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

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

AARON VAZQUEZ, RAHMAN
PINCKNEY, VISAVANH
SOKANTHONG, and MICHELLE
MAESTAS, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

WAY.COM, INC., a Delaware
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2216363

*[Assigned to Hon. Kevin Lee, Dept S26, for all
purposes]*

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

Hearing

Date: September 28, 2026

Time: 8:30 a.m.

Dept.: S26

1 I, Peter J. Carlson, state and declare:

2 1. I am an attorney duly licensed to practice law in the State of California and am a
3 senior associate at Lauby, Mankin & Lauby LLP, attorneys of record for Plaintiffs. I am fully
4 familiar with the facts of this case and submit this declaration in support of Plaintiffs' Motion for
5 Preliminary Approval. The matters set forth herein are based upon my personal knowledge and,
6 if called upon as a witness, I could and would give competent testimony with respect to the
7 matters contained herein.

8 **QUALIFICATION OF COUNSEL**

9 2. I graduated from the University of Oregon School of Law in May 2013 and have
10 been a member, in good standing, of the State Bar of California since January 2014. I am
11 licensed to practice before all courts of the State of California and am admitted to practice in the
12 United States District Court for the Central District of California and have litigated cases in
13 various courts and counties throughout California, including successful briefing and argument in
14 the Court of Appeal.

15 3. I began working at Fernandez & Lauby LLP (the predecessor of Lauby, Mankin
16 & Lauby LLP) in March 2016 and, since that time, my practice has consisted solely of
17 representing employees. The vast majority of my cases have been litigated as class actions,
18 representative PAGA actions, or a combination of the two.

19 4. I have been the handling attorney on over 215 class action and/or representative
20 PAGA actions. And, on these cases, myself and/or my firm have been appointed Class Counsel
21 on over half of these cases and have helped negotiate settlements totaling over \$148,000,000 for
22 my clients, the employees, and the State of California.

23 5. I was the handling attorney for the second largest PAGA-only settlement in
24 California's history – a \$12.5 million-dollar court approved settlement, which followed extensive
25 litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50
26 company (*Garcia v. Macy's*, San Bernardino Superior Court Case No. CIVDS1516007).

27 6. I have tried two major class and PAGA cases against Fortune 100 companies,
28 both of which were appealed. In 2018, I was the handling attorney on a PAGA-only case in

1 Orange County where my firm succeeded on a motion for summary adjudication and litigated
2 through trial to obtain a \$425,000 judgment for over 1,600 aggrieved employees. Also, in 2019,
3 I was the handling attorney for my firm on a class action against Walmart, where we obtained
4 class certification on behalf of over 5,000 employees. After extensive litigation, the matter went
5 to trial, and the jury returned a verdict of approximately \$6.1 million on the meal period claims.

6 7. Additionally, I have handled approximately 6 cases for which we received class
7 certification orders following contested certification motions concerning similar claims.

8 8. In 2022, 2023, and 2024, I was also selected as a Super Lawyers Rising Star.

9 9. My partner, Brian Mankin, has been in practice for nearly 25 years, with most of
10 those years handling complex litigation and, for over the last 19 years, his practice has almost
11 entirely consisted of handling class action wage and hour matters. Additionally, he was named
12 by the LA Times as one “Southern California Leading Lawyers” in the May 2023 issue of
13 Consumer Attorney’s of Southern California (a recognition given to 17 employment/labor law
14 attorneys in 2023). And, over the last 6 consecutive years, he was selected by peers as a “Super
15 Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

16 **ADEQUACY OF THE SETTLEMENT**

17 10. The Class, as conditionally certified by this Court, consists of all current and
18 former nonexempt employees and Insurance Agents employed by Defendant in California during
19 the Class Period (July 27, 2018, through October 31, 2025).

20 11. As set forth in the Declaration of the Administrator, the Gross Settlement Amount
21 and Net Settlement Amount (after all deductions) is set forth in the chart below:

<i>Settlement Amount</i>	\$ 350,000.00
Attorneys’ Fees (1/3)	\$ 116,666.66
Litigation Costs (not to exceed)	\$ 25,439.18
Administrator Costs	\$ 9,000.00
PAGA Penalties	\$ 20,000.00
Class Representatives Service Awards	\$ 35,000.00
<i>Net Settlement Amount</i>	\$ 143,894.16

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

1 13. The response from the Class Members was overwhelmingly positive, as no Class
2 Member objected or opted out of the settlement.

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

6 15. Sufficient information existed to allow Class Counsel to intelligently value this
7 case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage
8 and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact
9 that 100% of the Class has elected to participate and no objections were submitted, the
10 presumption of fairness is justified.

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

27 ///

28 ///

1 **ADEQUACY OF COUNSEL AND REASONABLENESS OF REQUESTED FEES AND COSTS**

2 17. As set forth above, I have handled over 215 class and representative actions, have
3 been appointed as class counsel and have successfully resolved over half of those cases, and
4 many others remain pending and will successfully resolve in the future while recovering
5 hundreds of millions of dollars for my clients and Class Members. This is substantially better
6 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
7 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
8 found that only one-third of class actions are successful, compared to two-thirds that are defeated
9 and result in no payment to the class members.¹

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

14 19. There are several factors and reasons why I believe the Court should award the
15 requested amount of attorneys' fees.

16 20. First, Class Counsel's efforts resulted in a common fund settlement amount of
17 \$350,000, with an average *net* payment of \$965.72. This is an excellent result in light of the
18 disputed nature of the claims alleged. This result was achieved by the work and success of my
19 office, who negotiated the settlement after extensive litigation, discovery, preparation,
20 investigation, mediation, and substantial work thereafter.

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

27
28

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

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

4 23. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a
5 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
6 substantial amount of time, money, and resources, and have done so since the inception of this
7 case without payment or compensation. If Plaintiffs had lost this case, we would have recovered
8 nothing and would have lost our out-of-pocket costs. This is not an easy burden for my office,
9 which is a small firm. If, despite these hardships and risks, the best my office could hope for is
10 merely to be paid our hourly rate, then Class Counsel would not be compensated for the
11 hardships and serious risks we faced litigating this contingency case, and would not be
12 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
13 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
14 often due to no fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-
15 preemption, being top filed, etc.).

16 24. To illustrate the high-risk nature of contingent representation in class actions, I
17 can directly attest to handling many cases that resulted in: (a) zero recovery, and a major loss, (b)
18 a negative multiplier, and (c) individual settlements in lieu of a class recovery.

19 25. For instance, my firm received zero recovery – and posted substantial loss of hard
20 costs and attorney hours – in many cases, including the following examples:

21 A. In 2025 alone, there were several Class/PAGA actions in which
22 ***Defendants filed for bankruptcy, resulting in a potential loss of all fees and costs.*** These
23 bankruptcies resulted in an anticipated attorneys' fees loss of approximately \$1.3 million due to
24 the loss of nearly \$4 million in Class/PAGA settlements (*Williamson v. Kal Freight, Inc., et. al*,
25 Riverside Superior Court Case No. CVRI2204960; *Grammatico v. Kal Freight, Inc.*, San
26 Bernardino Superior Court Case No. CIVSB2214750; *Lyons v. Modivcare*, San Bernardino
27 Superior Court Case No. CIVSB2312049; *Turner v. Sharon Care*, Los Angeles Superior Court
28 Case No. 24STCV02146).

1 B. In a complex Class/PAGA action that was litigated for **7 years**, and after
2 receiving class certification, my firm eventually reached a settlement with Defendants that
3 factored in Defendants' financial constraints. This settlement resulted in a **negative 7.75**
4 **multiplier**. After the Court granted Final Approval, ***Defendants have defaulted and failed to***
5 ***fund any payments to the Settlement Administrator; as a result, we began the collections***
6 ***process, but have not yet recovered any funds.*** (*Carr v. H&IC Bros. Corp.*, San Bernardino
7 Superior Court Case No. CIVDS1711425).

8 C. In another heavily litigated Class/PAGA action, my firm obtained class
9 certification, prevailed on summary adjudication as to liability, then fully prepared for trial (on
10 damages only). Yet, one day before the start of trial, ***Defendant filed for bankruptcy, resulting***
11 ***in complete loss of attorneys' fees and all costs advanced*** (*Garza v. Quality Conversation*, San
12 Bernardino Superior Court Case No. CIVDS1506788).

13 D. My firm has also had numerous Class/PAGA cases result in a complete
14 loss of all fees and cost because of early bankruptcy filings. (*Gomez v. Ultimate Logistics*,
15 Riverside Superior Court Case No. RIC1723054, and *Bonilla v. Home Energy*, San Bernardino
16 Superior Court Case No. CIVSB2215927).

17 26. Additionally, even when my firm achieved a settlement (which appears on its face
18 as a "favorable" outcome), there are countless times when the fees requested by my firm still
19 result in a ***large negative attorney fee multiplier***, including the following examples:

20 A. ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino
21 Superior Court Case No. CIVDCX10100451, my firm litigated for over 4.5 years, and obtained
22 class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a
23 negative 4.26 multiplier due to financial condition;

24 B. ***Negative 4.24 multiplier:*** In *Sacks v. Natural Energy*, San Bernardino
25 Superior Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative
26 4.24 multiplier for my firm due to financial condition.

27 27. There are also many situations when my firm is forced to convert matters into
28 small individual settlements (and therein lose substantial attorneys' fees) for a variety of reasons,

1 including the financial constraints of a defendant, or because a company may engage in a “Pick-
2 up Stix Campaign” to settle directly with the class members, or because a defendant engages in a
3 reverse auction and settles a class/PAGA case with another firm that will take less, thereby
4 cutting off Class Counsel’s recovery. There are indeed numerous examples of this occurring that
5 result in an individual settlement, thereby causing my firm to bear the burden of a loss in
6 attorneys’ fees.

7 28. To offset these risks and unfavorable results, Courts historically award a
8 multiplier on Class Counsel’s lodestar, as discussed further below. Because if the *best* my firm
9 could hope for is merely to be paid its customary hourly rate multiplied by the number of hours
10 worked on a case, then my firm would not be compensated for the hardships and serious risks
11 they faced litigating contingency cases and incurring losses on the unfavorable results, and
12 would not be incentivized to take on similar cases in the future. Indeed, the availability of a
13 “lodestar multiplier” allows my firm to be an advocate for employees and take on risky cases
14 where we may have to shoulder the risks of large losses in other cases, so that the class members
15 do not have to forego their right to the justice system. However, here, the “multiplier” analysis is
16 not necessary here since Class Counsel’s lodestar far surpasses the fees requested (resulting in a
17 negative multiplier).

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

23 30. For these reasons, a common fund fee award in the amount of \$116,666.66 from
24 the common fund created by Plaintiffs and Class Counsel is fair and reasonable, especially where
25 the requested amount results in *negative* multiplier.

26 31. At my office, this case was primarily handled by myself (as senior associate),
27 with Brian Mankin as the supervising attorney/partner on this case. And my hours and lodestar,
28 standing alone (without considering Mr. Mankin’s time), far surpass the fee request.

1 32. As I attested to previously, I spent 195.7 hours working on this action through the
2 preliminary approval motion. Then, after preliminary approval, I have spent an additional 23.7
3 hours working to finalize the settlement, including hours spent: getting Defendant to produce the
4 class data (which was delayed), working with the administrator on the mailing and notice
5 processes, and drafting this motion for final approval and all moving papers. Thus, in total, I
6 have spent 219.4 hours working on this action for a total lodestar of \$164,550 (219.4 multiplied
7 by my billing rate of \$750 per hour) – and, again, this is *without* Mr. Mankin’s hours.

8 33. My billing rate of \$750 per hour is reasonable, as it is usual and customary for
9 class action and/or PAGA practitioners with my level of expertise and experience.

10 34. This rate is consistent with Plaintiff and Defense attorneys who handle complex
11 class action litigation, if not somewhat lower. For example, my requested rate is reasonable,
12 consistent, and less than the rate found in the Laffey Matrix (www.laffeymatrix.com), which
13 indicates that the benchmark rate for an attorney that graduated law school in 2013 (the “11-19
14 Years Out of Law School” category) is \$878 per hour.

15 35. The reasonableness of my rate is also reinforced by facts showing that local
16 attorneys in Los Angeles engaged in complex litigation bill at rates far higher than me – and far
17 higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of
18 Water and Power is paying outside counsel at minimum rates of \$1,180 per hour for associates
19 with 7 years of experience or more, and LADWP even pays first year associates \$745 per hour.
20 See [https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits)
21 [against-palisades-fire-lawsuits](https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits) (last visited June 5, 2025). Considering these facts, my rate is
22 reasonable as an 11-year attorney, since my rate (\$750) is far less than the \$1,180 LADWP pays
23 to 7-year associates – and only \$5 more than what LADWP pays to first-year associates.

24 36. Additionally, the 2023 Wolters Kluwer Real Rate Report (the “Real Rate Report”)
25 confirms the reasonableness of my requested rate because it notes that for the Los Angeles area,
26 which is a logical and reasonable comparison to this geographical marketplace given the overlap
27 of counsel: (a) for associates generally, the upper quartile rate is \$880 per hour, and (b) for
28 associates with seven or more years of experience, the upper quartile rate is \$888 per hour.

1 Being that I have been in practice for over 11 years and helped collect more than \$148,000,000
2 on class/PAGA cases, I firmly believe that the Real Rate Report's metrics (and the "upper
3 quartile" rate) are an accurate standard to measure the reasonableness of my requested rate.

4 37. I believe that the Real Rate Report is perhaps the best method to analyze my
5 requested rate because it is based on an enormous and statistically significant compilation of data
6 which is compiled to provide the hourly rates *actually* billed by partners and associates in
7 metropolitan areas (such as Los Angeles). Thus, unlike other analyses or methods to review the
8 reasonableness of hourly rates, the Real Rate Report is not based on self-reported numbers,
9 surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on
10 the actual hours and fees that law firms billed to clients. For this reason, the Real Rate Report is
11 "a much better reflection of true market rates than self-reported rates in all practice areas."
12 *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21;
13 *see also PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1085 (holding that rates should
14 be premised upon precisely this form of independent, "objective" rate data that reflects "fair
15 market" rates actually billed to clients "in the community for similar work").

16 38. Thus, my firm's lodestar (without considering Mr. Mankin's time) amounts to
17 \$164,550 and a ***negative*** multiplier since the total fee requested is only \$116,666.66. Thus, the
18 requested fee is warranted and appropriate because of the results achieved for the Class
19 Members, both in terms of the immediate cash settlement, as well as the fact that the Class
20 Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

21 39. In the course of prosecuting this action, my office has incurred expenses
22 necessary to the effective representation of the Class. These expenses included but were not
23 limited to: court filings, copying and management of documents, messenger services, postage,
24 fax transmission expenses, transportation, mediation fees, expert fees, and other incidental
25 expenses directly related to this action. My firm's expenses through the final approval hearing
26 are estimated to be \$25,439.18, which includes filing this motion, process/server costs, and
27 service expenses (see the itemized statement of these costs attached hereto as Exhibit B). Since
28 the Settlement Agreement provided for capped costs up to \$30,000, the savings will be placed in

1 the Net Settlement Amount and distributed to the Participating Class Members. Defendant does
2 not oppose this request for costs.

3 **REASONABLENESS OF REQUESTED SERVICE AWARDS**

4 40. I also believe that the requested service awards for Plaintiffs are fair and
5 warranted for the reasons outlined in their declarations and in the motion. They came forward
6 and worked directly with my office in analyzing the claims and documents, providing valuable
7 information. (See their declarations for supporting information.) Indeed, their participation was
8 an essential element of Defendant's desire to mediate and of the pre- and post-mediation analysis
9 that allowed Class Counsel to settle the case. In addition, they also took on various risks,
10 including the risk that they could have been ordered to pay Defendant's costs if they lost and the
11 risk of retaliation and being black-balled in the industry. They also provided a full release of all
12 claims. Defendant does not oppose the requested service award.

13 **SUBMISSION TO THE LWDA**

14 41. The Motion and declarations, including the Settlement Agreement, have
15 concurrently been submitted to the LWDA. (See Exhibit C).

16 **EXHIBITS AND CONCLUSION**

17 42. A true and correct copy of the Settlement Agreement is attached as Exhibit A.

18 43. A true and correct copy of the itemized statement of my firm's litigation costs is
19 attached as Exhibit B.

20 44. The LWDA's confirmation of receipt of this Motion and Declaration is attached
21 hereto as Exhibit C.

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

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on September 3, 2026, at Riverside, California.

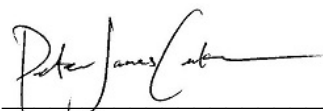
27
28 By: 
Peter J. Carlson, Esq.

EXHIBIT “A”

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

AARON VAZQUEZ, RAHMAN
PINCKNEY, VISAVANH SOKANTHONG,
and MICHELLE MAESTAS, individually, on
a representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

WAY.COM, INC., a Delaware Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2216363
*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

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

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiffs Aaron Vazquez, Rahman Pinckney, Visavanh Sokanthong, and
3 Michelle Maestas, individually and on behalf of all others similarly situated, and on behalf of the
4 State of California, and Defendant Way.com, Inc., and is approved by their respective counsel of
5 record, subject to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Vazquez, et al. v.*
8 *Way.com, Inc.* San Bernardino County Superior Court, Case No. CIVSB2216363.

9 2. "Aggrieved Employee(s)" means all current and former nonexempt employees
10 and Insurance Agents employed by Defendant in California during the PAGA Period.

11 3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
12 Action and PAGA Settlement Agreement and Release of Claims.

13 4. "Class" is defined all current and former nonexempt employees and Insurance
14 Agents employed by Defendant in California at any time during the Class Period.

15 5. "Class Member(s)" refers to individual members of the Class.

16 6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
17 Lauby LLP.

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

22 8. "Class Period" is deemed to be any time during the period of July 27, 2018,
23 through October 31, 2025.

24 9. "Class Representatives" or "Plaintiffs" means and refers to Plaintiffs Aaron
25 Vazquez, Rahman Pinckney, Visavanh Sokanthong, and Michelle Maestas.

26 10. "Complaint" refers to the operative third amended complaint, which pleads class
27 action and PAGA representative claims.

28 11. "Court" (or "Judge") means the California Superior Court, County of San

1 Bernardino.

2 12. “Defendant” means and refers to Defendant Way.com, Inc.

3 13. “Defendant’s Counsel” or “Defense Counsel” means and refers to Gibbs Giden
4 Locher Turner Senet & Wittbrodt LLP.

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

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

16 16. “Individual Class Payment” refers to each Participating Class Members share of
17 the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

18 17. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
19 PAGA Penalties, as further discussed in Paragraph 47(c) below.

20 18. “Insurance Agent” means all employees employed by Defendant in California as
21 insurance agents, regardless of classification as exempt or nonexempt employees, and this
22 specifically includes individuals with “insurance agent” and “Sr. Insurance Agent” as their title.

23 19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b)
24 below.

25 20. “Notice” means the notice of proposed class settlement that will be sent to the
26 Class Members, and which will advise each Class Member of the settlement and his or her
27 estimated Individual Class Payment and Individual PAGA Payment, total Weeks Worked, and
28 will further advise of the setting of a Final Approval Hearing.

1 21. “Objecting Class Member” means a Class Member, other than Plaintiffs, who
2 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 64(c)
3 below.

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

8 23. “PAGA Period” is deemed to be any time during the period of July 27, 2021,
9 through October 31, 2025.

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

13 25. “Parties” or “Settling Parties” mean Plaintiffs and Defendant, collectively.

14 26. “Preliminary Approval Date” means the date the Court approves the Settlement
15 Agreement and enters the Preliminary Approval Order.

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

24 28. “QSF” means the Qualified Settlement Fund set up by the Settlement
25 Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and
26 from which the settlement payments shall be made.

27 29. “Released Class Claims” or “Class Claims” by the Participating Class Members
28 upon Final Approval of the Settlement will means the claims stated in the Complaint and those

1 based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2)
2 failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest
3 breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure
4 to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9)
5 unfair and unlawful competition. The time period governing the Released Class Claims shall be
6 the Class Period.

7 30. “Released PAGA Claims” means any and all PAGA claims that Plaintiffs alleged
8 against the Released Parties based on the facts stated in the relevant LWDA notice letter and
9 only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil
10 penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages,
11 (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse
12 business expenses, (6) failure to pay vested vacation, (7) failure to timely pay wages each period,
13 (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage statements, and
14 (10) all other claims for civil penalties recoverable under the Private Attorneys General Act,
15 Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and
16 Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period.
17 The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or
18 statutory penalties

19 31. “Released Parties” means Defendant, together with its former and present
20 officers, directors, employees, agents, shareholders, owners, insurers, predecessors, successors,
21 assigns, subsidiaries and affiliates.

22 32. “Release” shall mean the release and discharge of the Released Class Claims by
23 Plaintiffs and all Participating Class Members and their assignees.

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

26 34. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 64(a)
27 below.

28 35. “Settlement Amount” is \$350,000, exclusive of Defendant’s obligation to

1 separately fund its share of payroll taxes, as further discussed in Paragraph 47(c) below.

2 36. “Service Payments” or “Service Awards” means the amount approved by the
3 Court to be paid to the Class Representatives in addition to their Individual Class Payments as
4 Participating Class Members and Individual PAGA Payments as Aggrieved Employees.

5 37. “Settlement Administrator” or “Administrator” means and refers to Phoenix
6 Settlement Administrators, the third-party class action settlement administrator agreed to by the
7 Parties, that will provide the Notice to the Class Members and distribute the settlement amounts
8 as described in this Agreement.

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

18 39. “Work Weeks” or “Weeks Worked” in the context of a Class Members means any
19 and all work weeks during the Class Period during which the Class Member worked at least one
20 day for Defendant in California. Likewise, in the context of Aggrieved Employees, it means any
21 and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at
22 least one day for Defendant in California.

23 **B. General Terms**

24 40. On July 27, 2022, Plaintiff Vazquez filed the instant class action, alleging that
25 Defendant violated various sections of the Labor Code. Plaintiff Vazquez also gave written
26 notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by
27 certified mail to Defendant of the specific provisions of the Labor Code alleged to have been
28 violated, including the facts and theories to support the alleged violations. Plaintiff then: (A)

1 filed his first amended complaint adding causes of action under PAGA, (B) filed his second
2 amended complaint adding Rahman Pinckney and Visavanh Sokanthong as Plaintiffs and Class
3 Representatives, and (C) filed the operative third amended complaint to add Michelle Maestas as
4 a Plaintiff and Class Representative.

5 41. Defendant denies Plaintiffs' claims and allegations and contends that the Action is
6 not suitable for class certification.

7 42. The Class Representatives believes they can proceed with the representative and
8 class claims, that the Action is meritorious, and that class certification is appropriate.

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

20 44. On September 26, 2023, the Parties participated in a full-day mediation with Lynn
21 Frank, a well-respected wage-and-hour mediator. Although the Action did not settle at
22 mediation, the Parties continued their negotiations and ultimately, after further litigation and
23 discovery, reached the Settlement discussed herein.

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

28 46. Stipulation for Class Certification. For settlement purposes only, Defendant will

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

12 **C. Terms of Settlement**

13 47. The financial terms of the Settlement are as follows:

14 (a) Settlement Amount: The Parties agree to settle this Action for the
15 Settlement Amount, which is the maximum amount that will be paid by Defendant except for the
16 employer's share of payroll taxes. The Settlement Amount includes payments to the
17 Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA),
18 Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, and
19 Settlement Administration Costs. Defendant shall separately pay the employer's share of its
20 payroll tax obligations, which shall be reported through the Settlement Administrator.

21 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
22 Settlement Amount, less the Attorneys' Fees and Costs Award, the Service Payments to the
23 Class Representatives as awarded by the Court, the Settlement Administration Costs, and PAGA
24 Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Awards, or
25 Settlement Administrator Costs, or either increases or decreases the amount allocated to the
26 PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to
27 the Participating Class Members.

28 (c) Individual Class Payments for the Class will be calculated and apportioned

1 from the Net Settlement Amount based on the number of Weeks Worked by a Class Member
2 during the Class Period. Thus, each specific Individual Class Payment will be calculated by: (a)
3 dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating
4 Class Members during the Class Period, and (b) multiplying the result by each Participating
5 Class Members' Weeks Worked. The amount actually distributed to Participating Class
6 Members shall equal one hundred percent (100%) of the Net Settlement Amount.

7 (d) Allocation of Individual Class Payments: The Individual Class Payments
8 to Participating Class Members will be allocated as follows: one-third (1/3) will be allocated as
9 wages subject to withholding of all applicable local, state and federal taxes; and two-thirds (2/3)
10 will be allocated for interest and statutory penalties (pursuant to, e.g., California Labor Code
11 sections 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will
12 issue to each Participating Class Member an Internal Revenue Service Form W-2 and
13 comparable state forms with respect to the wage allocation and a Form 1099 with respect to the
14 penalties and interest allocations.

15 (e) Service Payment to Class Representative: The amount, if any, awarded to
16 the Class Representatives as Service Payments will be set by the Court in its discretion, not to
17 exceed \$10,000 for Plaintiff Vazquez, \$10,000 for Plaintiff Pinckney, \$10,000 for Plaintiff
18 Sokanthong, and \$5,000 for Plaintiff Maestas, in exchange for the services Plaintiffs performed
19 on behalf of the Class. Defendant agrees not to oppose these requests. The Service Payments to
20 Plaintiffs will be paid out of the Settlement Amount. The Class Representatives will be issued an
21 IRS Form 1099 for this payment. Plaintiffs shall be solely and legally responsible to pay any and
22 all applicable taxes on this payment. The Parties agree that any amount awarded as the Service
23 Payments to Plaintiffs less than the requested amount shall not be a basis for Class Counsel to
24 void this Settlement Agreement. Should the Court approve a lesser amount for the Service
25 Payments, the difference shall be added to the Net Settlement Amount for distribution to
26 Participating Class Members.

27 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
28 request by Class Counsel to the Court for an award of attorneys' fees of one-third (1/3) of the

1 Settlement Amount, plus reasonable litigation costs not to exceed \$30,000 (“Attorney’s Fees and
2 Cost Award”). Defendant agrees not to oppose any contention by Class Counsel that attorneys’
3 fees should be based on the catalyst and/or common fund theory. The Attorney’s Fee and Cost
4 Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall
5 have no further obligation to pay any attorneys’ fees, costs or expenses to Class Counsel. Should
6 the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be
7 added to the Net Settlement Amount to be distributed to the Participating Class Members. Any
8 Court order awarding less than the amount sought by Class Counsel shall not be grounds to
9 rescind the Settlement Agreement or otherwise void the Settlement. The Settlement
10 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys’
11 fees and costs awarded by the Court.

12 (g) Settlement Administration Costs: The fees and other charges of the
13 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$9,000, unless
14 otherwise approved by all Parties and the Court.

15 (h) PAGA Penalties: The Parties agree that \$20,000 is allocated to PAGA
16 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
17 amount, \$15,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
18 Private Attorney General Act of 2004 (“PAGA”) and \$5,000 (25%) will form the Individual
19 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
20 on a Work Week basis, treated entirely as civil penalties, and which shall be reported as required
21 on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

22 (i) Tax Liability: Class Counsel and Defendant make no representations as to
23 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the
24 Class Members are not relying on any statement or representation by Class Counsel, Defendant,
25 or Defendant’s Counsel in this regard. Plaintiffs, Participating Class Members, and Aggrieved
26 Employees understand and agree that they will be solely responsible for the payment of any
27 taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA
28 Payments, described herein. Forms 1099 will be distributed in the manner required by the

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

7 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
8 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
9 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
10 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
11 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
12 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
13 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
14 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
15 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
16 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
17 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
18 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
19 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
20 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
21 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
22 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
23 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
24 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
25 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
26 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
27 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
28 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF

1 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
2 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

3 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
4 Under no circumstances will any portion of the Settlement Amount revert to Defendant.
5 Participating Class Members and Aggrieved Employees will not have to make a claim to receive
6 an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
7 Individual Class Payment or Individual PAGA Payments will be made directly to each
8 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be
9 responsible for accurately and timely reporting and remittance obligations with respect to
10 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not
11 cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set
12 forth herein.

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

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

16 48. Upon the Effective Date and Defendant’s full funding of the Settlement Amount
17 and separate amount of payroll taxes, and except as to such rights or claims as may be created by
18 this Agreement, Plaintiffs and the Participating Class Members will forever completely release
19 and discharge the Released Parties from the Released Class Claims for the Class Period.

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

22 50. Class Representatives, on behalf of themselves and the Class, acknowledge and
23 agree that the claims for unpaid wages and untimely payment of wages in the Action are
24 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
25 them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that
26 California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code §
27 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any
28 release of any claim or right on account of wages due, or to become due, or made as an advance

on wages to be earned, unless payment of those wages has been made.”

E. Release of PAGA Claims

51. Upon the Effective Date and Defendant’s full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiffs – in their individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

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

F. Interim Stay of Proceedings

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

G. Notice Process

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

56. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiffs and Defendant notify the Court

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

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

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

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

or fifteen (15) days after the remailing of the Notice.

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

61. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Weeks Worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks, and estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object, or opt out, unless extended by the Court.

62. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

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

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

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

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

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

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

26 (c) Objections to Settlement. Any Class Member, other than Plaintiffs, who
27 does not submit a valid and timely Request for Exclusion may object to the terms of this
28 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her

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

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

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

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

Counsel or Defense Counsel.

64. Funding of the Settlement Amount. Defendant shall deposit the Settlement Amount, plus Defendant's share of payroll taxes, pursuant to the following payment plan:

Date	Amount
January 10, 2026	\$20,000.00
July 10, 2026	\$18,333.33
August 10, 2026	\$18,333.33
September 10, 2026	\$18,333.33
October 10, 2026	\$18,333.33
November 10, 2026	\$18,333.33
December 10, 2026	\$18,333.33
January 10, 2027	\$18,333.33
February 10, 2027	\$18,333.33
March 10, 2027	\$18,333.33
April 10, 2027	\$18,333.33
May 10, 2027	\$18,333.33
June 10, 2027	\$18,333.33
July 10, 2027	\$18,333.33
August 10, 2027	\$18,333.33
September 10, 2027	\$18,333.33
October 10, 2027	\$18,333.33
November 10, 2027	\$18,333.33
December 1, 2027	\$18,333.39, plus Defendant's share of payroll taxes owed, as calculated by the third-party administrator.

Defendant is obligated to make all payments noted above on or before the stated deadline. Additionally, the Parties agree that these deadlines are binding regardless of status of Court approval; any payments funded prior to the Effective Date shall be held in trust by the third-party administrator.

65. Distribution of Funds. By the later of December 16, 2026, or 5 days after the Effective Date, the Settlement Administrator shall make the "First Distribution" by mailing pro-rata amounts of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs. Then, by the earlier of December 16,

2027, or 10 days after full funding of the Settlement Amount, plus Defendant's share of payroll taxes owed, the Settlement Administrator shall make the "Second Distribution" by mailing the remaining balances owed of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs.

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

a. If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued. If a Participating Class Member's check for the First Distribution is not cashed within the periods noted above, then the Settlement Administrator shall re-issue the check for the First Distribution when issuing the Participating Class Member's check for the Second Distribution. For any checks remaining uncashed after the 180-day period after issuance of checks for the Second Distribution, the

1 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
2 Office in the name of the Class Member.

3 b. If any Aggrieved Employee's check is not cashed within the time periods
4 noted above, the check will be void and a stop-payment will be issued. If an Aggrieved
5 Employee's check for the First Distribution is not cashed within the periods noted above, then
6 the Settlement Administrator shall re-issue the check for the First Distribution when issuing the
7 Participating Class Member's check for the Second Distribution. For any checks remaining
8 uncashed after the 180-day period after issuance of checks for the Second Distribution, the
9 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
10 Office in the name of the Aggrieved Employee.

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

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

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

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

19 (c) Directing the mailing of the Notice by first class mail to the Class
20 Members;

21 (d) Preliminarily approving this Settlement;

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

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

24 **I. Duties of the Parties Following Court's Final Approval**

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

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

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

(c) Entering judgment approving Settlement.

J. Voiding the Agreement

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

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

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

K. Other Terms

72. 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.

73. Acceleration Clause. If Defendant fails to make any required payments within five (5) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendant will then have ten (10) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendant fails to timely cure the late payment, all remaining balances shall become due and payable immediately.

74. Anti-Clawback Provision: If, for any reason, the Settlement Amount is not distributed in full or if the Plaintiffs, the Class Members, LWDA and Aggrieved Employees, and/or Class Counsel are not allowed to receive and retain the full amount of consideration under this Agreement (e.g., if any amounts are subject to a clawback in a bankruptcy proceeding), then

1 the Parties agree that Plaintiffs shall have the option to deem the Agreement shall become null
2 and void, at which time any release(s) provided by the Agreement shall become null and void,
3 Plaintiffs' Action shall be reinstated in full, and Plaintiffs may seek the full value of the claims
4 (as opposed to the compromised amount in this Agreement), as if this Agreement was never
5 entered into.

6 75. Nondischargability: In the event that Defendant files bankruptcy and any amounts
7 of this Agreement are subject to clawback by Court order, then Plaintiffs, acting on behalf of the
8 State of California for the PAGA claims, expressly preserve the right to assert that these claims
9 are nondischargeable under 11 U.S.C. § 523(a). *See, e.g., Medina v. Poel* (E.D. Cal. 2015) 523
10 B.R. 820 (PAGA claims not dischargeable in bankruptcy under 11 U.S.C. § 523(a)(7)). The
11 Parties further agree that this Agreement does not create a new obligation and, instead, is a
12 compromised settlement of the Action.

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

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

25 78. Court Retains Jurisdiction. The Court shall retain jurisdiction with respect to all
26 matters related to the administration and consummation of this Settlement Agreement, and any
27 and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including
28

1 but not limited to all matters related to the Settlement and the determination of all controversies
2 relating thereto.

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

7 80. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
8 Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that
9 were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to
10 settle and compromise the matters at issue in the Complaint to avoid further substantial expense
11 and the inconvenience and distraction of protracted and burdensome litigation. Defendant has
12 taken into account the uncertainty and risks inherent in litigation, and without conceding any
13 infirmity in the defenses that they have asserted or could assert against Plaintiffs, have
14 determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and
15 upon the terms and conditions set forth in this Agreement.

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

82. No Publicity. The Parties will not publicize the Settlement or disclose it to third parties prior to the Court granting Preliminary Approval, except as required or necessary to effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and Class Representatives agree that they will not discuss the Settlement with the media, any settlement and verdict reporting service, any social media postings or other Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

83. 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:

<i>To the Class:</i>	<i>To Defendant:</i>
Brian J. Mankin <i>brian@lmlfirm.com</i> Lauby, Mankin & Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444 Fax: (951) 320-1445	Gary E. Scalabrini, Esq. <i>gscalabirni@gibbsgiden.com</i> Gibbs Giden Locher Turner Senet & Wittbrodt, LLP 12100 Wilshire Blvd., Suite 300 Los Angeles, CA 90025 Tel: (310) 552-3400 Fax: (310) 861-5422

84. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that

1 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
2 and represent that the language in all parts of this Agreement shall be in all cases construed as a
3 whole, according to its fair meaning.

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

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

12 87. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
13 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
14 provide written notice to the other Party and allow an opportunity to cure the alleged
15 deficiencies, and Plaintiffs and Defendant may agree to seek the help of the mediator to resolve
16 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
17 own attorneys' fees and costs. This provision shall not apply to any legal action or other
18 proceeding instituted by any person or entity other than Plaintiffs or Defendant.

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

22 89. Integration Clause. This Settlement Agreement contains the entire agreement
23 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
24 or contemporaneous agreements, understandings, representations, and statements, whether oral
25 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
26 hereunder may be waived except in writing.
27
28

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

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

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

Dated: Jan 9, 2026

PLAINTIFF AND CLASS REPRESENTATIVE


Aaron Vazquez (Jan 9, 2026 16:31:28 PST)

Aaron Vazquez

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Rahman Pinckney

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Visavanh Sokanthong

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

Michelle Maestas

Dated: _____

DEFENDANT WAY.COM, INC.

By: Bhumi Bhutani, Co-Founder

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Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Aaron Vazquez

Dated: Jan 9, 2026 _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Rahman J Pinckney
Rahman J Pinckney (Jan 9, 2026 17:07:16 PST)

Rahman Pinckney

Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Visavanh Sokanthong

Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Michelle Maestas

Dated: _____ **DEFENDANT WAY.COM, INC.**

By: Bhumi Bhutani, Co-Founder

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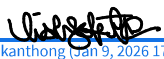
Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Aaron Vazquez

Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Rahman Pinckney

Dated: Jan 9, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**


V Sokanthong (Jan 9, 2026 17:02:32 PST)
Visavanh Sokanthong

Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

Michelle Maestas

Dated: _____ **DEFENDANT WAY.COM, INC.**

By: Bhumi Bhutani, Co-Founder

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14 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

15
16 _____
Aaron Vazquez

17 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

18
19 _____
Rahman Pinckney

20 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

21
22 _____
Visavanh Sokanthong

23 Dated: Jan 15, 2026 **PLAINTIFF AND CLASS REPRESENTATIVE**

24 
Michelle Maestas (Jan 15, 2026 15:07:25 PST)

25 _____
Michelle Maestas

26 Dated: _____ **DEFENDANT WAY.COM, INC.**

27
28 _____
By: Bhumi Bhutani, Co-Founder

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15
16 _____
Aaron Vazquez

17 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

18
19 _____
Rahman Pinckney

20 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

21
22 _____
Visavanh Sokanthong

23 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

24
25 _____
Michelle Maestas

26 Dated: 1/7/2026 **DEFENDANT WAY.COM, INC.**

27
28 _____
By: Bhumi Bhutani, Co-Founder

1 **APPROVED AS TO FORM:**

2 Dated: 1/15/2026

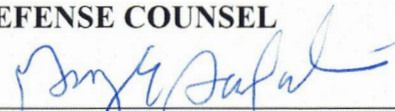
CLASS COUNSEL



4 Brian J. Mankin, Esq.
Attorneys for Plaintiff

6 Dated: 1/7/2026

DEFENSE COUNSEL



8 Gary E. Scalabrini, Esq.
Attorneys for Defendant

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00504 Vazquez v Way Com

Inc (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Aaron Vazquez</u>							
<u>14000-00504 Vazquez v Way Com Inc</u>							
07-15-2022	Approved	E108 Postage	Charito, Tracie	18.70	0.00	1.00	18.70
Postage for July 2022							
07-15-2022	Approved	E101 Copying	Charito, Tracie	0.06	0.00	56.00	3.36
56 copies @ .06 each - Letters to company							
07-15-2022	Approved	E112 Court fees	Charito, Tracie	32.00	0.00	1.00	32.00
Alameda Superior Court fees for copy of docs							
07-15-2022	Approved	E112 Court fees	Charito, Tracie	75.00	0.00	1.00	75.00
LWDA fee to submit PAGA letter							
07-28-2022	Approved	Attorney Service	Charito, Tracie	1,625.70	0.00	1.00	1,625.70
Bosco Inv #7420902							
File and conform.							
-Certificate of Assignment							
-Civil Case Cover Sheet							
-Summons							
-Complaint							
Advance fees, complex case							
Court: San Bernardino County Superior Court - Central District							
Completed on: 07/27/2022							
10-04-2022	Approved	E119 Experts	Charito, Tracie	1,720.00	0.00	1.00	1,720.00
Torrey Partners Inv #22390							
10-14-2022	Approved	E112 Court fees	Charito, Tracie	4.00	0.00	1.00	4.00
SBSC copy of CMO							
10-17-2022	Approved	E112 Court fees	Charito, Tracie	42.00	0.00	1.00	42.00
San Bernardino Superior Court fees to fax file FAC							
11-17-2022	Approved	Attorney Service	Charito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Fee to file Notice and Acknowledgment							
12-12-2022	Approved	Attorney Service	Charito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID #11631477 for 12-9-22 CMC							
02-07-2023	Approved	E125 Mediation fees	Charito, Tracie	10,000.00	0.00	1.00	10,000.00
Frank & Feder Invoice for 9/26/23 mediation with Lynn Frank, Esq.							
05-05-2023	Approved	E108 Postage	Charito, Tracie	8.70	0.00	1.00	8.70
Postage for Sokanthong - February 2023							
05-05-2023	Approved	E101 Copying	Charito, Tracie	0.06	0.00	12.00	0.72
12 copies @ .06 each - demand for docs to company on Sokanthong							
05-09-2023	Approved	E101 Copying	Charito, Tracie	0.06	0.00	28.00	1.68

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00504 Vazquez v Way Com
Inc (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Aaron Vazquez</u> <u>14000-00504 Vazquez v Way Com Inc</u>							
	28 copies @ .06 each - amended LWDA letter to parties						
05-09-2023	Approved	E108 Postage	Charito, Tracie	9.18	0.00	1.00	9.18
	Postage for May 2023						
08-02-2023	Approved	Attorney Service	Charito, Tracie	9.95	0.00	1.00	9.95
	TurboCourt Order #8169927 - file Joint Statement						
08-09-2023	Approved	Attorney Service	Charito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11727768 for 8/9/23 CMC						
10-06-2023	Approved	E101 Copying	Charito, Tracie	0.06	0.00	24.00	1.44
	24 copies @ .06 each - 3rd request for records on Ortiz and Maestas						
10-06-2023	Approved	E108 Postage	Charito, Tracie	18.32	0.00	1.00	18.32
	Postage for October 2023						
10-11-2023	Approved	E119 Experts	Charito, Tracie	2,240.00	0.00	1.00	2,240.00
	Berger Consulting Inv #9621						
10-18-2023	Approved	Attorney Service	Charito, Tracie	18.62	0.00	1.00	18.62
	Onelgal Order #21443927 - file Joint Statement						
10-26-2023	Approved	Attorney Service	Charito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11756086 for 10/26/23 CMC						
10-31-2023	Approved	E119 Experts	Charito, Tracie	386.75	0.00	1.00	386.75
	Creal & Creal Inv #181613						
12-31-2023	Approved	E119 Experts	Charito, Tracie	705.50	0.00	1.00	705.50
	Creal & Creal Inv #181803						
02-26-2024	Approved	Attorney Service	Charito, Tracie	109.95	0.00	1.00	109.95
	Bosco Inv #10478165						
	File and conform in department S26						
	Joint Informal Discovery Conference Brief						
	Court: San Bernardino County Superior Court - Central District						
	Completed on: 02/22/2024						
07-26-2024	Approved	Attorney Service	Charito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #11296905						
	File and conform in department 526						
	Joint Informal Discovery Conference Brief						
	Court: San Bernardino County Superior Court - Central District						
	Completed on : 06/25/2024						
09-11-2024	Approved	Attorney Service	Charito, Tracie	59.95	0.00	1.00	59.95

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00504 Vazquez v Way Com
Inc (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Aaron Vazquez</u>							
<u>14000-00504 Vazquez v Way Com Inc</u>							
Bosco Inv #11760536							
File and conform in Dept. S26.							
-Joint Statement							
Court: San Bernardino County Superior Court - Central District							
Completed on: 09/10/2024							
09-23-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11862696 for 9/20/24 CMC							
11-19-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
Bosco Inv #12186375							
File and conform in Dept. S26.							
-Joint Statement							
Court: San Bernardino County Superior Court - Central District							
Completed on: 11/18/2024							
11-25-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11880014 for 11/22/24 TSC							
01-31-2025	Approved	E124 Other expenses	Chiarito, Tracie	547.18	0.00	1.00	547.18
Regus Invoice #1331-72584 - Meeting Room Charge for 1/29/25 PMK deposition and copying/print charges							
02-14-2025	Approved	E115 Court reporting and transcripts	Chiarito, Tracie	2,773.10	0.00	1.00	2,773.10
Steno Inv #1467500 for 1/29/25 deposition of DEF PMK, Anthony Luu							
04-04-2025	Approved	Attorney Service	Chiarito, Tracie	155.55	0.00	1.00	155.55
Bosco Inv #13017503							
File and conform.							
-Motion							
-Proposed Order							
advance fee							
Court: San Bernardino County Superior Court - Central District							
Completed on: 4/2/2025							
04-08-2025	Approved	Attorney Service	Chiarito, Tracie	85.70	0.00	1.00	85.70
Bosco Inv #13042245							
File and conform.							
-Notice of Errata							
Court: San Bernardino County Superior Court - Central District							
Completed on: 4/7/2025							
04-18-2025	Approved	Attorney Service	Chiarito, Tracie	206.95	0.00	1.00	206.95

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00504 Vazquez v Way Com Inc (Active Only)

Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Aaron Vazquez</u>							
<u>14000-00504 Vazquez v Way Com Inc</u>							
Bosco Inv #13128265							
File and conform in Dept. S26.							
-Ex Parte Application							
-Reply							
-Declaration x2							
-Proposed Order							
advance fee							
Court: San Bernardino County Superior Court - Central District							
Completed on: 4/17/2025							
04-25-2025	Approved	Attorney Service	Charito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11916512 for 4/24/25 motion and ex parte							
05-02-2025	Approved	Attorney Service	Charito, Tracie	23.63	0.00	1.00	23.63
Onelgal Order #25229656 - file SAC and Notice of Ruling							
07-25-2025	Approved	Attorney Service	Charito, Tracie	202.75	0.00	1.00	202.75
Magna Inv #13783689							
File and conform.							
-Motion							
-Declaration x2							
-Proposed Order							
advance fee							
Court: San Bernardino County Superior Court - Central District							
Completed on: 7/23/25							
07-31-2025	Approved	E119 Experts	Charito, Tracie	2,350.00	0.00	1.00	2,350.00
DMA Inv #311688							
08-08-2025	Approved	Attorney Service	Charito, Tracie	23.63	0.00	1.00	23.63
Onelgal Order #26020713 - file Reply iso Motion to Disqualify							
08-15-2025	Approved	Attorney Service	Charito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11941035 for 8/14/25 Motion to Disqualify Counsel							
08-22-2025	Approved	Attorney Service	Charito, Tracie	23.63	0.00	1.00	23.63
Onelgal - Order #26123296 - file Notice of Ruling							
08-31-2025	Approved	E119 Experts	Charito, Tracie	525.00	0.00	1.00	525.00
DMA Inv #311821							
09-17-2025	Approved	Attorney Service	Charito, Tracie	23.63	0.00	1.00	23.63
Onelgal Order #26323058 - file Joint Statement							
09-25-2025	Approved	Attorney Service	Charito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11949134 for 9/24/25 CMC							
12-12-2025	Approved	Attorney Service	Charito, Tracie	45.32	0.00	1.00	45.32

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00504 Vazquez v Way Com
Inc (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Aaron Vazquez</u>							
<u>14000-00504 Vazquez v Way Com Inc</u>							
Onelgal Order #26863742 - file Stip and Order to File TAC and set MPA							
01-14-2026	Approved	Attorney Service	Charito, Tracie	24.73	0.00	1.00	24.73
Onelgal Order #27076834 - file Amended Complaint							
04-20-2026	Approved	Attorney Service	Charito, Tracie	87.86	0.00	1.00	87.86
Onelgal Order #27896574 - file MPA							
05-15-2026	Approved	Attorney Service	Charito, Tracie	24.73	0.00	1.00	24.73
Onelgal Order #28200411 - file TLC Dec							
07-17-2026	Approved	Attorney Service	Charito, Tracie	149.96	0.00	1.00	149.96
Onelgal Order #28779381 - file Ex Parte							
07-29-2026	Approved	Attorney Service	Charito, Tracie	46.46	0.00	1.00	46.46
Onelgal Order #28835298 - files Stip and Order to Vacate OSC							
09-03-2026	Approved	Attorney Service	Charito, Tracie	300.00	0.00	1.00	300.00
Estimated cost to file MFA and supporting documents							

Project Total 25,439.18
Client Total 25,439.18
Grand Total 25,439.18

EXHIBIT “C”