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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

STARLA HAGON and MICHAEL
JESPERSEN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

TRANSPORT CORPORATION OF
AMERICA, INC, a Minnesota Corporation;
ERIC ANSON, an individual; MELINDA
GREEN, an individual, and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2203409
*[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]*

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

Hearing:

Date: August 27, 2024

Time: 8:30 a.m.

Dept.: 26

Complaint Filed: February 14, 2022

I, Brian J. Mankin, state and declare:

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

1 **COUNSEL’S EXPERIENCE**

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

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 22 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 300 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 over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

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

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

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former truck drivers who had a primary residence in California and who were employed by TCA at any time during the Class Period of February 14, 2018 through March 4, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$254,728.34, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 515,000.00
Attorneys' Fees (1/3)	\$ 171,666.66
Litigation Costs	\$ 17,104.99
Administrator Costs	\$ 6,500.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Awards	\$ 15,000.00
<i>Net Settlement Amount</i>	\$ 254,728.34

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

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

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

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class has elected to participate and no objections were submitted, 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 Plaintiffs' motion for preliminary approval and the declarations

submitted in support thereof, Defendants vigorously contested Plaintiffs' claims, and Plaintiffs 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 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending 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 accordingly 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 and result in no payment to the class members.¹

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

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

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

5 17. There are several additional factors why I believe that the Court should award
6 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
7 resulted in a common fund settlement amount of \$515,000, whereby some Class Members will
8 receive as much as **\$4,552.06**. This is an *excellent result* in light of the disputed nature of the
9 claims alleged. This result was achieved by the work and success of my office, who negotiated
10 the settlement after extensive litigation, discovery, preparation, investigation, mediation, and
11 substantial work thereafter.

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

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

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

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

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

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

14 23. At my office, this case was primarily handled by Misty Lauby while I performed
15 the role of the supervising attorney. As set forth in her declaration, Ms. Lauby has been in
16 practice for 16 years and bills at the hourly rate of \$650/hour. I have been in practice for 23
17 years, with most of those years handling complex litigation and for over the last 15 years, my
18 practice has almost entirely consisted of handling class action wage and hour matters. My billing
19 rate is \$775/hour. I believe these rates are consistent with Plaintiffs and Defense attorneys who
20 handle complex class action litigation, if not somewhat lower.

21 24. The hourly rates above are comparable to those of other attorneys with equal or
22 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
23 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
24 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
25 Real Rate Report ("Real Rate Report"), provides directly applicable information in this regard.
26 The Real Rate Report is based on an enormous and statistically significant compilation of data.
27 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
28 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees

1 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
2 partners and associates in major metropolitan areas. In 2018, for the southern California area,
3 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
4 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
5 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
6 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
7 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
8 reviews or other publications – instead, the Real Rate Report is based on the actual hours and
9 fees billed by law firms.

10 25. The table below includes a summary of the hours worked by my office, plus an
11 estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending
12 the approval hearing, and working with the Settlement Administrator and defense counsel to
13 finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked
14 on this case is approximately \$150,785, resulting in a fair and reasonable 1.13 multiplier, which
15 is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (23 Years)	\$775	81²	\$62,775
Misty Lauby <i>Handling Atty / Partner</i> (16 Years)	\$650	135.4	\$88,010
Grand Total for All Attorneys			\$150,785

23 26. The fee is warranted because of the results achieved for the Class Members, both
24 in terms of the immediate cash settlement, as well as the fact that the Class Members
25 resoundingly supported the Settlement. Defendants do not oppose this fee request.
26

27 _____
28 ² Includes an estimated 15 hours of additional work preparing for and attending the hearing, as well as 15 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 27. In the course of prosecuting this action, Class counsel have incurred expenses that
2 were incidental and necessary to the effective representation of the Class. These expenses
3 included but were not limited to: court filings, messenger services, postage, fax transmission
4 expenses, transportation, mediator fees, and other incidental expenses directly related to this
5 action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my
6 office incurred \$17,104.99 in litigation costs (see Exhibit “B” attached hereto). The saving will
7 be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not
8 oppose this request for costs.

9 **REASONABLENESS OF REQUESTED SERVICE AWARD**

10 28. I also believe that the service award of \$7,500 each to Plaintiffs is fair and
11 warranted for the reasons outlined in her declarations and in the motion. They came forward and
12 worked directly with my offices in analyzing the claims and documents, providing valuable
13 information. (See their declarations for supporting information.) Indeed, their participation was
14 an essential element of Defendants’ desire to mediate and of the pre and post mediation analysis
15 that allowed Class Counsel to settle the case. In addition to foregoing separate individual claims,
16 they also took on various risks, including the risk that they could have been ordered to pay
17 Defendants’ costs if they lost and the risk of retaliation and being black-balled in the industry.
18 They also provided a full release of all claims. Defendants do not oppose the requested service
19 award.

20 **SUBMISSION TO THE LWDA**

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

23 **EXHIBITS AND CONCLUSION**

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

26 31. Attached hereto as Exhibit “B” is a true and correct copy of an itemized statement
27 of my firm’s litigation costs.
28

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 2, 2024, at Riverside, California.

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

EXHIBIT “A”

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Attorney for Defendants, Transport Corporation of America, Inc., Eric Anson and Melinda Green

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

STARLA HAGON and MICHAEL
JESPERSEN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

TRANSPORT CORPORATION OF
AMERICA, INC, a Minnesota Corporation;
ERIC ANSON, an individual; MELINDA
GREEN, an individual, and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2203409
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

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

This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Starla Hagon and Michael Jespersen, individually and on behalf of all others similarly situated and on behalf of the State of California, and Defendants Transport

Corporation of America, Inc., Eric Anson, and Melinda Green, and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Hagon, et al. v. Transport Corporation of America, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2203409, which was commenced on February 14, 2022.

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

3. "Administration Costs" means the costs payable from the Settlement Amount to the Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement.

4. "Aggrieved Employee(s)" means all current and former truck drivers who, based on TCA's current records, had a primary residence in California and who were employed by TCA at any time during the PAGA Period.

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

6. "Attorney's Fees and Cost Award" is the amount of attorney's fees and costs awarded by the Court to Class Counsel, which shall not exceed one-third of the Settlement Amount as attorneys fees or litigation costs of \$20,000.

7. "Class" is defined all current and former truck drivers who, based on TCA's current records, had a primary residence in California and who were employed by TCA at any

time during the Class Period.

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

9. “Class Counsel” refers to Brian Mankin and Misty Lauby of Lauby, Mankin & Lauby LLP.

10. “Class Data” means a complete list that Defendants will diligently and in good faith compile from their records and provide to the Administrator on one spreadsheet which shall include, for each Class Member, the individual’s full name; last known address; Social Security Number; dates of employment; and total Weeks Worked during the PAGA Period and the Class Period.

11. “Class Period” is deemed to be any time during the period of February 14, 2018, through March 4, 2024.

12. “Class Representatives” or “Plaintiffs” means and refers to Plaintiffs Starla Hagon and Michael Jespersen.

13. “Complaint” refers to the operative class and PAGA representative action complaint on file in the Action.

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

15. “Defendants” refers collectively to Defendants Transport Corporation of America, Inc., Eric Anson, and Melinda Green.

16. “Defendants’ Counsel” or “Defense Counsel” means and refers to Scopelitis, Garvin, Light, Hanson & Feary, P.C.

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

1 18. “Escalator Clause:” Defendants represents that approximately 183 Class Members
2 worked a total of approximately 17,449 Work Weeks during the Class Period. If the actual
3 number of Work Weeks exceeds 17,449 by more than 10% (19,194 Work Weeks), at
4 Defendants’ option, either: (a) the Settlement Amount shall increase by the same number of
5 percentages points above 10% by which the actual number of Work Weeks exceeds the assumed
6 number (for example, if the actual number of Work Weeks is determined to be 12% higher than
7 the assumed number, the Settlement Amount shall be increased by 2%), or (b) the Class Period
8 and PAGA Period shall end as of the date the actual number of Work Weeks reached 19,194
9 Work Weeks, but under no circumstance shall the Class Period and/or PAGA Period end prior to
10 the mediation date (December 20, 2023).

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

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

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

18 22. “Net Settlement Amount” is defined as the Settlement Amount less the Attorneys’
19 Fees and Costs Award, the Service Payment to the Class Representative as awarded by the
20 Court, the Administration Costs, and PAGA Penalties.

21 23. “Notice” means the notice of proposed class settlement that will be sent to the
22 Class Members and which will advise each Class Member of the settlement and his or her
23 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
24 setting of a Final Approval Hearing. The Notice shall be mailed in English only. A copy of the
25 notice is attached as *Exhibit A*.

26 24. “Objecting Class Member” means a Class Member, other than Plaintiffs, who
27 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 71(c)
28 below.

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

5 26. “PAGA Period” is deemed to be any time during the period of February 9, 2021,
6 through March 4, 2024.

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

9 28. “Parties” or “Settling Parties” mean Plaintiffs and Defendants, collectively.

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

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

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

23 32. “Released Class Claims” or “Class Claims” by the Participating Class Members
24 upon Final Approval of the Settlement will include any and all claims stated in the Complaint
25 and those reasonably arising out of the facts stated in the Complaint, that were or could have
26 been pled under local, state, or federal law reasonably arising out of or relating to the facts
27 alleged in the Complaint against the Released Parties for the duration of the Class Period,
28 including: (1) failure to pay minimum wages, (2) failure to pay for nonproductive time under

1 Labor Code 226.2, (3) failure to reimburse business expenses, (4) failure to timely pay final
2 wages, (5) failure to provide accurate itemized wage statements, and (6) unfair and unlawful
3 competition. The time period governing the Released Class Claims shall be the Class Period.

4 33. “Released PAGA Claims” or “PAGA Claims” means any and all claims for civil
5 penalties under PAGA, that Plaintiffs alleged or could have reasonably alleged against the
6 Released Parties, on behalf of Aggrieved Employees and the State of California, reasonably
7 arising out of or relating to the facts or claims alleged in the Complaint and the relevant LWDA
8 notice letters, including all PAGA claims seeking civil penalties, attorneys’ fees, and/or interest
9 premised upon: (1) failure to pay minimum wages, (2) failure to pay for nonproductive time
10 under Labor Code 226.2, (3) failure to reimburse business expenses, (4) failure to timely pay
11 wages each period, (5) failure to timely pay wages upon separation of employment, (6) failure to
12 provide accurate itemized wage statements, and (7) all other claims for civil penalties
13 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the
14 facts or claims alleged in the LWDA notice letters and Complaint. The time period governing
15 the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not
16 release any Aggrieved Employees’ claims for wages or statutory penalties.

17 34. “Released Parties” means Defendants and their parents, subsidiaries, affiliates,
18 directors, owners, shareholders, officers, directors, employees, agents, heirs, and assigns.

19 35. “Release” shall mean the release and discharge of the Released Class Claims by
20 Plaintiffs and all Participating Class Members and their assignees.

21 36. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 69(a)
22 below.

23 37. “Response Deadline” is 30 calendar days from the date the Notice is mailed to the
24 Class Members.

25 38. “Service Payment” or “Service Award” means the amount approved by the Court
26 to be paid to Class Representatives in addition to their Individual Class Payment as a
27 Participating Class Members and Individual PAGA Payment as an Aggrieved Employees.

28 39. “Settlement Amount” is \$515,000.00, exclusive of Defendants’ obligation to fund

Defendants' respective shares of payroll taxes, as further discussed in Paragraph 49(a) below.

40. "TCA" means Defendant, Transportation Corporation of America, Inc., now known as TA Dedicated, Inc.

41. "Work Weeks" or "Weeks Worked" means all calendar weeks in which the Class Member or Aggrieved Employee was employed by Defendants in California as a truck driver based on the Class Members' or Aggrieved Employees' dates of employment in TCA's records. For purposes of calculating Weeks Worked, there will not be any fractional calculations (*i.e.*, a situation where an individual worked part of the week still counts as one Work Week).

B. General Terms

42. On February 14, 2022, Plaintiffs filed a putative class and representative PAGA action in the San Bernardino County Superior Court, alleging Class Claims and PAGA Claims, including: (a) failure to pay minimum and regular wages, (b) failure to pay for nonproductive time under Labor Code § 226.2, (c) failure to reimburse for business expenses, (d) failure to timely pay final wages, and (e) failure to provide accurate itemized wage statements; (f) unfair and unlawful competition, and (g) related PAGA claims.

43. Defendants deny Plaintiffs' claims and allegations and contends that the Action is not suitable for class certification.

44. The Class Representatives believe they 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 Defendants' written policies and practices and confirmation regarding the uniform payroll and timekeeping practices 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 December 20, 2023, Plaintiffs and Defendants participated in a full-day mediation with Mark LeHocky, a well-respected wage-and-hour mediator. At the conclusion of mediation, Mr. LeHocky issued a mediator's proposal. The Parties accepted the mediator's proposal and reached the Settlement detailed herein.

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

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

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle this Action for Five Hundred Fifteen Thousand Dollars (\$515,000) (the "Settlement Amount"), which shall be jointly and severally owed and paid by Defendants, subject to the Escalator Clause and Defendants'

1 obligation to separately pay its share of the employer payroll taxes on the wage portion of the
2 Individual Class Payments, which is the maximum amount that will be paid by Defendants and
3 includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the
4 Service Payment to the Class Representatives, Administration Costs, and PAGA Penalties.

5 (b) Net Settlement Amount: If the Court reduces the Attorneys' Fees and
6 Costs Award, Service Award or Administrator Costs, or either increases or decreases the amount
7 allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount
8 and allocated to the Class. The Net Settlement Amount will be used to pay the Individual Class
9 Payments to Participating Class Members.

10 (c) The Individual Class Payment for each Class Member will be calculated
11 by the Administrator using the Class Data provided by Defendants as follows. Compensable
12 workweeks will be all Weeks Worked by the Class Members during the Class Period. The
13 dollars per compensable work week will be calculated by dividing the total Weeks Worked by
14 Class Members into the Net Settlement Amount to determine a per work week value
15 ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks
16 Worked by a Participating Class Member during the Class Period to determine the distribution
17 for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the
18 Administrator shall proportionately increase the Individual Class Payments for each Participating
19 Class Member so that the amount actually distributed to Participating Class Members equals
20 100% of the Net Settlement Amount.

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

28 (e) Service Payment to Class Representatives: The amount, if any, awarded

1 to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to
2 exceed \$7,500 to each Plaintiff, in exchange for the service that Plaintiffs performed on behalf of
3 the Class. Defendants agree not to oppose this request. The Service Payment to Plaintiffs will
4 be paid out of the Settlement Amount. The Class Representatives will be issued an IRS Form
5 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay all
6 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
7 Payment to Plaintiffs less than the requested amount shall not be a basis for Class Counsel to
8 void this Settlement Agreement. Should the Court approve a lesser amount for the Service
9 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the
10 Participating Class Members.

11 (f) Attorneys' Fees and Costs Award: Class Counsel shall make a request to
12 the Court for the Attorney's Fees and Costs Award. Defendants agree to not oppose the
13 Attorney's Fees and Cost Award nor oppose any contention by Class Counsel that attorneys' fees
14 should be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid
15 from the Settlement Amount, and, except for this award, Defendants shall have no further
16 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
17 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
18 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
19 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
20 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
21 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the
22 Court.

23 (g) Administration Costs: The Administrator Costs will be paid from the
24 Settlement Amount in the amount approved by the Court, and not exceed \$6,500 based on the
25 Administrator's all-in proposal, unless as otherwise approved by all Parties and the Court.

26 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA
27 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
28 amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the

1 Private Attorney General Act of 2004 (“PAGA”) and \$12,500 (25%) will form the Individual
2 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
3 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
4 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
5 Settlement.

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

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

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

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

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

27 50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
28 Participating Class Members under this Agreement, as well as any other payments made

pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans for which any Participating Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this settlement will not affect any rights, contributions, or amounts to which any Participating Class Members may be entitled under any benefit plans. The Parties agree that the amounts paid pursuant to this settlement are not for days or hours worked, and are not included toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

D. Release by the Participating Class Members

51. Upon entry of the Final Approval Order and Defendants funding of the Settlement Amount and the required employer-side payroll taxes, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

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

53. Class Representatives, on behalf of themselves and the Class, acknowledge and agree 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 Representatives, on behalf of themselves and the Class, acknowledge and agree that Labor Code § 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

54. Upon entry of the Final Approval Order and Defendants' funding of the Settlement Amount and the required employer-side payroll taxes, Plaintiffs, the LWDA and

1 Aggrieved Employees shall completely release and discharge the Released Parties from the
2 Released PAGA Claims for the PAGA Period.

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

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

8 **F. Release by Class Representatives**

9 57. Class Representatives do hereby, for themselves and their spouses, heirs,
10 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
11 guardians, personal representatives, and assigns forever and completely release and discharge the
12 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
13 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
14 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
15 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
16 from the beginning of time through the execution of this Agreement, whether known or
17 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
18 upon, or relating to Class Representative's employment with Defendants or the remuneration for
19 or termination of such employment (the "Class Representatives' Claims").

20 58. Without limiting the generality of the foregoing, this general release by Class
21 Representatives includes all federal, state and local statutory claims, federal and state common
22 law claims (including but not limited to those for contract, tort and equity), including without
23 limitation the Americans with Disabilities Act, Age Discrimination in Employment Act (ADEA),
24 Title VII of the Civil Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the
25 Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the
26 California Constitution, the California Fair Employment and Housing Act, the California Unfair
27 Competition Act (California Business and Professions Code section 17200 et seq.), and the
28 California Labor Code.

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

11 60. Class Representatives expressly waive and relinquish all rights and benefits
12 afforded by Section 1542 of the Civil Code of the State of California and do so understanding
13 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
14 Code of the State of California states:

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

22 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
23 full and complete release and discharge of all parties, Class Representatives expressly
24 acknowledge that this Settlement Agreement is intended to include in its effect, without
25 limitation, all claims that Class Representatives knew of, as well as all claims that they do not
26 know or suspect to exist in their favor against the Released Parties, or any of them, for the time
27 period from the beginning of time to the execution of this Settlement Agreement, and that this
28 Settlement Agreement contemplates the extinguishment of any such Class Representatives'
Claims. Notwithstanding the above, the general release by Class Representatives shall not extend
to claims for workers' compensation benefits (including Workers Comp. Case ADJ 11781204),

claims for unemployment benefits, or other claims that may not be released by law.

Upon executing this Agreement, Class Representatives shall have seven days in which they may revoke this release only as it pertains to their ADEA claims. The ADEA release shall not be enforceable as to each Class Representative until this revocation period has expired without that Class Representative exercising his or her right of revocation. Notice of the revocation of this Agreement must be in writing and delivered or emailed to Christopher J. Eckhart, Scopelitis, Garvin, Light, Hanson & Feary, P.C., 10 West Market Street, Suite 1400, Indianapolis, IN 46204, ceckhart@scopelitis.com, no later than 10:00 a.m. Eastern Time on the next business day following the expiration of the seven-day period.

G. Interim Stay of Proceedings

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

H. Notice Process

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

63. Disputes Regarding Administration. Any and all disputes relating to administration of the Settlement by the 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 Plaintiffs and Defendants notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to

1 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
2 dispute without the necessity of Court intervention. The Administrator shall also be responsible
3 for issuing to Plaintiffs, Participating Class Members, and Aggrieved Employees, and Class
4 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
5 Agreement.

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

14 65. Total Work Weeks. At least 5 days prior to mailing the Notice, the Administrator
15 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
16 calculation of all payments to be paid from the Settlement Amount, including the estimated
17 Individual Class Payments to each Class Member and Individual PAGA Payments to each
18 Aggrieved Employee (a person's name shall be redacted and a control number used in place of
19 the name).

20 66. Notice. The Notice, as approved by the Court, shall be sent by the Administrator
21 to the Class Members, by first class mail, in English only, within ten (10) calendar days
22 following the Administrator's receipt of the Class Data. The Administrator shall use standard
23 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
24 envelopes are returned.

25 67. Returned Notice Packets. The Administrator will take steps to ensure that the
26 Notice is received by all Class Members, including utilization of the National Change of Address
27 Database maintained by the United States Postal Service to review the accuracy of and, if
28 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an

1 updated address is located within ten (10) calendar days following both the Administrator
2 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
3 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
4 request or objection must be returned by the later of the Response Deadline or fifteen (15) days
5 after the remailing of the Notice.

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

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

24 70. Declaration of Due Diligence. The Administrator shall provide counsel for the
25 Parties, no later than 5 days after the initial Response Deadline, a declaration of due diligence
26 and proof of mailing with regard to the mailing of the Notice.

27 71. Class Members' Rights. Each Class Member will be fully advised of the
28 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion

1 from the Class Claims portion of the Settlement. The Notice will inform the Class Members of
2 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
3 in accordance with the following guidelines:

4 (a) Requests for Exclusion from Class. Any Class Member, other than
5 Plaintiffs, may request to be excluded from the Class by submitting a “Request for Exclusion” to
6 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
7 should state:

8 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
9 LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
10 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
11 RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS
12 LAWSUIT.”

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

28 (b) Binding Effect on Participating Class Members. All Participating Class

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

(c) Objections to Settlement. Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her objection which must be postmarked by the Response Deadline at the address set forth in the Notice. Such objection shall include the Objecting Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Class Member is represented by counsel, the name and address of his or her counsel. The Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendants shall not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

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

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

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

8 72. Funding of the Settlement Amount. Defendants shall deposit the Settlement
9 Amount, plus Defendants' payroll taxes owed on Individual Class Payments, into the QSF with
10 the Administrator within twenty (20) days after the Effective Date.

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

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

believes that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check.

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

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

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

75. Promptly after execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

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

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

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

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

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

(c) Entering judgment approving settlement.

K. Voiding the Agreement

77. If 4 or more of the Class Members opt out of the settlement, Defendants shall have the option to nullify the settlement by giving written notice to the Settlement Administrator and Class Counsel within 7 days after the Response Deadline.

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

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

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

L. Other Terms

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

82. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction or other affirmative relief against, any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Class Claim or Released PAGA Claim

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

3 84. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
4 accomplish the terms of this Agreement, including but not limited to, execution of such
5 documents and to take such other action as may reasonably be necessary to implement the terms
6 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
7 contemplated by this Agreement and any other efforts that may become necessary by order of the
8 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
9 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
10 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's
11 preliminary and final approval of the settlement, and the final entry of judgment.

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

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

25 87. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
26 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
27 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
28 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this

1 Agreement with the intention of avoiding further disputes and litigation with the attendant
2 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
3 related documents such as the notices, and motions for preliminary and final approval, shall,
4 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
5 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
6 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
7 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
8 approved, the stipulation will be of no force or effect.

9 88. No Publicity. Neither Plaintiffs nor Plaintiffs' counsel shall issue any press
10 release related to the Settlement. Plaintiffs and Plaintiffs' counsel agree that, prior to preliminary
11 approval of the Settlement, they will keep the terms of the Settlement confidential except for
12 purposes of communicating with Plaintiffs, LWDA, experts, administrators, the Court, and as
13 necessary to respond to any Class Members. Plaintiffs shall be informed that the Settlement is
14 confidential and shall be advised to keep the Settlement confidential. From and after preliminary
15 approval of the Settlement, Defendants, Defense Counsel, Plaintiffs and Plaintiffs' counsel may:
16 (i) as required by law; (ii) as required under the terms of the Settlement; or (iii) as needed for tax
17 or insurance purposes., comment regarding the specific terms of the Settlement. Additionally,
18 Class Counsel may disclose the case name and case number in other courts to establish adequacy
19 of representation. In all other cases, Defendants, Defense Counsel, Plaintiffs and Class Counsel
20 agree to limit their statements regarding the terms of the Settlement, whether oral, written, or
21 electronic (including the world wide web), to say the Action has been resolved and that they are
22 satisfied with the Settlement terms. Nothing in this paragraph is intended to interfere with Class
23 Counsel's duties and obligations to faithfully discharge their duties as counsel for the Class
24 Members, including but not limited to, communicating with Class Members, Aggrieved
25 Employees, LWDA, and the Court regarding the Settlement.

26 89. Notices. Unless otherwise specifically provided herein, all notices, demands or
27 other communications given hereunder shall be in writing and shall be deemed to have been duly
28

given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class:

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

To Defendants:

Christopher J. Eckhart (SBN 331414)
ceckhart@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.
10 West Market Street, Suite 1400
Indianapolis, Indiana 46204
Tel: (317) 637-1777 | Fax: (317) 687-2414

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

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

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

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

8 94. Choice of Law. This Settlement Agreement shall be governed by and construed,
9 enforced and administered in accordance with the laws of the State of California, without regard
10 to its conflicts-of-law rules.

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

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

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

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

1 Dated: March 12, 2024

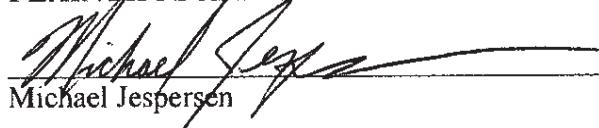
PLAINTIFFS AND CLASS REPRESENTATIVE:



Starla Hagon

4 Dated: March 12, 2024

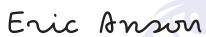
PLAINTIFFS AND CLASS REPRESENTATIVE:



Michael Jespersen

8 Dated: March 12, 2024

DEFENDANT TRANSPORT CORPORATION OF AMERICA, INC



Digitally signed by Eric Anson
DN: cn=Eric Anson, c=US, o=TA Dedicated,
email=eanson@tadedicated.com
Reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2024.03.12 17:50:20 -05'00'

By: Eric Anson (name)
President (title)

13 Dated: March 12, 2024

DEFENDANT:



Digitally signed by Eric Anson
DN: cn=Eric Anson, c=US, o=TA Dedicated,
email=eanson@tadedicated.com
Reason: I agree to the terms defined by the
placement of my signature on this document
Date: 2024.03.12 17:50:43 -05'00'

Eric Anson

16 Dated: March 13, 2024

DEFENDANT:

Melinda Green

APPROVED AS TO FORM:

20 Dated: March 12, 2024

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



Brian J. Mankin
Attorneys for Plaintiff

25 Dated: March 13, 2024

**COUNSEL FOR DEFENDANTS
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.**



Christopher J. Eckhart, Esq.
Attorneys for Defendants

1 Dated: March __, 2024

PLAINTIFFS AND CLASS REPRESENTATIVE:

2
3 _____
Starla Hagon

4 Dated: March __, 2024

PLAINTIFFS AND CLASS REPRESENTATIVE:

5
6 _____
Michael Jespersen

7
8 Dated: March __, 2024

**DEFENDANT TRANSPORT CORPORATION OF
AMERICA, INC**

9
10 _____
11 By: _____ (name)
12 _____ (title)

13 Dated: March __, 2024

DEFENDANT:

14
15 _____
Eric Anson

16 Dated: March 13, 2024

DEFENDANT:

17 
18 _____
Melinda Green

19 **APPROVED AS TO FORM:**

20 Dated: March __, 2024

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

21
22 _____
23 Brian J. Mankin
Attorneys for Plaintiff

24 Dated: March __, 2024

**COUNSEL FOR DEFENDANTS
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, P.C.**

25
26 _____
27 Christopher J. Eckhart, Esq.
Attorneys for Defendants
28

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00486 Hagon v Transport America (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Starla Hagon and Michael Jespersen</u> <u>14000-00486 Hagon v Transport America</u>									

02-09-2022	Approved		Non-Billable	E101 Copying L.	Grossi, Tracie	0.06	0.00	180.00	10.80
180 copies @ \$0.06 for LWDA and letters to employer									
02-10-2022	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	75.00	0.00	1.00	75.00
LWDA Order Number: ORD-000151497 to submit PAGA letter Case Number: LWDA-CM-867382-22									
03-11-2022	Approved		Non-Billable	E108 Postage	Aguilera, Monica A	25.98	0.00	1.00	25.98
February 2022 Postage									
03-25-2022	Approved		Non-Billable	E112 Court fees L.	Grossi, Tracie	1,467.00	0.00	1.00	1,467.00
San Bernardino Superior Court Receipts #SC-2022-19812 and SC-2022-19816 - fax file complaint									
04-29-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	205.51	0.00	1.00	205.51
Bosco Inv#6984228 Serve: Transport Corporation of America, Inc, a Minnesota Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; ADR Court: Superior Court of California, County of San Bernardino Completed on: 04/28/2022									
05-18-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	305.56	0.00	1.00	305.56
Bosco Inv#6984277 Serve: Eric Anson, an individual Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; ADR Court: Superior Court of California, County of San Bernardino Completed on: 05/04/2022									
05-23-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	106.75	0.00	1.00	106.75
Bosco Inv #6984292 Serve: Melinda Green, an individual Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; ADR Court: Superior Court of California, County of San Bernardino Closed on: 05/13/2022									
06-27-2022	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	2.00	0.00	1.00	2.00
Fax file Amendment to Complaint									
08-01-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	8.00	0.48
8 copies @ .06 for Nlc of Change of Address									
12-22-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID #11636524 for 12/21/22 CMC									

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00486 Hagon v Transport
America (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Starla Hagon and Michael Jespersen</u> <u>14000-00486 Hagon v Transport America</u>									
04-21-2023	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	6,350.00	0.00	1.00	6,350.00
ADR Services Inv #23-2258-MLH-01 for 6/28/23 mediation with Mark LeHocky, Esq.									
06-09-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8058710 - file Joint Statement									
06-23-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11708568 for 6/21/23 CMC									
10-25-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	39.01	0.00	1.00	39.01
OneLegal Order #21478555 - file Stip and Order to Cont CMC									
01-03-2024	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	7,480.00	0.00	1.00	7,480.00
Berger Consulting Inv #8853									
01-17-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
Bosco Inv #10237952 File and conform in Dept. S26. -Stipulation to Continue CMC; Proposed Order *advance fee* Court: Superior Court of California, County of San Bernardino Completed on: 01/16/2024									
03-06-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	214.10	0.00	1.00	214.10
Bosco Inv #10544216 File and conform. -Motion -Declaration x2 -Proposed Order *advance fees* ***copy of filed Stip. to Continue attached for Court reference*** Court: Superior Court of California, County of San Bernardino Completed on: 03/04/2024									
03-19-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	76.40	0.00	1.00	76.40

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00486 Hagon v Transport America (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Starla Hagon and Michael Jespersen</u>									
<u>14000-00486 Hagon v Transport America</u>									
Bosco Inv #10620823									
File and Conform:									
Declaration (3)									
Court: Superior Court of California, County of San Bernardino									
Completed on : 03/18/2024									
04-08-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11813276 for 4/5/24 MPA									
04-08-2024	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	2.50	0.00	1.00	2.50
Receipt for San Bernardino Superior Court - copy of signed PA order									
08-05-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated cost to file MFA and supporting documents via Bosco									
08-27-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	114.00	0.00	1.00	114.00
Estimated cost for Courtcall for 8/27/24 MFA									

Project Total 17,104.99
Client Total 17,104.99
Grand Total 17,104.99

EXHIBIT “C”