E112 Court fees  | Aguilera, Monica A | 1,452.00 | 0.00      | 1.00  | 1,452.00 |
| RVSC Submission ID#11046190 to file complaint                                            |          |          |              |                  |                    |          |           |       |          |
| 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                                                   |          |          |              |                  |                    |          |           |       |          |
| 01-14-2022                                                                               | Approved |          | Non-Billable | E112 Court fees  | Aguilera, Monica A | 16.27    | 0.00      | 1.00  | 16.27    |
| Onelgal Order #17469936 to file amendment to complaint                                   |          |          |              |                  |                    |          |           |       |          |
| 02-25-2022                                                                               | Approved |          | Non-Billable | E112 Court fees  | Grossi, Tracie L.  | 12.35    | 0.00      | 1.00  | 12.35    |
| Onelgal Order Number 17746496 - file request to cont CMC                                 |          |          |              |                  |                    |          |           |       |          |
| 02-28-2022                                                                               | Approved |          | Non-Billable | E112 Court fees  | Grossi, Tracie L.  | 36.86    | 0.00      | 1.00  | 36.86    |
| Onelgal Order Number 17761659 - resubmit req to cont cnc                                 |          |          |              |                  |                    |          |           |       |          |
| 05-24-2022                                                                               | Approved |          | Non-Billable | Attorney Service | Grossi, Tracie L.  | 12.87    | 0.00      | 1.00  | 12.87    |
| Onelgal Order# 18257686 - file Nlc and Acknowledgment                                    |          |          |              |                  |                    |          |           |       |          |
| 05-24-2022                                                                               | Approved |          | Non-Billable | Attorney Service | Grossi, Tracie L.  | 16.78    | 0.00      | 1.00  | 16.78    |
| Onelgal Order# 18262159 - file Statement and Dec re OSC                                  |          |          |              |                  |                    |          |           |       |          |
| 05-25-2022                                                                               | Approved |          | Non-Billable | Attorney Service | Grossi, Tracie L.  | 12.87    | 0.00      | 1.00  | 12.87    |
| Onelgal Order#18268822 - resubmit NAR                                                    |          |          |              |                  |                    |          |           |       |          |
| 05-31-2022                                                                               | Approved |          | Non-Billable | Attorney Service | Grossi, Tracie L.  | 16.78    | 0.00      | 1.00  | 16.78    |
| Onelgal Order#18289929 - submit separate NARs for each DEF                               |          |          |              |                  |                    |          |           |       |          |
| 06-22-2022                                                                               | Approved |          | Non-Billable | Attorney Service | Chiarito, Tracie   | 199.95   | 0.00      | 1.00  | 199.95   |

# All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)  
Group By Staff Member Group  
Client - Project = 14000-00472 Northrup v Guyou  
Construction (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   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------------|---------------------|------------------|----------|-----------|------|----------|
| <b><u>Darrel Northrup</u></b>                                                                                                                                                                                                                       |          |          |              |                     |                  |          |           |      |          |
| <b><u>14000-00472 Northrup v Guyou Construction</u></b>                                                                                                                                                                                             |          |          |              |                     |                  |          |           |      |          |
| BOSCO INV# 7256326                                                                                                                                                                                                                                  |          |          |              |                     |                  |          |           |      |          |
| Deliver a check to the Riverside Superior Court in the amount of \$150.00 made payable to the Clerk of the Court for sanctions imposed upon Misty M. Lauby, Esq. Court: Riverside County Superior Court - Central District Completed on: 06/21/2022 |          |          |              |                     |                  |          |           |      |          |
| 08-03-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | Attorney Service    | Chiarito, Tracie | 16.78    | 0.00      | 1.00 | 16.78    |
| OneLegal Order #18670619 - File Ntc of Change of Address                                                                                                                                                                                            |          |          |              |                     |                  |          |           |      |          |
| 08-31-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | E119 Experts        | Chiarito, Tracie | 1,800.00 | 0.00      | 1.00 | 1,800.00 |
| Torrey Partners Inv #22289                                                                                                                                                                                                                          |          |          |              |                     |                  |          |           |      |          |
| 09-19-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | Attorney Service    | Chiarito, Tracie | 18.27    | 0.00      | 1.00 | 18.27    |
| Budget Conferencing Inv #31016654 for conference calls on 9/8/22                                                                                                                                                                                    |          |          |              |                     |                  |          |           |      |          |
| 09-29-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | E125 Mediation fees | Chiarito, Tracie | 9,000.00 | 0.00      | 1.00 | 9,000.00 |
| Winkow Mediation Invoice #2610 for 1/26/2023 mediation w Jeff Winkow                                                                                                                                                                                |          |          |              |                     |                  |          |           |      |          |
| 10-01-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | E119 Experts        | Chiarito, Tracie | 560.00   | 0.00      | 1.00 | 560.00   |
| Torrey Partners Inv #22387                                                                                                                                                                                                                          |          |          |              |                     |                  |          |           |      |          |
| 10-17-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | Attorney Service    | Chiarito, Tracie | 16.78    | 0.00      | 1.00 | 16.78    |
| OneLegal Order #19116946 - file Joint Statement for 10/25/22 CMC                                                                                                                                                                                    |          |          |              |                     |                  |          |           |      |          |
| 12-02-2022                                                                                                                                                                                                                                          | Approved |          | Non-Billable | E119 Experts        | Chiarito, Tracie | 440.00   | 0.00      | 1.00 | 440.00   |
| Torrey Partners Inv #22623                                                                                                                                                                                                                          |          |          |              |                     |                  |          |           |      |          |
| 01-03-2023                                                                                                                                                                                                                                          | Approved |          | Non-Billable | E119 Experts        | Chiarito, Tracie | 320.00   | 0.00      | 1.00 | 320.00   |
| Torrey Partners Inv #22758                                                                                                                                                                                                                          |          |          |              |                     |                  |          |           |      |          |
| 02-08-2023                                                                                                                                                                                                                                          | Approved |          | Non-Billable | E119 Experts        | Chiarito, Tracie | 2,600.00 | 0.00      | 1.00 | 2,600.00 |
| Berger Consulting Inv #8147                                                                                                                                                                                                                         |          |          |              |                     |                  |          |           |      |          |
| 02-15-2023                                                                                                                                                                                                                                          | Approved |          | Non-Billable | Attorney Service    | Chiarito, Tracie | 17.24    | 0.00      | 1.00 | 17.24    |
| OneLegal Order #19833808 - file Joint Statement and Notice of Settlement                                                                                                                                                                            |          |          |              |                     |                  |          |           |      |          |
| 04-17-2023                                                                                                                                                                                                                                          | Approved |          | Non-Billable | Attorney Service    | Chiarito, Tracie | 79.01    | 0.00      | 1.00 | 79.01    |
| OneLegal Order #20219698 - file MPA                                                                                                                                                                                                                 |          |          |              |                     |                  |          |           |      |          |
| 06-28-2023                                                                                                                                                                                                                                          | Approved |          | Non-Billable | Attorney Service    | Chiarito, Tracie | 17.24    | 0.00      | 1.00 | 17.24    |

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)  
Group By Staff Member Group  
Client - Project = 14000-00472 Northrup v Guyou  
Construction (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 |
|---------------------------------------------------------------------------|----------|----------|--------------|------------------|------------------|--------|-----------|------|--------|
| <b><u>Darrel Northrup</u></b>                                             |          |          |              |                  |                  |        |           |      |        |
| <b><u>14000-00472 Northrup v Guyou Construction</u></b>                   |          |          |              |                  |                  |        |           |      |        |
| Onelgal Order #20699137 - file Joint Statement                            |          |          |              |                  |                  |        |           |      |        |
| 07-17-2023                                                                | Approved |          | Non-Billable | Attorney Service | Chiarito, Tracie | 79.01  | 0.00      | 1.00 | 79.01  |
| Onelgal Order #20802462 - file MPA for 8-7-23                             |          |          |              |                  |                  |        |           |      |        |
| 08-07-2023                                                                | Approved |          | Non-Billable | Attorney Service | Chiarito, Tracie | 17.24  | 0.00      | 1.00 | 17.24  |
| Onelgal Order #20949368 - file revised proposed order                     |          |          |              |                  |                  |        |           |      |        |
| 11-14-2023                                                                | Approved |          | Non-Billable | Attorney Service | Chiarito, Tracie | 125.00 | 0.00      | 1.00 | 125.00 |
| Estimated cost to file Motion for Final Approval and supporting documents |          |          |              |                  |                  |        |           |      |        |

Project Total 16,980.42  
Client Total 16,980.42  
Grand Total 16,980.42

EXHIBIT “E”