

Brian J. Mankin, Esq. [CSB No. 216228]
Peter J. Carlson, Esq. [CSB No. 295611]
Fernandez & Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444
Fax: (951) 320-1445
bjm@fernandezlauby.com

Attorneys for Plaintiffs and on Behalf of the State of California and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

RUBY CORONADO, CINDY JANTES, and
ANGELICA JANTES, individually, and on
behalf of all similarly situated current and
former employees;

Plaintiffs,

vs.

GLOBAL ONE LOGISTICS, a California
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVDS 1606686

[Assigned for all purposes to the Hon. Gilbert
Ochoa, Dept. S33]

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION TO
APPROVE SETTLEMENT PURSUANT
TO THE PRIVATE ATTORNEY
GENERAL ACT OF 2004**

Hearing

Date: December 4, 2018

Time: 8:30 a.m.

Dept.: S33

Complaint Filed: April 29, 2016

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 represent the Plaintiffs in this action and 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 to Approve Settlement Pursuant to the Private Attorney General Act of 2004 (the "PAGA"). If called as a witness, I could and would competently testify thereto.

DECLARATION OF BRIAN MANKIN IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

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. I have handled hundreds of employment litigation matters on behalf of
6 employees for over 10 years. I also have over ten years of experience in class action and
7 representative action litigation.

8 3. During this time, my practice has almost entirely consisted of representing
9 employees, especially in handling class action and representative action wage and hour matters.
10 I have handled over 100 class action and representative action wage/hour cases, and have been
11 appointed by the court as class counsel and have received final court approval and judgment in
12 approximately half of those actions to date, and anticipate receiving final approval in many more
13 of those in the future.

14 4. As part of these settlements and judgments, I have recovered upwards of \$100
15 million dollars for my clients, the employees and the State. In 2017, I recovered approximately
16 \$25 million for my clients on cases I've handled (some of which involved work by my co-
17 counsel as well), including the largest known PAGA-only case in California's history - a \$12.5
18 million-dollar court approved settlement, which followed extensive litigation, summary
19 adjudication and writs to the CA Supreme Court against a Fortune 50 company (Garcia v.
20 Macy's, San Bernardino Superior Court).

21 5. I have litigated a PAGA case through trial in the Orange County Superior Court
22 involving over 1,000 employees, and we received a judgment in our favor for almost \$500,000
23 on a single claim for wage statement violations.

24 6. I was recently selected by my peers as a "Super Lawyer" in Employment
25 Litigation.

PROCEDURAL BACKGROUND

7. My firm began investigating this matter in about March 2016. After being retained by Plaintiff Ruby Coronado, we sent a letter to Defendant requesting the production of her personnel and timekeeping records in order to further evaluate her wage and hour claims.

8. On March 26, 2016, my firm sent a letter via certified mail to the California Labor & Workforce Development Agency (“LWDA”) and Defendant regarding the alleged violations. The LWDA did not respond to this notice, thus allowing Plaintiffs to file the instant lawsuit. Lab. Code § 2699.3(a)(2)(A).

9. On April 29, 2016, Plaintiff Coronado filed a complaint that included a) class action claims, including: Failure to Pay Overtime Wages; Failure to Provide Paid Rest Breaks; Failure to Timely Pay Wages; Failure to Provide Accurate Itemized Wage Statements; and Unfair and Unlawful Competition (collectively, the “Class Action Claims”), and b) representative “PAGA Claims” for civil penalties on behalf of the Aggrieved Employees and State of California, including the following causes of action: (1) PAGA Assessment for Failure to Pay Overtime Wages; (2) PAGA Assessment for Failure to Provide Paid Rest Breaks; (3) PAGA Assessment for Failure to Timely Pay Wages; and (4) PAGA Assessment for Failure to Provide Accurate Itemized Wage Statements, which include claims for alleged violations of California Labor Code §§ 204, 210, 218.6, 221, 224, 226, 226.3, 510, 558, 1174, 1174.2, 1174.5, 1194, and 2699 *et seq.* to the extent they arise out of the underlying Labor Code claims against Defendant.

10. Defendant retained counsel, fully denied the allegations and vowed to vigorously defend against them. Defendant denied asserted that it properly paid overtime wages, as required by California law, and provided all required breaks to the employees.

11. In May 2017, my office moved to amend the complaint and add additional employees to the action, namely Cindy and Angelica Jantes.

12. After extensive discovery, depositions and investigations, on July 10, 2017, Plaintiffs' filed a motion to certify the Class Action Claims¹. On December 15, 2017, the Court issued an order denying certification as to all Class Action Claims, except for the third rest break claim. The Court reasoned that the off-the-clock claims would create individualized issues, among other things. However, because the third rest break claim could only be proven using evidence of an off-the-clock practice, which the Court found unreliable, we agreed as part of the mediation process to decertify the third rest break claim.

13. The parties agreed to mediate the remaining PAGA individual claims.

14. On June 7, 2018, the parties mediated the case with the Hon. Michael Marcus, a retired judge and mediator with extensive experience in wage and hour cases (including PAGA actions). The case did not resolve on the day of mediation, but settled shortly thereafter. In accordance with the Settlement, the Parties stipulated to decertify the rest break claim for the reasons mentioned above, and resolve the PAGA Claims and Plaintiffs and Claimants individual claims. The Parties then negotiated the terms of the Stipulation of Settlement and Release and Amendment to Stipulation of Settlement and Release (collectively, the "Settlement Agreement" or "Stipulation," which are both attached hereto as Exhibit "A"), which calls for the settlement of PAGA penalties now presented to this Court for approval. Separately, the Parties also settled and resolved Plaintiff's individual non-PAGA claims.

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

15. The settlement requires Defendant to pay \$140,000 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiffs' attorneys' fees (\$69,000, which is less than ½ of its the lodestar) and litigation costs (\$8,000), and third party administrator ("Administrator") costs (\$4,000), and the Individual Settlements. After these payments, approximately \$36,000 will remain as the estimated net proceeds ("Net Settlement Amount") to be paid for PAGA Penalties.

¹ During the class certification process, two additional former employees came forward and requested that my office pursue their claims: Milagros Ibarra and Juan Gustavo Del Cid Del Cid ("Claimants"). The Claimants were not added as Plaintiffs, but their individual claims were investigated and resolved at mediation.

16. Pursuant to Labor Code § 2699(i), 75 percent shall be paid to the LWDA (which shall be used to assist in the enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code), and the remaining 25 percent being paid to the Aggrieved Employees. A following chart reflects the estimated payments from the Settlement Agreement:

	Amount
<i>Settlement Amount</i>	\$140,000
Individual Settlements	\$23,000
Attorneys' Fees (1/3)	\$69,000
Litigation Costs	\$8,000
Administrator Costs	\$4,000
<i>Net Settlement Amount</i>	\$36,000
PAGA Penalties	\$36,000
75% to the LWDA (\$27,000)	
25% to Aggrieved Employees (\$9,000)	
Balance	\$0

17. As such, the LWDA will receive approximately \$27,000 (which shall be used to assist in the enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code), and the Aggrieved Employees will divide \$9,000 from the Net Settlement Amount. The portion of each Aggrieved Employee's share will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 where required.

18. In exchange for these payments and benefits, the release in the Settlement Agreement narrowly releases claims for civil penalties brought under Labor Code § 2699 and Labor Code § 558 in the Action, as well as Plaintiffs/Claimants giving a full release.

THE REQUESTED ATTORNEY'S FEES AND COSTS ARE FAIR AND REASONABLE

19. In accordance with the Settlement, the Parties agreed to allocate \$69,000 to my office for reasonable attorneys' fees which will be paid on a payment plan, plus actual litigation costs not to exceed \$8,000. These fees are warranted under the law and are approximately 2.5 times less than our actual lodestar, resulting in a significant negative multiplier.

1 20. At my office, this case was primarily handled by Peter Carlson and me. Mr.
2 Carlson works exclusively with me on employment law matters and has been in practice for 4
3 years. He bills at the hourly rate of \$450/hour. I have been in practice for 17 years, with most of
4 those years handling complex litigation and for over the last ten years, my practice has almost
5 entirely consisted of representing employees with most of that time devoted to handling class
6 action and wage and hour matters. My billing rate is \$675/hour. I believe these rates are
7 consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not
8 somewhat lower (i.e., the Laffrey Matrix at www.laffreymatrix.com indicates that the benchmark
9 rate for a 4 year attorney to be \$402/hour and a 12 year attorney at \$655/hour). According to the
10 National Law Journal, in Los Angeles, partners charge an average of \$665, while the average
11 associate rate is \$401. (Sloan, \$1,000 Per Hour Isn't Rare Anymore; Nominal Billing Levels
12 Rise, But Discounts Ease Blow (2014) Nat. Law Journal .)²

13 21. I have reviewed the work performed on the case and the billing inputted by the
14 timekeepers. The table below includes a summary of the hours worked, plus additional hours
15 that I will bill in finalizing and filing the motion, preparing for and attending the approval
16 hearing, and working with the administrator and defense counsel to finalize this matter. My
17 firm's lodestar totals approximately \$180,675 through the conclusion of this matter, resulting in a
18 ***negative*** multiplier, as follows:

28 ² The article notes that at Irell & Manella, the average partner rate is \$890/hr; Mannatt, Phelps & Phillips is \$740/hr; O'Melveny & Meyers is \$715/hr; and Jeffer Mangels Butler & Mitchell is \$690/hr. *Id.*

Lodestar Summary³

Attorney	Experience	Rate/hr	Hours	Total
Brian Mankin	17	\$675	95 ⁴	\$64,125
Peter Carlson	4	\$450	259	\$116,550
TOTAL				\$180,675

22. In the course of prosecuting this action, my office 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, mediator fees, and other incidental expenses directly related to this action. My firm's expenses currently total \$8,134.21 (see Exhibit "C" attached hereto). But because the final costs exceed the \$8,000 cap that the Parties agreed upon in the Settlement Agreement, we are requesting reimbursement of costs of \$8,000. Defendant does not oppose this request.

APPOINTMENT OF THE ADMINISTRATOR

23. The Parties selected Phoenix as the Administrator based on its submission of the lowest bid out of other reputable administrators. Phoenix will perform all duties relating to the issuance of checks, mailing the notices, locating employees, and preparation and submission of tax forms for a flat fee of \$4,000. Phoenix's flat-fee proposal is attached hereto as Exhibit "D."

³ Plaintiffs' Counsel kept time-sheets, and the summary is based on those time records. Notably, a lodestar calculation need not be supported by detailed time records, but can be made based on reasonable estimates. *Wershba v. Apple Computer*, 91 Cal.App.4th 224, 255 (2001) ("California case law permits fee awards in the absence of detailed time sheets"). Declarations by counsel as to time spent, even if only estimates, are enough. *See Id.* ("Here plaintiff's attorneys submitted declarations evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case"); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1810 (1996) (lodestar calculation can be based on counsel's estimate of time spent). "An experienced trial judge is in a position to assess the value of the professional services rendered in his or her court." *Wershba*, 91 Cal.App.4th at 255.

24. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA through its online portal. (See Exhibit “E”).

25. The Stipulation of Settlement and Release and Amendment thereto are collectively attached hereto as Exhibit “A.”

27. An itemized statement of my firm's costs (through the date of this declaration) is attached hereto as Exhibit "C."

28. The flat fee proposal provided by Phoenix to administer the case for \$4,000 is attached hereto as Exhibit “D.”

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

30. The Parties agreed upon Proposed Notice to be sent to the Class Members is attached hereto as Exhibit “F.”

31. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 24, 2018, at Riverside, California.

By:

Bayliffe

Brian J. Mankin

⁴ Includes an estimated 20 hours of additional work in preparation for and attending the hearing, as well as work that is anticipated to be performed after the hearing with counsel, administrator, employees, Searle Counsel and the court.

EXHIBIT "A"

STIPULATION OF SETTLEMENT AND RELEASE

This stipulation of settlement and release ("Stipulation of Settlement") is made and entered into, on the one hand, by and between Plaintiffs Ruby Coronado, Cindy Jantes, Angelica Jantes and Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid, individually, and on behalf of all others similarly situated Aggrieved Employees, and on the other hand, Defendant Global One Logistics, Inc., (collectively, the "Parties"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions.

1. "Agreement," "Stipulation," "Stipulation of Settlement," "Settlement Agreement," or "Stipulation and Agreement" shall mean this Stipulation of Settlement, including any attached Exhibits.
2. "Aggrieved Employees" means all non-exempt employees of Defendant in California who were employed at any time between April 29, 2015, and June 25, 2018, and who received at least one wage statement from Defendant during that time period.
3. "Aggrieved Employees Settlement Proceeds" means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Aggrieved Employees.
4. "Class Action Claims" mean and refers to claims alleged on behalf of all non-exempt employees in the Action, including the following causes of action: Failure to Pay Overtime Wages; Failure to Provide Paid Rest Breaks; Failure to Timely Pay Wages; Failure to Provide Accurate Itemized Wage Statements; and Unfair and Unlawful Competition. As part of the Court's denial of class certification and limited certification of the rest break, the Parties agreed to decertify the rest break claim and otherwise dismiss all Class Action Claims without prejudice as part of this Settlement.
5. "Complaint" (also referred to as the "Action") means and refers to the case entitled "*Ruby Coronado et. al v. Global One Logistics et al*" which was filed in the Superior Court, County of San Bernardino, as Case No. CIVDS1606686.
6. "Court" (or "Judge") means the California Superior Court, County of San Bernardino.
7. "Defendant" (or "Global") means and refers to Global One Logistics, Inc., which operates a warehousing and distribution facility in Ontario, California.
8. "Defendant's Counsel" means and refers to Lewis Brisbois Bisgaard & Smith LLP.
9. "Effective Date" means the date the Court enters the Final Order approving the Settlement.
10. "Final Order" refers to the order of the Court granting approval of this Stipulation of Settlement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties.

11. "Individual Settlement Payments to Plaintiffs/Claimants" are the payments that will be issued to Plaintiffs Ruby Coronado, Cindy Jantes, Angelica Jantes and Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid in connection with their individual wage and hour claims against Global, which will be paid from the Settlement Amount.

12. "LWDA Settlement Proceeds" means the seventy-five percent (75%) of the Net Payment that shall be paid to the Labor Workforce and Development Agency.

13. The "Net Settlement Amount" is defined as the Settlement Amount less attorneys' fees, litigation costs advanced by Plaintiffs' Counsel, Settlement Administrator costs, and the Individual Settlement Payments to Plaintiffs/Claimants.

14. "Notice" means the notice that will be sent to the Aggrieved Employees after the Final Order is entered by the Court, in accordance with the payment plan set forth herein, and shall be similar to the form attached hereto as Exhibit "A."

15. "Parties" or "Settling Parties" mean Plaintiffs/Claimants, the Aggrieved Employees, and Defendant, collectively.

16. "PAGA Claims" or "Operative Claims" means and refers to the claims for civil penalties on behalf of the Aggrieved Employees and State of California under the Private Attorney General Act of 2004 ("PAGA") as alleged in the Action, including the following causes of action: (1) PAGA Assessment for Failure to Pay Overtime Wages; (2) PAGA Assessment for Failure to Provide Paid Rest Breaks; (3) PAGA Assessment for Failure to Timely Pay Wages; and (4) PAGA Assessment for Failure to Provide Accurate Itemized Wage Statements, which include claims for alleged violations of California Labor Code §§ 204, 210, 218.6, 221, 224, 226, 226.3, 510, 558, 1174, 1174.2, 1174.5, 1194, and 2699 *et seq.* to the extent they arise out of the underlying Labor Code claims against Defendant.

17. "Plaintiffs/Claimants" means and refers to Ruby Coronado, Cindy Jantes and Angelica Jantes and Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid (who retained Plaintiffs' Counsel and threatened to join the Action).

18. "Plaintiffs' Counsel" is Fernandez & Lauby LLP.

19. "Released Parties" means the named Defendants, including Global One Logistics, Inc., Yariv Vertheim, Barak Vertheim and Arik Vertheim and their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and consultants.

20. "Settlement Administrator" means and refers to the entity that will administer the settlement, which the Parties will select by mutual agreement and/or low bid.

21. "Settlement Amount" means the maximum settlement amount that Defendant will pay in connection with this settlement, which is one hundred forty thousand U.S. Dollars (\$140,000).

"Statutory Period" is deemed to be any time from April 29, 2015, and June 25, 2018.

B. General.

22. On April 29, 2016, Plaintiff Ruby Coronado initiated the Action, which asserts the PAGA Claims and Class Action Claims. On May 26, 2017, Plaintiff Coronado filed a first amended complaint adding Cindy Jantes and Angelica Jantes as Plaintiffs. On July 10, 2017, Plaintiffs' filed a motion to certify the Class Action Claims and on December 15, 2017, the Court issued an order denying certification as to all Class Action Claims, except for the rest break claim. However, because the rest break claim arose out of an alleged failure to provide third rest breaks for shifts exceeding 10 hours, Defendants believed that this claim could not proceed on a class-wide basis because the proof necessary to establish shifts in excess of 10 hours involved evidence of an off-the-clock practice, which the Court considered and denied certification as to the other class claims. For these reasons, the Parties stipulated to decertify the rest break claim as part of this Settlement, and only resolve the PAGA Claims and Plaintiffs/Claimants individual claims. As part of these negotiations and mediation, Plaintiffs also advised of Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid intention to bring similar individual claims against Defendant.

23. Defendants deny Plaintiffs/Claimants claims and allegations, denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

24. The Parties have conducted a thorough investigation into the facts of the Action. This included conducting extensive discovery, a class certification motion, exchanging information and documents relating to the Action and mediation of the PAGA Claims and individual claims. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiffs' Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's counsel also agree that the settlement is fair and in the best interest of the Aggrieved Employees.

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

C. Terms of Settlement.

26. The financial terms of the settlement are as follows:

(a) **Maximum Settlement Amount:** The Parties agree to settle this Action for the maximum of \$140,000.00 ("Settlement Amount"). This Settlement Amount is inclusive of all settlement payments to the State of California and Aggrieved Employees; Individual Settlement Payments to Plaintiffs/Claimants; Plaintiffs' Counsel's attorneys' fees and litigation costs and Settlement Administrator costs.

(b) **Individual Settlement Payments to Plaintiffs/Claimants:** The Parties agree that \$23,000 will be paid to Plaintiffs/Claimants for the full and complete resolution of their individual wage and hour claims alleged against Defendant in the following allocations: original Plaintiff Ruby Coronado (\$7,000), add-on Plaintiffs Cindy Jantes and Angelica Jantes (\$5,000 each) and Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid (\$3,000 each). These payments will be paid out of the Settlement Amount and will be allocated as 25% to wages (W2 reporting) and 75% to interest and penalties (1099 reporting). Plaintiffs/Claimants will be bound by a General Release and waiver of Civil Code § 1542 in exchange for these payments.

(c) **Settlement Administrator Costs:** The costs associated with settlement administration (e.g. preparing and mailing payments to LWDA and Aggrieved Employees, tax documentation, etc.) shall be paid from the Settlement Amount. The parties agree to select a Settlement Administrator based on low bid or by mutual agreement;

(d) **Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiffs' Counsel will be paid its lodestar in prosecuting the Action in an amount not to exceed \$69,000 of the Settlement Amount as attorneys fees, plus litigation costs not to exceed \$8,000, both of which will be paid from the Settlement Amount.

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in items (b) through (d) from the Settlement Amount, the balance remaining will form the Net Settlement Amount and will be paid to the Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees in the following proportion: 75 percent to the LWDA and 25 percent to the Aggrieved Employees. The 25 percent payable to the Aggrieved Employees will be distributed to the Aggrieved Employees in an equal share.

27. The Parties agree that the settlement is fair and reasonable and will so represent to the Court.

D. Release by the Aggrieved Employees.

28. Upon the Court's entry of the Final Order, the Aggrieved Employees will forever completely release and discharge the Released Parties of any and all PAGA Claims that were alleged in the Action or PAGA Claims for civil penalties could have been alleged based on the facts asserted in the Complaint ("Released Claims"). The time period governing these Released Claims shall be the Statutory Period.

29. Each Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it.

E. Release by Plaintiffs/Claimants

30. Upon the Court's entry of the Final Order, Plaintiffs Ruby Coronado, Cindy Jantes, Angelica Jantes and Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid do hereby, for themselves and for their respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge 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, from the beginning of time to the date this Stipulation is signed, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for or termination of such employment.

31. Without limiting the generality of the foregoing, Plaintiffs/Claimants expressly release all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off the clock" work under federal and state law, including California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California Labor Code, including Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits).

32. Plaintiffs/Claimants agree that there is a risk that any injury that they may have suffered by reason of Released Parties might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained.

Nevertheless, Plaintiffs/Claimants agree to forever and fully release and discharge the Released Parties, and understands that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiffs/Claimants with respect to claims arising in the time period from the beginning of time to the date this Stipulation is signed.

33. Plaintiffs/Claimants expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs/Claimants expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs/Claimants know of, as well as all claims that they do not know or suspect to exist in their favor against Defendant, or any of them, for the time period from the beginning of time to the date this Settlement Agreement is signed, and that this Settlement Agreement contemplates the extinguishment of any such claims.

F. Settlement Approval and Implemental Procedures.

34. Plaintiffs will move the Court for approval of the Settlement, including the PAGA Claims and penalties, the Individual Settlement Payments to Plaintiffs/Claimants, Plaintiffs' Counsel's attorneys' fees and costs, and Settlement Administrator costs which Defendant will not oppose.

35. Upon the Court's entry of the Final Order, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all Aggrieved Employees to update the addresses of the Aggrieved Employees, (ii) issuing the Notice and payments to the Aggrieved Employees, (iii) issuing any required IRS forms, and (iv) issuing payment to the LWDA, Plaintiffs' Counsel and Plaintiffs/Claimants.

36. Upon the Court's entry of the Final Order, all Aggrieved Employees will: (i) be bound by the terms and conditions of this Agreement, and the releases set forth herein; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement and the Court's Final Order, and (iii) be entitled to receive a share of the Net Settlement Amount, as set forth herein.

37. Within thirty (30) days after the Court has entered the Final Order approving the Settlement, Defendant will provide to the Settlement Administrator with a list of the names, last known addresses, phone number and Social Security number of each Aggrieved Employee. The Settlement Administrator will perform a National Change of Address ("NCOA") search on all the Aggrieved Employees to update the addresses of the Aggrieved Employees.

38. The following payment plan will govern the payment of the Settlement Amount.

(a) Within ten (10) days after the Court has entered the Final Order approving the Settlement, or by December 5, 2018, whichever is later, Defendant Global One Logistics shall fund \$100,000 of the Settlement Amount, inclusive of (1) \$5,750 representing the 25% unpaid wage allocation of the Individual Settlement Payments to Plaintiffs/Claimants, which shall be paid in individual settlement checks in the following amounts, less all required deductions and withholdings: Ruby Coronado (\$1,750), Cindy Jantes (\$1,250), Angelica Jantes (\$1,250), Milagros Ibarra (\$750) and Juan Gustavo Del Cid Del Cid (\$750) which shall be reported on an IRS Form W2 to each Plaintiff/Claimant; (2) \$17,250 representing the 75% interest and penalties allocation of the Individual Settlement Payments to Plaintiffs/Claimants, which shall be paid in individual settlement checks in the following amounts: Ruby Coronado (\$5,250), Cindy Jantes (\$3,750), Angelica Jantes (\$3,750), Milagros Ibarra (\$2,250) and Juan Gustavo Del Cid Del Cid (\$2,250) which shall be reported on an IRS Form 1099 to each Plaintiff/Claimant; (3) attorneys fees to Plaintiffs' Counsel, as approved by the Court, not to exceed \$69,000, and (4) litigation costs to Plaintiffs' Counsel, as approved by the Court, not to exceed \$8,000. The total of this first payment shall not exceed \$100,000. All of the foregoing checks shall be mailed to Plaintiffs' Counsel.

(b) On July 1, 2019, Defendant Global One Logistics shall submit by wire transfer or check the remainder of the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator in relation to this settlement. The Settlement Administrator shall deduct the amount of approved Settlement Administrator's costs to arrive at the Net Settlement Amount, which will be distributed as set forth herein.

39. Within ten (10) days of receiving the payment from Defendant, the Settlement Administrator shall mail the settlement checks to the Aggrieved Employees and the LWDA. The settlement checks mailed to the Aggrieved Employees will be accompanied with a letter explaining the payment and deadline to cash the check, and this letter will be in a format that is not materially different from the sample letter attached hereto as Exhibit "A."

40. Aggrieved Employees shall have 120 calendar days after mailing to cash their settlement checks. If any Aggrieved Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the Aggrieved Employee will be deemed to have waived irrevocably any right in or claim to his/her share. The release nevertheless will be binding upon Aggrieved Employees who do not cash their checks within the 120-day period. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property in the name of the Aggrieved Employee who did not cash the check. Neither Defendant, Defense Counsel, Plaintiffs' Counsel nor Plaintiffs/Claimants will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

41. All Settlement payments to Aggrieved Employees will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, shall be reported on IRS 1099 forms and corresponding state forms.

G. Miscellaneous Provisions.

42. **Voiding the Agreement:** The Court's refusal to enter a Final Order approving the Settlement and/or makes a fundamental change of the Parties' settlement shall render the entire

Stipulation of Settlement voidable and unenforceable as to all Parties herein at the option of either Party.

43. **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.

44. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

45. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's approval of the settlement, and the Final Order.

46. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

47. **No Admission:** Defendant denies any and all liability to Plaintiffs and/or the Aggrieved Employees in this Lawsuit, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiffs, has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

48. **Binding Settlement:** Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Stipulation of Settlement. The stipulation for class certification as part of this Stipulation of Settlement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

49. **Enforcement Actions:** Except as otherwise provided in this Stipulation of Settlement, in the event that one or more of the Parties to this Stipulation of Settlement institutes

any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

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

To Plaintiff:

Brian Mankin, Esq.
Fernandez & Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444
Fax: (951) 320-1445
Email: bjm@fernandezlauby.com

To Defendant:

Kevin Erwin, Esq.
Lewis Brisbois Bisgaard & Smith LLP
650 Hospitality Lane, Suite 600
San Bernardino, California 92408
Tel: (909) 387-1130
Fax: (909) 387-1138
Email: kevin.erwin@lewisbrisbois.com

51. **Construction:** The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Stipulation of Settlement 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 Stipulation of Settlement.

52. **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 Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

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

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

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

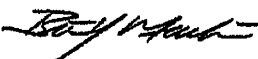
56. **Binding On Assigns:** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

57. **Counterparts:** This Stipulation of Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

Dated: September 28, 2018

PLAINTIFF'S COUNSEL:

FERNANDEZ & LAUBY

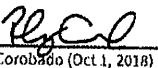


By: _____

BRIAN MANKIN

Dated: September 30, 2018

PLAINTIFF:



Ruby Coronado (Oct 1, 2018)

Ruby Coronado

Dated: September __, 2018

PLAINTIFF:

Cindy Jantes

Dated: September __, 2018

PLAINTIFF:

Angelica Jantes

Dated: September __, 2018

PLAINTIFF:

Milagros Ibarra

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

56. **Binding On Assigns:** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

57. **Counterparts:** This Stipulation of Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

Dated: September __, 2018 **PLAINTIFF'S COUNSEL:**

FERNANDEZ & LAUBY

By: _____
BRIAN MANKIN

Dated: September __, 2018 **PLAINTIFF:**

Ruby Coronado

Dated: September 27, 2018 **PLAINTIFF:**


Cindy Jantes (Sep 27, 2018)
Cindy Jantes

Dated: September __, 2018 **PLAINTIFF:**

Angelica Jantes

Dated: September __, 2018 **PLAINTIFF:**

Milagros Ibarra

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

56. **Binding On Assigns:** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

57. **Counterparts:** This Stipulation of Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

Dated: September __, 2018 **PLAINTIFF'S COUNSEL:**

FERNANDEZ & LAUBY

By: _____
BRIAN MANKIN

Dated: September __, 2018 **PLAINTIFF:**

Ruby Coronado

Dated: September __, 2018 **PLAINTIFF:**

Cindy Jantes

Dated: September 27, 2018 **PLAINTIFF:**



Angelica Jantes (Sep 27, 2018)
Angelica Jantes

Dated: September __, 2018 **PLAINTIFF:**

Milagros Ibarra

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

56. **Binding On Assigns:** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

57. **Counterparts:** This Stipulation of Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

Dated: September __, 2018 **PLAINTIFF'S COUNSEL:**

FERNANDEZ & LAUBY

By: _____
BRIAN MANKIN

Dated: September __, 2018 **PLAINTIFF:**

Ruby Coronado

Dated: September __, 2018 **PLAINTIFF:**

Cindy Jantes

Dated: September __, 2018 **PLAINTIFF:**

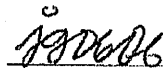
Angelica Jantes

Dated: September 21, 2018 **PLAINTIFF:**

Milagros Ibarra
Milagros Ibarra

Dated: September 21, 2018

PLAINTIFF:

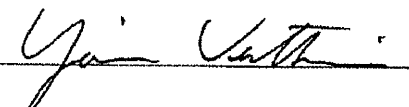


Juan Gustavo Del Cid Del Cid

^{OCT.}
Dated: September 23, 2018

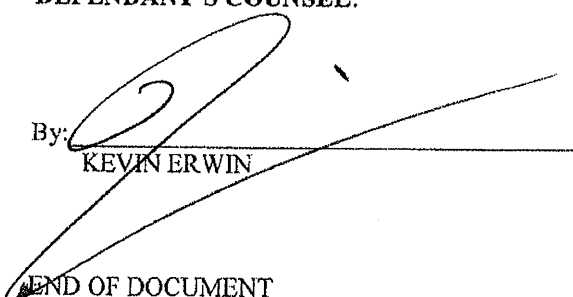
DEFENDANT:

GLOBAL ONE LOGISTICS, INC.

By: 

^{OCT.}
Dated: September 23, 2018

DEFENDANT'S COUNSEL:

By: 

KEVIN ERWIN

END OF DOCUMENT

AMENDMENT TO STIPULATION OF SETTLEMENT AND RELEASE

This amendment is to the stipulation of settlement and release that was fully entered into on about October 9, 2018, between Plaintiffs Ruby Coronado, Cindy Jantes, Angelica Jantes and Claimants Milagros Ibarra and Juan Gustavo Del Cid Del Cid, and Defendant Global One Logistics, Inc., (hereinafter, "Amendment to Stipulation"). This Amendment to Stipulation is approved by the Parties, by and through their counsel of record, and shall become part of the Stipulation of Settlement to ensure that both documents are read as one agreement.

The following paragraphs in the Stipulation of Settlement are amended (with deleted/stricken terms identified by a lined-out and new terms in identified bold and italics), as follows:

38. The following payment plan will govern the payment of the Settlement Amount.

(a) Within ten (10) days after the Court has entered the Final Order approving the Settlement, or by December ~~20, 5~~, 2018, whichever is later, Defendant Global One Logistics shall fund ~~\$50,000~~ ~~\$100,000~~ of the Settlement Amount, inclusive of (1) \$5,750 representing the 25% unpaid wage allocation of the Individual Settlement Payments to Plaintiffs/Claimants, which shall be paid in individual settlement checks in the following amounts, less all required deductions and withholdings: Ruby Coronado (\$1,750), Cindy Jantes (\$1,250), Angelica Jantes (\$1,250), Milagros Ibarra (\$750) and Juan Gustavo Del Cid Del Cid (\$750) which shall be reported on an IRS Form W2 to each Plaintiff/Claimant; (2) \$17,250 representing the 75% interest and penalties allocation of the Individual Settlement Payments to Plaintiffs/Claimants, which shall be paid in individual settlement checks in the following amounts: Ruby Coronado (\$5,250), Cindy Jantes (\$3,750), Angelica Jantes (\$3,750), Milagros Ibarra (\$2,250) and Juan Gustavo Del Cid Del Cid (\$2,250) which shall be reported on an IRS Form 1099 to each Plaintiff/Claimant; (3) ***the first payment for*** attorneys fees to Plaintiffs' Counsel (***Fernandez & Lauby LLP***), as approved by the Court, ***in the amount of \$19,000*** ~~not to exceed \$69,000~~, and (4) litigation costs to Plaintiffs' Counsel, as approved by the Court, not to exceed \$8,000. The total of this first payment shall not exceed ~~\$50,000~~ ~~\$100,000~~. All of the foregoing checks shall be mailed to Plaintiffs' Counsel, ***Fernandez & Lauby LLP at 4590 Allstate Drive, Riverside, CA 92501.***

(b) ***On or before July 1, 2019, Defendant Global One Logistics shall fund the second and final payment of attorneys fees to Plaintiffs' Counsel ("Fernandez & Lauby LLP"), as approved by the Court, in an amount not to exceed \$50,000. This check shall be mailed to Plaintiffs' Counsel, Fernandez & Lauby LLP.***

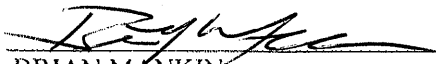
(c) On ~~July~~ ***September*** 1, 2019, Defendant Global One Logistics shall submit by wire transfer or check the remainder of the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator in relation to this settlement. The Settlement Administrator shall deduct the amount of approved Settlement Administrator's costs to arrive at the Net Settlement Amount, which will be distributed as set forth herein.

This Amendment to Stipulation may be executed in counterparts, and each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully-signed Amendment to Stipulation, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

Dated: October 24, 2018

PLAINTIFF'S COUNSEL:

FERNANDEZ & LAUBY

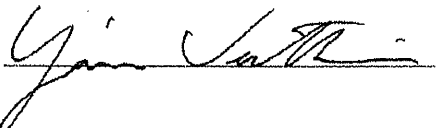
By: 

BRIAN MANKIN

Dated: October 15, 2018

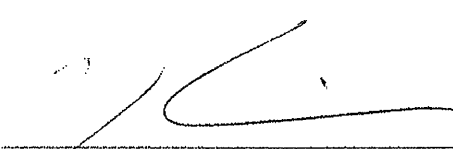
DEFENDANT:

GLOBAL ONE LOGISTICS, INC.

By: 

Dated: October 15, 2018

DEFENDANT'S COUNSEL:

By: 

KEVIN ERWIN

END OF DOCUMENT

EXHIBIT “B”



March 23, 2016

CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Global One Logistics
1150 S. Etiwanda Ave.
Ontario, CA 91761

Re: **Wage/Hour/Penalty Claim of Ruby Coronado v. Global Logistics, Inc.**

Dear Labor and Workforce Development Agency and Global One Logistics:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2699, et seq., Labor Code §§ 210, 225.5, 226.3, 558, 1194, and/or sections of the applicable Industrial Welfare Commission Wage Order(s), this letter shall serve as the wage/hour and penalties claim of aggrieved employee Ruby Coronado ("Claimant") against her former employer, Global One Logistics, and/or any affiliated entities (the "Company" or "Global One").

FACTUAL BACKGROUND

Claimant Ruby Coronado was hired by Global One in or around October 2015 as a non-exempt employee to perform various office and clerical duties. On or around March 2, 2016, Claimant was terminated.

During her employment with Global One, Claimant often worked in excess of 8 hours per day. However, for any hours above 8 per day, Claimant received a cash payment for the hours above 8 per day at her regular hourly rate of pay instead of the proper overtime rate of one and one-half times the regular rate. Claimant's wage statement did not reflect the cash payment of partial overtime wages. Claimant alleges that Global One utilized this same system of reporting and payment for hours above 8 per day for all employees at the Company. Therefore, Claimant and the Aggrieved Employees were not paid all required overtime for work in excess of 8 hours per day and/or 40 hours per week. Claimant was also forced, on occasion, to work through rest breaks and was not provided with a wage premium for missed or denied rest periods. Furthermore, Claimant was not paid her earned and unpaid wages immediately upon discharge and was not paid the mandated waiting time pay.

Furthermore, Claimant alleges on information and belief that Global One failed to pay employee wages in a timely manner each pay period pursuant to California law, including Labor Code § 204(d), which requires wages earned during a weekly payroll to be paid not more than seven calendar days following the close of the payroll period. Claimant also received inaccurate and incomplete wage statements that failed to comply with Labor Code § 226(a) and based on information and belief, alleges that Global One failed to appropriately maintain employee records.

Claimant alleges that she was denied specific rights to which she and other aggrieved employees are entitled under California law and the rules promulgated by the Industrial Welfare Commission Wage Orders (the "IWC Wage Orders"), including, failure to pay proper overtime compensation; failure to pay all wages due and owing in a timely manner; failure to provide rest periods as required by law; failure to pay full and final wages at the time of termination; failure to pay waiting time pay; failure to provide accurate wage statements; and failing to keep accurate employment records (collectively, the "Aggrieved Employees").

Based on Claimant's own personal observation, and upon information and belief, all Aggrieved Employees employed or formerly employed by Global One are entitled to similar wage and hours claims, as further set forth below.

PAGA ASSESSMENT FOR DENIAL OF REST BREAKS AND WAGE PREMIUMS

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ..."

Section 12 of applicable IWC Wage Order states in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof"

Here, Claimant and other Aggrieved Employees were required to work through rest breaks to meet the objectives of Global One. Thus, they were not provided with all mandatory rest periods. Although Global One was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), Global One did not pay the mandatory one-hour wage premiums. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

Claimant and the Aggrieved Employees also worked in excess of 8 hours per day, and/or 12 hours per day, and/or forty hours per week without receiving proper payment of the requisite overtime wages for all overtime hours worked pursuant to Labor Code §§ 204 and 510 and/or the applicable IWC Wage Order.

As discussed above, Global One failed to properly compensate Claimant and the Aggrieved Employees for hours worked in excess of 8 per day and/or 40 per week. This resulted in earned, but unpaid, overtime wages due and owing to Claimant and the Aggrieved Employees. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon Global One as a result of its failure to pay Claimant and the Aggrieved Employees all overtime wages due and owing in violation of the California Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR FAILING TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

By virtue of the partial cash payment for overtime wages, Global One failed to comply with Labor Code § 226(a) by providing wage statements to its employees, including Claimant, that failed to accurately state the total number of overtime hours worked, the proper overtime rate, the correct overtime pay due and owing, the total deductions, and the total net and gross income each pay period, among possibly other violations. Accordingly, Claimant is entitled to damages under Labor Code § 226(e), including reasonable attorneys' fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR FAILURE TO PAY WAITING TIME PENALTY

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) states in pertinent part "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 203(a) states "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the

due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

Global One did not pay Claimant all wages that were due and owing within the required time following the end of her employment in accordance with Labor Code §§ 201-202. Upon information and belief, Claimant alleges that Global One committed the same violations with other Aggrieved Employees. As a result, Claimant and all Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING EACH PAYROLL PERIOD, INCLUDING FINAL WAGES, WITHIN THE TIME REQUIRED BY LAW

(Labor Code §§ 201, 202, 203, 204, 204.1, 208, 256 and 2699)

Global One paid employee wages on a weekly payroll period. However, the Company failed to pay all wages due and owing to Claimant and the Aggrieved Employees each pay period within seven days following the end of the payroll period as mandated by Labor Code § 204. As a result of these violations, waiting-time and other penalties, including civil penalties, may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR VIOLATION OF THE WAGE THEFT PROTECTION ACT

(Labor Code § 2810.5)

Labor Code § 2810.5 requires employers to provide various information to employees at the time of hire, or as necessary pursuant to this section including within seven days of any changes or updates to the required information.

Based on information and belief, Global One violated Labor Code § 2810.5 every pay period with respect to every Aggrieved Employee because it failed to provide the Aggrieved Employees, including Claimant, with all of the information mandated by Section 2810.5. Pursuant to Labor Code § 2699, Claimant seeks the assessment of all applicable PAGA civil penalties for each current and former employee of Global One for each pay period in the applicable statute of limitations in which the employees did not receive all of the information required by Labor Code § 2810.5, plus reasonable attorneys' fees and costs.

PAGA ASSESSMENT FOR FAILURE TO MAINTAIN EMPLOYMENT RECORDS

(Labor Code §§ 226, 1174, 1174.5, 1198, and § 7 of the IWC Wage Orders)

Labor Code §§ 226, 1174(d), and § 7 of the IWC Wage Orders require employers to maintain accurate employment records, including accurate payroll records showing the total number of regular and overtime hours worked each day by employees, including meal periods,

and the gross wages earned by the employee, including all applicable pay rates and the corresponding number of hours worked at each pay rate, among other requirements.

Global One failed to maintain accurate employment records as mandated by California law. Therefore, in addition to recovering the amount of attorneys' fees and cost incurred herein, Claimant is entitled to the assessment of civil penalties in accordance with Labor Code §§ 1174.5 and 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated Global One employees. Thus, Global One is exposed to these same penalties for violations involving all Aggrieved Employees.

Additionally, Claimant seeks attorney's fees pursuant to Labor Code § 1021.5. Please construe this correspondence as Claimant's notification of alleged wrongdoing and attempted resolution in accordance with Labor Code § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, Global One may be liable for penalties, including unpaid wages, related to the foregoing claims and remedies. Claimant intends to pursue these claims against Global One in a civil action. If through discovery, Claimant becomes aware of any additional claims for Labor Code violations related to his employment and/or other Global One employees, she reserves the right to add any new claims by either amending this claim letter or by adding applicable causes of action to the civil complaint.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Regards,



By: Peter J. Carlson, Esq.
E-mail: pjc@fernandezlauby.com
www.California-EmploymentLawyers.com

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7014 2870 0001 3440 9424
7014 2870 0001 3440 9424

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	3-23-16 Postmark Here
Sent to Global One Logistics Street & Apt. No. or PO Box No. 1150 SOUTH ETI WANDA Avenue City, State, ZIP+4 ONTARIO, ON 91761	
PS Form 3800, July 2014. See Reverse for Instructions	

Coronado

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X ☐ Agent ☐ Addressee
1. Article Addressed to: Global One Logistics 1150 SOUTH ETI WANDA Avenue ONTARIO ON 91761	B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number (Transfer from service label)	3. Service Type ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery
4. Restricted Delivery? (Extra Fee) ☐ Yes	7014 2870 0001 3440 9424

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



7014 2870 0001 3440 9417
7014 2870 0001 3440 9417

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®	
OFFICIAL USE	
Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$	3-23-16 Postmark Here
Sent to Coronado / Global Logistics CALIFORNIA LWDA Street & Apt. No., or PO Box No. 455 Golden Gate Ave., 9th Floor City, State, ZIP+4 SAN FRANCISCO, CA 94102	
PS Form 3800, July 2014 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X ☐ Agent ☐ Addressee	
1. Article Addressed to: CORONADO CALIFORNIA LWDA Attention: PACA Administrator 455 Golden Gate Avenue, 9th Floor SAN FRANCISCO, CA 94102		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7014 2870 0001 3440 9417		D. Is delivery address different from Item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
PS Form 3811, July 2013 Domestic Return Receipt		3. Service Type ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	

EXHIBIT "C"

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 1

Selection Criteria

Clie.Selection Include: Coronado v Global One
Slip.Transaction Type Expense
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
547384	EXP	RER	2	6.95	13.90
3/31/2016		Postage			
WIP		Coronado v Global On		Do Not Bill	
Postage for the month of March 2016					
548376	EXP	LV	1	435.00	435.00
4/27/2016		Court fees			
WIP		Coronado v Global On		Do Not Bill	
Clerk of the Court - Check 58041 - Answer to complaint					
548397	EXP	LV	1	25.00	25.00
4/30/2016		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Bosco Invoice #219860 - San Bernardino Superior Court - Central - COURT FILING, COMPLAINT; SUMMONS; CERTIFICATE OF ASSIGNMENT; CIVIL CASE COVER SHEET					
548602	EXP	LV	1	54.95	54.95
5/12/2016		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Bosco Invoice #220479 - Serve Global One Logistics, a California Corporation, SUMMONS; CLASS/REPRESENTATIVE ACTION COMPLAINT; CIVIL CASE COVER SHEET; CERTIFICATE OF ASSIGNMENT; NOTICE OF TRIAL SETTING CONFERENCE AND NOTICE OF CASE ASSIGNMENT; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET., AT Business 1150 South Etiwanda Avenue Ontario, CA 91761.					
553088	EXP	RER	2	3.25	6.50
8/31/2016		Postage			
WIP		Coronado v Global On		Do Not Bill	
Postage for the month of August 2016					
553532	EXP	RER	138	0.10	13.80
8/31/2016		Copying			
WIP		Coronado v Global On		Do Not Bill	
138 copies @ \$0.10 for (6) Notice of Taking Depo					

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 2

Slip ID			Timekeeper	Units	Rate	Slip Value
Dates and Time			Activity	DNB Time	Rate Info	
Posting Status			Client	Est. Time	Bill Status	
Description			Phase/Task	Variance		
and Form Interrogatories Set One						
555022	EXP		PJC	32.8	0.54	17.71
11/2/2016			Local travel			
WIP			Coronado v Global On		Do Not Bill	
Travel expense for Status Conference in San Bernardino						
555521	EXP		RER	240	0.10	24.00
11/30/2016			Copying			
WIP			Coronado v Global On		Do Not Bill	
162 copies @ \$0.10 for Response to Special Interrogatories; Response to Form Interrogatories; and Response to Request for Production of Documents						
44 copies @ \$0.10 for Notice of Taking Depo of Yariv Vertheim and Amended Notice of Depo of Person Most Knowledgeable of Global One						
34 copies @ \$0.10 for Meet and Confer to Defend Counsel						
555663	EXP		RER	1	16.04	16.04
11/30/2016			Postage			
WIP			Coronado v Global On		Do Not Bill	
Postage for the month of November						
556388	EXP		AM	1	770.10	770.10
12/29/2016		1/9/2017	Attorney Servic			
WIP			Coronado v Global On		Do Not Bill	
Hahn & Bowersock Inv OC2841969 Deposition Transcript of Yariv Vertheim						
557280	EXP		AM	1	401.25	401.25
1/2/2017		2/1/2017	Attorney Servic			
WIP			Coronado v Global On		Do Not Bill	
Hahn & Bowersock Inv OC2842971 Video of Yariv Vertheim						
557013	EXP		EBF	1	75.00	75.00
1/26/2017			Court fees			
WIP			Coronado v Global On		Do Not Bill	
LWDA - Check # 185						
557440	EXP		RER	188	0.10	18.80
1/31/2017			Copying			
WIP			Coronado v Global On		Do Not Bill	
188 copies @ \$0.10 for Motion to Compel Class Contact info, Special Interrogatories						

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 3

Slip ID	Dates and Time	Posting Status	Description	Timekeeper Activity	Client	Phase/Task	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
557452	1/31/2017	EXP	WIP Postage for the month of January 2017	RER	Postage	Coronado v Global On	2	6.65 Do Not Bill	13.30
557581	2/8/2017	EXP	WIP Bosco Inv 1232080 FILE MOTION TO COMPEL RESPONSE TO SPECIAL ROGS	AM	Attorney Servic	Coronado v Global On	1	74.75 Do Not Bill	74.75
560453	2/27/2017	EXP	WIP Travel expenses to court for hearing. (Mileage: 18 miles x .54/mile = \$9.72).	BJM	Local travel	Coronado v Global On	1	9.72 Do Not Bill	9.72
558388	2/28/2017	EXP	WIP Postage for the month of February 2017	RER	Postage	Coronado v Global On	2	0.76 Do Not Bill	1.52
558451	2/28/2017	EXP	WIP 20 copies @ \$0.10 for Reply to Opposition to Motion to Compel Class Contact info, and Proposed Order	RER	Copying	Coronado v Global On	20	0.10 Do Not Bill	2.00
558369	3/1/2017	EXP	3/3/2017 WIP Bosco Inv 1271392 FILE AND CONFORM REPLY TO OPP, AND PROPOSED ORDER	AM	Attorney Servic	Coronado v Global On	1	50.00 Do Not Bill	50.00
559514	3/30/2017	EXP	WIP San Bernardino Superior Court Receipt number 0766-0769 to fax file Order	RER	Attorney Servic	Coronado v Global On	1	7.69 Do Not Bill	7.69
559333	3/31/2017	EXP	WIP 16 copies @ \$0.10 for Proposed Order	RER	Copying	Coronado v Global On	16	0.10 Do Not Bill	1.60
559472	3/31/2017	EXP	WIP Postage for the month of March 2017	RER	Postage	Coronado v Global On	2	0.46 Do Not Bill	0.92

10/24/2018

2:29 PM

Fernandez & Lauby LLP

Slip Listing

Page 4

Slip ID	Dates and Time Posting Status Description	Timekeeper Activity Client Phase/Task	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
560113	EXP 4/28/2017 WIP Clerk of the Court San Bernardino - Stip fee Check #0204	AM Court fees Coronado v Global On	1	20.00 Do Not Bill	20.00
560413	EXP 4/30/2017 WIP 101 copies @ \$0.10 for Stipulation to File FAC	RER Copying Coronado v Global On	101	0.10 Do Not Bill	10.10
560420	EXP 4/30/2017 WIP Postage for the month of April 2017	RER Postage Coronado v Global On	2	2.03 Do Not Bill	4.06
560520	EXP 5/8/2017 WIP Bosco Inv 1397244 FILE JOINT STIPULATION TO ALLOW FILING FAC AND PROPOSED ORDER	AM Attorney Servic Coronado v Global On	1	25.00 Do Not Bill	25.00
561302	EXP 6/8/2017 WIP Bosco Inv 1445418 FILE;CLASS/REPRESENTATIVE ACTION COMPLAINT	AM Attorney Servic Coronado v Global On	1	25.00 Do Not Bill	25.00
561349	EXP 6/13/2017 WIP Marcella Interpreting Services for Juan Gustavo Del Cid	AM Other expenses Coronado v Global On	1	195.00 Do Not Bill	195.00
561958	EXP 6/30/2017 WIP Rocio Hnidey - Notary Services - Check# 0221	EBF Attorney Servic Coronado v Global On	1	15.00 Do Not Bill	15.00
561973	EXP 6/30/2017 WIP Bosco Inv #1507403 FILE: AMENDMENT TO COMPLAINT - DOE 2, DOE 2 AND DOE 3 Court: San Bernardino County Superior Court - Central District	AM Attorney Servic Coronado v Global On	1	25.00 Do Not Bill	25.00

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 5

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
561960	EXP	EBF	1	45.00	45.00
7/7/2017		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Downtown Notary Services - Check# 58799					
561961	EXP	EBF	1	100.00	100.00
7/7/2017		Court rptg/Tran			
WIP		Coronado v Global On		Do Not Bill	
Douglas Mazaacua - Interpreting Services - Check# 222					
561997	EXP	AM	1	181.75	181.75
7/12/2017		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Bosco Inv 1525056 FILE AND CONFORM. - MOTION					
-MEMO OF POINTS AND AUTHORITIES					
-DECLARATION XS					
-PROPOSED ORDER					
562328	EXP	AM	1	59.95	59.95
7/26/2017		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Bosco Inv 1528325 Serve: BARAK VERTHEIM					
SUMMONS; AMENDMENT TO COMPLAINT;					
CLASS/REPRESENTATIVE ACTION					
COMPLAINT; CIVIL CASE COVER SHEET;					
CERTIFICATE OF ASSIGNMENT; ADR					
562329	EXP	AM	1	59.95	59.95
7/26/2017		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Bosco Inv 1528261 Serve: ARIK VERTHEIM					
SUMMONS; AMENDMENT TO COMPLAINT;					
CLASS/REPRESENTATIVE ACTION					
COMPLAINT; CIVIL CASE COVER SHEET;					
CERTIFICATE OF ASSIGNMENT; ADR					
562330	EXP	AM	1	75.00	75.00
7/26/2017		Attorney Servic			
WIP		Coronado v Global On		Do Not Bill	
Bosco Inv 1528365 Serve: YARIV VERTHEIM					
SUMMONS; AMENDMENT TO COMPLAINT;					
CLASS/ REPRESENTATIVE ACTION					
COMPLAINT; CIVIL CASE COVER SHEET;					
CERTIFICATE OF ASSIGNMENT; ADR					
562581	EXP	RER	1	2.26	2.26
7/31/2017		Postage			
WIP		Coronado v Global On		Do Not Bill	
Postage for the month of July 2017					

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 6

Slip ID	Dates and Time Posting Status Description	Timekeeper Activity Client Phase/Task	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
562976	EXP 8/9/2017 WIP Bosco Inv 1583838 PLEASE E-FILE THE ATTACHED DIRECTLY IN DEPT.S33 IF THEY DON'T ALLOW YOU TO FILE IN THE DEPT., PLEASE SE IF THEY'LL LET YOU LEAVE A COURTESY/ CHAMBER COPY AND THEN FILE WITH THE CLERK -REPLY TO OPPOSITION TO MOTION FOR CLASS CERTIFICATION; DEC. OF BRIAN MANKIN; DEC OF ANGELICAJANTES; DEC OF CINDY JANTES CHECK ATTACHED	SJA Attorney Servic Coronado v Global On	1	50.00 Do Not Bill	50.00
563553	EXP 8/31/2017 WIP 148 copies @ \$.10 for Reply to Opposition	RER Copying Coronado v Global On	148	0.10 Do Not Bill	14.80
564381	EXP 9/29/2017 WIP UPS Next Day Air Saver to Kevin Erwin -Lewis Brisbois Bisgaard & Smith LLP	SJA Postage Coronado v Global On	1	21.00 Do Not Bill	21.00
564382	EXP 9/29/2017 WIP UPS Next Day Air Saver to Jeffrey Howard, Esq.	SJA Postage Coronado v Global On	1	21.00 Do Not Bill	21.00
564466	EXP 9/30/2017 WIP 88 copies @ \$.10 for Discovery to Defendant	RER Copying Coronado v Global On	88	0.10 Do Not Bill	8.80
564815	EXP 10/13/2017 WIP Marcella Castaneda Inv for 10-13-17 Attorney/Client meeting, document, translation/interpreting service for Milagros Ibarra	SJA Attorney Servic Coronado v Global On	1	195.00 Do Not Bill	195.00
565267	EXP 10/19/2017 WIP Mileage expense for appearance in San Bernardino	PJC Local travel Coronado v Global On	32.2	0.535 Do Not Bill	17.23
564862	EXP 10/25/2017 WIP Bosco Inv 1741700 FILE AND CONFORM BY	SJA Attorney Servic Coronado v Global On	1	170.50 Do Not Bill	170.50

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 7

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Phase/Task	Variance		
NOON.					
-EX PARTE APPLICATION					
-DECLARATION					
-PROPOSED ORDER					
ADVANCE FEES					
Court: San Bernardino County Superior Court - Central District					
565169	EXP	RER	12	0.10	1.20
10/31/2017		Copying			
WIP		Coronado v Global On		Do Not Bill	
12 copies @ \$0.10 for Notice of Ruling					
565344	EXP	SJA	3	0.46	1.38
10/31/2017		Postage			
WIP		Coronado v Global On		Do Not Bill	
Postage for the month of October 2017					
566238	EXP	SJA	3	0.88	2.64
11/30/2017		Postage			
WIP		Coronado v Global On		Do Not Bill	
Postage for the month of November 2017					
566818	EXP	PJC	32.2	0.535	17.23
12/15/2017		Local travel			
WIP		Coronado v Global On		Do Not Bill	
Mileage expense for hearing in SB					
566968	EXP	RER	8	0.10	0.80
12/31/2017		Copying			
WIP		Coronado v Global On		Do Not Bill	
8 copies @ \$0.10 for Meet & Confer letter to Defendant					
566994	EXP	SJA	2	0.46	0.92
12/31/2017		Postage			
WIP		Coronado v Global On		Do Not Bill	
Postage for the month of December 2017					
568556	EXP	SJA	1	4195.00	4195.00
3/22/2018		Mediation Fees			
WIP		Coronado v Global On		Do Not Bill	
ADR Services Inv 18-1599-MDM-01 Mediation with Hon. Michael D. Marcus June 7, 2018					
570110	EXP	EBF	1	10.00	10.00
6/7/2018		Other expenses			
WIP		Coronado v Global On		Do Not Bill	
16GB Flash Drive for mediation docs.					

10/24/2018
2:29 PM

Fernandez & Lauby LLP
Slip Listing

Page 8

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Phase/Task	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
570746 EXP 6/7/2018 WIP Mileage expense to and from mediation in Irvine	PJC Local travel Coronado v Global On	73.8	0.545 Do Not Bill	40.22
570747 EXP 6/7/2018 WIP Parking expense for mediation in Irvine	PJC Local travel Coronado v Global On	1	15.00 Do Not Bill	15.00
570748 EXP 6/7/2018 WIP Tollroad expense for mediation in Irvine	PJC Local travel Coronado v Global On	1	22.59 Do Not Bill	22.59
570851 EXP 6/30/2018 WIP 658 copies @ \$0.10 for Mediation binder	RER Copying Coronado v Global On	658	0.10 Do Not Bill	65.80
571978 EXP 8/29/2018 WIP 8/1/16-8/1/18 LexisNexis research charges	SJA Online researc Coronado v Global On	1	217.01 Do Not Bill	217.01
572626 EXP 9/30/2018 WIP Postage for the month of September 2018	RER Postage Coronado v Global On	1	0.47 Do Not Bill	0.47
573078 EXP 10/11/2018 WIP Bosco Inv 2712554 PLEASE FILE NOTICE OF MOTION Court: San Bernardino County Superior Court - Central District	SJA Attorney Servic Coronado v Global On	1	169.00 Do Not Bill	169.00
Grand Total	Billable Unbillable Total	0.00 0.00 0.00	0.00 8134.21 8134.21	0.00 8134.21 8134.21

EXHIBIT "D"



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	500
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	500
Subtotal Admin Only	\$6,444.15

Value Pricing Total \$4,000.00

For 500 Class Members

October 5, 2018

Case: Coronado v. Global 1, PAGA Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin
Firm: Fernandez & Lauby, LLP
Contact Number: (951) 320-1444
Email: bjm@fernandezlauby.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **500** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.50	11	\$27.50
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$577.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.09	500	\$45.00
Notice and Check Packet	\$1.05	500	\$525.00
Estimated Postage (up to 1 oz.)*	\$0.49	500	\$245.00
Total			\$915.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$0.75	163	\$122.25
Remail Notice Packets	\$0.95	160	\$152.00
Estimated Postage	\$0.49	160	\$78.40
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$567.65

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	1	\$150.00
Dispute Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	6	\$330.00
Case Manager	\$85.00	4	\$340.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$135.00	2	\$270.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Total			\$1,175.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Undeliverable Checks (Postage Included)	\$1.50	176		\$264.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	3		\$255.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	2		\$170.00
Final Reporting & Declarations	\$115.00	4		\$460.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$400.00	1		\$400.00
Total				\$2,289.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$6,444.15



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT "E"

EXHIBIT "F"

Settlement Administrator
(Address)
(Phone)

DATE OF MAILING, 2018

[Aggrieved Employee]
[Address]
[Address]

Re: Coronado v. Global One Logistics, Inc.
San Bernardino County Superior Court Case No. CIVDS1606686

Notice of PAGA Settlement and Payment

Dear [Aggrieved Employee]:

According to Global One Logistics, Inc.'s, ("Global One") records, you worked for Global One as a non-exempt (hourly) employee at some point during the time period of April 29, 2015, and June 25, 2018 (the "Operative Time Period"). Three former employees filed a lawsuit against Global One, alleging that Global One: (1) Failed to Pay Overtime Wages; (2) Failed to Provide Rest Breaks; (3) Failed to Timely Pay Wages; (4) Failed to Provide Accurate Itemized Wage Statements; and (5) PAGA Penalties. This lawsuit, filed in the San Bernardino Superior Court, Case No. CIVDS1606686, shall hereinafter be referred to as the "Complaint." Plaintiffs' Complaint sought wages, civil penalties and other from Global One.

Global One disputes that it violated any provisions of the California Labor Code and contends that its pay practices and wage statements complied with all requirements of California law.

The case did not proceed as a class action (Court declined to certify the claims brought as a class action and/or such were dismissed without prejudice on December 4, 2018). However, without admitting any wrongdoing and simply to bring this matter to closure, Global One agreed to settle the claims on behalf of the State of California and hourly employees who worked during the Operative Time Period.

The Court approved the PAGA Settlement. Under California law, any settlement of a PAGA case results in 75 percent of the awarded PAGA penalty being paid to the State of California and 25 percent of the penalty being paid to the employees who worked during the applicable period. You are receiving a check for your share of the PAGA Settlement. You have 180 days to cash the settlement checks.

In exchange for this payment, the PAGA Settlement releases claims for civil penalties alleged in the complaint under PAGA (Labor Code §§ 2699) for the period of April 29, 2015, and June 25, 2018. The settlement does not release any individual claims belonging to any employee, if any exist.