

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Mehrdad Bokhour, Esq. (Cal. Bar No. 285256)
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493 | Fax: (310) 675-0861

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDGAR HERNANDEZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ROOM & BOARD, INC., a Minnesota
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 22STCV30047
*[Assigned to Hon. William F. Highberger,
Dept 10, for all purposes]*

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

Hearing:
Date: April 2, 2024
Time: 11:00 a.m.
Dept.: 10

Complaint Filed: April 22, 2022

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am

1 thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I
2 submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action
3 Settlement. If called as a witness, I could and would competently testify thereto.

4 **COUNSEL'S EXPERIENCE**

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

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

16 4. As part of these settlements and judgments, I have recovered in excess of \$250
17 million in damages for my clients and the class members (who often work as nurses, ambulance
18 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
19 countless other trades). My team and I once held the record for the largest known PAGA-only
20 case in California's history - a \$12.5 million-dollar court approved settlement, which followed
21 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
22 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

23 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
24 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
25 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
26 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
27 Both cases were appealed.
28

6. I was named by the LA Times as one “Southern California Leading Lawyers” in the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Settlement Class, as conditionally certified by this Court, consists of current and former nonexempt employees of Defendant Room & Board, Inc., who worked for Defendant in California at any time from September 15, 2018, through September 30, 2023 (the “Class Period”).

8. As set forth in the Declaration of the Settlement Administrator, the Net Settlement Amount is approximately \$782,155.44, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 1,300,000.00
Attorneys’ Fees (1/3)	\$ 433,333.33
Litigation Costs	\$ 15,511.23
Administrator Costs	\$ 9,000.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 782,155.44

9. The process of mailing the Notice Packets was very successful, as all Notice Packets were deemed deliverable by the Settlement Administrator – a 100% success rate.

10. The response from the Class Members was overwhelmingly positive, as no Class Member objected to the settlement and only one person opted opt, representing a 99.7% participation rate.

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

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties’ arms’ length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact

1 that 100% of the Class elected to participate and no objections were submitted thus far, the
2 presumption of fairness is justified.

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

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

21 14. As set forth above, I have handled over 250 class and representative actions, have
22 been appointed as class counsel and have successfully resolved over half of those cases, and
23 many others remain pending and will successfully resolve in the future while recovering
24 hundreds of millions of dollars for my clients and Class Members. This is substantially better
25 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
26 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
27 found that only one-third of class actions are successful, compared to two-thirds that are defeated
28

1 and result in no payment to the class members.¹

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

6 16. It has been my experience that the benchmark for attorney fee awards in
7 California state cases is one-third of a common settlement fund, which the CA Supreme Court
8 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
9 Counsel is seeking a fee of \$433,333.33, which is one-third of the Settlement Amount.

10 17. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a common fund settlement amount of \$1,300,000, whereby the Class Members will
13 receive approximately **\$2,436.62 on average and up to a maximum of \$5,396.98** for those
14 employees that worked the entire Class Period. This is an excellent result in light of the disputed
15 nature of the claims alleged. This result was achieved by the work and success of my office,
16 who negotiated the settlement after extensive litigation, discovery, preparation, investigation,
17 mediation, and substantial work thereafter.

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

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

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

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

16 21. As exemplified by the contingent nature of high risk class action litigation, I can
17 further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c)
18 an individual settlement in lieu of a class recovery, as demonstrated below:

19 **Sample of Cases with Zero Recovery for Class Counsel**

20 The following is a small sample of cases in which Plaintiff's Counsel have received zero
21 recovery on class/PAGA cases due to the company's financial condition.

- 22 • Heavily litigated Class/PAGA action that Class Counsel certified as a class,
23 prevailed on summary adjudication, fully prepared for trial and one day before the
24 start of trial, ***Defendant filed for bankruptcy, resulting in complete loss of***
25 ***attorneys fees and all costs advanced*** (*Garza v. Quality Conversation*, San
26 Bernardino Superior Court Case No. CIVDS1506788);
- 27 • Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all***
28 ***fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No.

RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927);

- In a pending matter, Class Counsel has litigated the case for over **5 years** with an estimated 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff on all claims for over 1,500 class members. Despite all the work invested into the matter, including preparing for an upcoming trial, the likely outcome will either be (1) defendants filing bankruptcy that will result in zero recovery, or (2) a greatly discounted settlement based on defendant's financial obstacles and ability-to-pay;
- ***Class Counsel have been forced to dismiss class and PAGA cases without any compensation or reimbursement of fees or costs due to the financial condition of Defendant***, (*Cox v. NurseLoop*, San Bernardino Superior Court Case No. CIVSB2225440; *Joyce v. GES Distribution*, Riverside Superior Court Case No. RIC1905739).
- Of course, there is also the reality that a Defendant may prevail on the merits, whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing the fee and cost award and resulting in no recovery of fees or costs.

Sample of Cases with Zero Recovery for Class Counsel

Even when my office achieves a settlement and what appears to be a "favorable" outcome, there are countless times when the fees requested by my firm still result in a ***large negative attorney fee multiplier***, including the following examples:

- ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel due to

1 financial condition;

- 2 • **Negative 4.24 multiplier:** In *Sacks v. Natural Energy*, San Bernardino Superior
3 Court Case No. CIVDS1811288, the matter resulted in a settlement with a
4 negative 4.24 multiplier for Class Counsel due to financial condition;
- 5 • **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case
6 No. RIC2002410, Class Counsel's lodestar was nearly the same amount as the
7 gross settlement amount – thus, resulting in a negative 2.85 multiplier.

8 **Class/PAGA Cases Converted to Small Individual Settlements**

9 There are also many situations when my office is forced to convert matters into small
10 individual settlements (and therein lose substantial attorneys fees) for a variety of reasons,
11 including due the financial constraints of a defendant, or because a company may engage in a
12 “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant
13 engages in a reverse auction and settles a class/PAGA case with another firm that will take less
14 (i.e., cherry picking), thereby cutting off Class Counsel's recovery. There are indeed numerous
15 examples of this occurring that result in an individual settlement, thereby causing my office to
16 bear the burden of a loss in attorneys' fees.

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

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

24 24. At my office, Peter Carlson handled the day to day case work through mediation
25 while I performed the role of the supervising attorney. After mediation, I primarily took over the
26 process of finalizing the settlement and approval process. As set forth in his declaration, Mr.
27 Carlson works exclusively with me on employment law matters and has been in practice for 9
28 years. He bills at the hourly rate of \$650/hour. I have been in practice for 23 years, with most of

1 those years handling complex litigation and for over the last 15 years, my practice has almost
2 entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour.
3 I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex
4 class action litigation, if not somewhat lower.

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

22 26. The table below includes a summary of the hours worked, plus additional hours
23 that I will bill in finalizing and filing the motion, preparing for and attending the approval
24 hearing, and working with the administrator and defense counsel to issue checks, respond to
25 class members and finalize this matter. The actual aggregated lodestar between the attorneys
26 that worked on this case is approximately \$277,920. This results in a fair and reasonable
27 multiplier of 1.55. The hours and rates are summarized in the following table, and in the
28 declarations of counsel submitted herewith, as follows:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	Trial Counsel	23	\$775	121²	\$ 93,775
Peter Carlson (Senior Associate – LML)	Handling Attorney	9	\$650	210.8	\$ 137,020
Mehrdad Bokhour (Principal – Owner)	Trial Counsel	12	\$650	72.5	\$ 47,125
Grand Total for All Attorneys				404.3	\$ 277,920

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

28. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, mediator fees, expert statistician fees, and other incidental expenses directly related to this action. The Settlement Agreement provided up to \$20,000 in costs. Class Counsel's actual combined costs through the final approval hearing are \$15,511.23, including \$11,011.23 by my firm (see Exhibit "B" attached hereto) and \$4,500 by Bokhour Law Group. The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not oppose this request for costs.

///

///

² Includes an estimated 15 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendants, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto.

29. I also believe that the service award of \$10,000 to Plaintiff is fair and warranted for the reasons outlined in his declaration and in the motion. He came forward and worked directly with my office in analyzing the claims and documents, providing valuable information. (See his declaration for supporting information.) Indeed, his participation was an essential element of Defendant's desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. Of course, he also took on various risks, including the risk that he could have been ordered to pay Defendant's costs if he lost and the risk of retaliation and being black-balled in the industry. He also provided a full release of all claims. Defendant does not oppose the requested service award.

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 8, 2024, at Riverside, California.

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

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Edgar Hernandez (“Plaintiff”) and Room & Board, Inc. (“Defendant”). Plaintiff and Defendant shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Edgar Hernandez v. Room & Board, Inc.*, which was initiated on September 15, 2022, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means all current and former nonexempt employees who were employed by Room & Board, Inc., in California at any time during the PAGA Period. Aggrieved Employees may not exclude themselves from receipt of the PAGA Penalties.

1.6. “Class” consists of all current and former nonexempt employees who were employed by Room & Board, Inc., in California at any time during the Class Period.

1.7. “Class Counsel” means Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP and Mehrdad Bokhour of Bokhour Law Group, P.C.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9. “Class Data” means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include the Class Member’s name, last-known mailing address, Social Security number, and number of Weeks Worked during the Class Period and during the PAGA Period respectively.

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

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

1.12. “Class Notice” means the court approved notice of class action settlement to be mailed to Class Members in English and Spanish in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from September 15, 2018, to September 30, 2023.

1.14. “Class Representative” means the named Plaintiff in the operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16. “Complaint” refers to the operative first amended complaint filed in the Action, alleging class action and representative PAGA action claims, which is pending in the Court and designated as Case No. 22STCV30047.

1.17. “Court” means the Superior Court of California, County of Los Angeles.

1.18. “Defendant” means Room & Board, Inc.

1.19. “Defense Counsel” means Benesch Friedlander Coplan & Aronoff LLP.

1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Judgment and order finally approving the Settlement, and (b) that Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Class Member objects to the settlement, the day that the Court enters its Final Judgment; (2) if one or more Class Members objects to the settlement, the day after the deadline for filing a notice of appeal (with no appeal filed); or (3) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, then sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

1.21. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.

1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.25. “Gross Settlement Amount” or “GSA” means \$1,300,000.00, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below and except for the employer’s share of applicable payroll tax obligations that Defendant shall pay to the Administrator. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Weeks Worked during the Class Period.

1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Weeks Worked during the PAGA Period.

1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.32. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall receive their share of the PAGA Penalties.

1.33. “PAGA Period” means the period from September 15, 2021, through September 30, 2023.

1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. “PAGA Notice” means Plaintiff’s September 15, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$50,000), allocated 25% to the Aggrieved Employee

(\$12,500) and 75% to LWDA (\$37,500) in settlement of PAGA claims.

1.37. “Participating Class Member” means all Class Members except for those who opt-out by submitting a timely valid Request for Exclusion.

1.38. “Plaintiff” means Edgar Hernandez, the named plaintiff in the Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.41. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.43. “Released Parties” means: Defendant and its parents, subsidiaries, affiliates, directors, owners, shareholders, officers, agents, attorneys, servants, managers, representatives, accountants, auditors, consultants, insurers, joint employers and employees, past, present and future, and each of them and anyone acting in concert with foregoing.

1.44. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to credited Weeks Worked, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

1.48. “Weeks Worked” or “Workweeks” in the context of the Class Members, means all weeks during the Class Period in which the Class Member was employed by

Defendant as a non-exempt employee in California and worked at least one shift during the workweek. In the context of Aggrieved Employees, it means all weeks during the PAGA Period in which the Aggrieved Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the workweek.

2. RECITALS.

2.1. On September 15, 2022, Plaintiff commenced this Action by filing the Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse for Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair and Unlawful Competition. Plaintiff later amended the Complaint on about December 15, 2022, to include PAGA Claims relating to the foregoing claims. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 24, 2023, the Parties participated in an all-day mediation presided over by Todd Smith, which culminated in a mediator's proposal. The Parties accepted the mediator's proposal, and thereafter entered into this Agreement to settle the Action.

2.4. Prior to the mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, documents and information, including but not limited to Defendant's written policies and practices, information relating to the size of the Class and Aggrieved Employees, number of weeks worked, as well as a sampling of payroll and timekeeping records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

2.6. Defendant agrees to this settlement class solely for the purpose of settling and compromising the Action. It is not an admission that class certification is proper. Should the Settlement Agreement not be finally approved for any reason, the settlement class will be vacated, and the parties will revert to their respective positions as of the date prior to executing this Agreement.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants agree to pay \$1,300,000 as the Gross Settlement Amount, and to separately pay to the Administrator any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the GSA (33.333%), which is currently estimated to be \$433,333.33 and a Class Counsel Litigation Expenses payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement will not be impacted and the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration

Expenses are less or the Court approves payment less than \$9,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Weeks Worked.

3.2.4.1. Tax Allocation of Individual Class Payments. Portions of the Individual Class Payment paid to the Participating Class Members will be allocated as 33% to wage claims (the "Wage Portion") and remaining 67% will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). Portions of the Individual Class Payment paid to the Participating Class Members in the Wage Statement Class will be treated 100% as penalties and interest and will be included in the Non-Wage Portion. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.6. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Weeks Worked during the PAGA period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.1. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Weeks Worked. See Paragraph 9 below.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who

need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employees, the Payments may be contained on one check. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of

California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or to any claims for vested benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and shall remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

6.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the claims alleged in the operative Complaint, or that reasonably could have been alleged based on the facts stated in the First Amended Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint (“Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. Participating Class Members do acknowledge and agree that the payments under this Agreement constitute payment of all sums allegedly due to them. Defendant and the Released Parties may plead the Settlement Agreement as a complete defense to any action or any proceeding that may be initiated in breach of or contrary to the Agreement.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff’s PAGA Notice to the LWDA, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint (“Released PAGA Claims”). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

7.1 Defendant’s Declaration in Support of Preliminary Approval. Within 15 court days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall advise that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a

professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Weeks Worked in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Weeks Worked as a Class Member and Aggrieved Employee (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections, Challenges to Weeks Worked, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendants are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight

delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Plaintiff may not opt out of the Settlement.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Weeks Worked. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Weeks Worked that were allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Weeks Worked contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Weeks Worked shall be final and not appealable or otherwise

susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Weeks Worked to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email the Exclusion List to Class Counsel and Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Weeks Worked received

and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Weeks Worked Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Weeks Worked. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Weeks Worked by Class Members and Aggrieved Employees and the per Weeks Worked value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant estimates that there are 320 Class Members who worked approximately 35,115 Workweeks during the Class Period. If the Workweek number increases by more than 10% of the estimate stated herein (so that there are 38,627 or more Weeks Worked) by the end of the Class Period, then Defendant shall have the option to either (1) Increase the Gross Settlement Amount by \$37.02 (\$1,300,000 divided by 35,115) for each additional Workweek above 38,626; or (2) have the Class Period and PAGA Period end on the date before the Weeks Worked meet or exceed the 38,626 threshold. The Parties agree that in no event shall Defendant be permitted to end the Class Period prior to July 24, 2023 (the day of mediation). Thus, if the total Workweek count for the Class Period, as measured through the date of mediation, exceeds 38,626, then Defendant shall still be required to increase the Gross Settlement Amount by \$37.02 for each additional Workweek above 38,626. If Defendant elects to shorten the Class Period and PAGA Period, then Defendant must give written notice to Plaintiff’s counsel by email no later than October 30, 2023, and the Parties shall then amend the Settlement Agreement and Notice to

reflect the modified Class Period. If the Preliminary Approval motion has already been filed, the Parties shall submit a stipulation, all applicable documents, and a revised Order to reflect the new Class Period, PAGA Period and Workweek information.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% or more Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to

post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a

court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Following preliminary approval, Plaintiff and Class Counsel separately agree that they will make no comments to the media or otherwise publicize the terms of the Settlement (outside of the Action).

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all previous agreements, oral representations, warranties, covenants, or inducements made to or by any Party, including (without limitation) the Parties Memorandum of Understanding – Settlement Terms.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be

relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email, addressed as follows:

To Plaintiff:

Brian Mankin
brian@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

To Defendant:

Rachel Chatman, Esq.
rchatman@beneschlaw.com
Benesch, Friedlander, Coplan & Aronoff LLP
100 Pine Street, Suite 3100
San Francisco, California 94111
Tel: 628.600.2250

Johanna Fabrizio Parker, Esq.
jparker@beneschlaw.com
Benesch, Friedlander, Coplan & Aronoff LLP
127 Public Square, Suite 4900
Cleveland, Ohio 44114
Tel: 216.363.4500

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 they extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: October 2, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:


Edgar Hernandez (Oct 2, 2023 11:08 PDT)

Edgar Hernandez

Dated: October 2, 2023

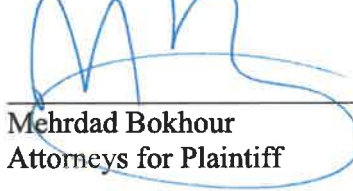
CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP



Brian J. Mankin
Attorneys for Plaintiff

Dated: October 2, 2023

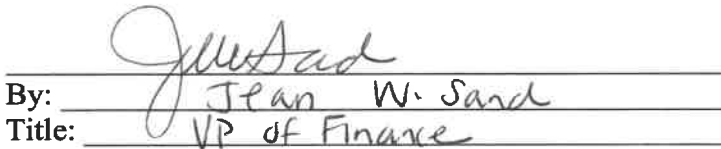
CLASS COUNSEL:
BOKHOUR LAW GROUP, P.C.



Mehrdad Bokhour
Attorneys for Plaintiff

Dated: October 3, 2023

DEFENDANT:
ROOM & BOARD, INC.


By: Jean W. Sand
Title: VP of Finance

APPROVED AS TO FORM:

Dated: October __, 2023

DEFENDANT'S COUNSEL:
BENESCH FRIEDLANDER COPLAN & ARONOFF LLP


Johanna Fabrizio Parker
Attorneys for Defendant

END OF DOCUMENT

Dated: October ___, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:

Edgar Hernandez

Dated: October ___, 2023

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: October ___, 2023

CLASS COUNSEL:
BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: October ___, 2023

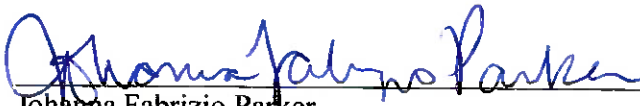
DEFENDANT:
ROOM & BOARD, INC.

By: _____
Title: _____

APPROVED AS TO FORM:

Dated: October 3, 2023

DEFENDANT'S COUNSEL:
BENESCH FRIEDLANDER COPLAN & ARONOFF LLP



Johanna Fabrizio Parker
Attorneys for Defendant

END OF DOCUMENT

EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Edgar Hernandez v. Room & Board, Inc.

(Los Angeles Superior Court, Case No. 22STCV30047)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

Attention: All current and former non-exempt employees who were employed by Room & Board, Inc. ("Room & Board") in California at any time from September 15, 2018, to September 30, 2023 (the "Class Period"), you are a Class Member in a class action settlement.

You may be eligible to receive money as a Class Member in a class action lawsuit ("Action") against Defendant Room & Board for alleged wage and hour violations. The Action was filed by Edgar Hernandez ("Plaintiff" and "Class Representative") and seeks payment of unpaid wages, statutory damages, interest and attorneys' fees on behalf of all Class Members (defined above). Additionally, the Action seeks civil penalties under the California Private Attorney General Act ("PAGA") for all current and former hourly, nonexempt employees who were employed by Room & Board, Inc., in California at any time from September 15, 2021, through September 30, 2023 (the "PAGA Period"), who are referred to as "Aggrieved Employees."

Room & Board strongly denies violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Room & Board is settling the Action in order to avoid the further burden and expense of litigation.

With this preliminary approval of the settlement, the Court has not made any decision as to whether Plaintiff can or will win the Action. In other words, the Court has not said that Defendant violated any law, or that Plaintiff or any other person is entitled to receive money or any other relief.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant Room & Board to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant Room & Board to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Two Parts	Weeks Worked	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
Aggrieved Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

Based on Defendant’s records, your Individual Class Payment (less withholding) and your Individual PAGA Payment (to the extent applicable) are shown in the chart above, along with the Weeks you are credited with working during the Class Period and during the PAGA Period, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

If you believe that you worked more Work Weeks during either period than what Defendant’s records show, you can submit a challenge by the **DATE**, 2024 (the “Response Deadline”). For additional information on the Response Deadline, see Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you were employed by Defendant Room & Board during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING & PARTICIPATE IN THE SETTLEMENT	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described below.
OPT-OUT (EXCLUDE YOURSELF) RESPONSE DEADLINE: DATE, 2024	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The

RESPONSE DEADLINE: , 2024	Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
DISPUTE YOUR PAY PERIODS WORKED RESPONSE DEADLINE: , 2024	If you believe that your number of Weeks Worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Weeks you worked during the Class Period and how many Weeks you worked during the PAGA Period, respectively. The number of Weeks for which you received credit is shown in the chart on the first page, and are based on Defendant’s records. If you disagree with either of these numbers, you must submit a challenge by the deadline. See Section 4 of this Notice.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT ITS NOT REQUIRED	
DATE: , 2024 TIME: A.M. / P.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative Edgar Hernandez is a former employee of Room & Board. The Action accuses Defendant Room & Board of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, and failing to provide meal periods, rest breaks, reimbursement for expenses, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with and continues to comply with all applicable laws. Defendant has agreed to settle the case in order to avoid the burden and expense of further litigation.

Plaintiff is represented by attorneys in the Action (“Class Counsel”). See Section 9 below

for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Room & Board Will Pay \$1,300,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment is entered by the Court and the Settlement becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$433,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff Edgar Hernandez as a Class Representative Service

Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive from the Settlement other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$9,000 to Phoenix Settlement Administrators (the "Settlement Administrator" or "Administrator") for services administering the Settlement.
 - D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked.
 - E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay, to the Administrator, employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a

Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant subject to the applicable statute of limitations. Section 9 of this Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator" or "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Weeks Worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the claims alleged in the operative Complaint, or that reasonably could have been alleged based on the facts stated in the First Amended Complaint,

including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and (i) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint (“Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

As used herein, “Released Parties” means “Defendant Room & Board and its parents, subsidiaries, affiliates, directors, owners, shareholders, officers, agents, attorneys, servants, managers, representatives, accountants, auditors, consultants, insurers, joint employers and employees, past, present and future, and each of them and anyone acting in concert with foregoing.”

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes to the Settlement Administrator), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff’s PAGA Notice to the LWDA, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to failure to timely pay wages each period and upon separation of employment, (g) failure to provide accurate itemized wage statements, and (h) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative complaint (“Released PAGA Claims”). The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period.

The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

4. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.
3. Weeks Worked Challenges. The number of weeks you worked during the Class Period as recorded in Defendant's records are stated on the first page of this Notice. You have until the Response Deadline to challenge the number of Weeks Worked credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Weeks Worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Weeks Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your

address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Hernandez v. Room & Board, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by INSERT DATE (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the INSERT DATE Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff requests as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website INSERT URL or the Court's website INSERT URL.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is INSERT DATE (the "Response Deadline").** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Hernandez v. Room & Board and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **INSERT DATE** at **INSERT TIME** in Department SS10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend at your own cost) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **INSERT URL** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at **INSERT URL**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV30047. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Class Counsel and the Settlement Administrator are below:

<u>Class Counsel</u>	
Brian Mankin, Esq. <i>brian@lmlfirm.com</i> Peter Carlson, Esq. <i>peter@lmlfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Mehrdad Bokhour, Esq. <i>mehrdad@bokhourlaw.com</i> Bokhour Law Group, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493

<u>Settlement Administrator:</u>
Phoenix Settlement Administrators Email Address Mailing Address Telephone Number Fax Number Case URL

10. WHAT IF I LOSE MY SETTLEMENT CHECK?
--

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Section 9 of the Notice has the Administrator's contact information.

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00509 Hernandez v Room &
Board (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Edgar Hernandez</u> <u>14000-00509 Hernandez v Room & Board</u>									
09-15-2022	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
LWDA fees									
09-15-2022	Approved		Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	20.00	4.00
20 copies @ .20 each - letters to employer									
09-15-2022	Approved		Billable	E108 Postage	Chiarito, Tracie	9.44	0.00	1.00	9.44
Postage for September 2022									
09-15-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	1,494.53	0.00	1.00	1,494.53
Onelgal Order #18926455 - file complaint									
09-23-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	109.55	0.00	1.00	109.55
Bosco Inv #7664853 Serve: Room & Board, Inc.; a Minnesota Corporation Summons; Complaint; Civil Case Cover Sheet; Civil Case Cover Sheet Addendum and Statement of Location; Notice of Case Assignment – Unlinited Civil Case; Peremptory Challenge to Judicial Officer (Code Civ. Proc., § 170.6); First Amended General Order re Mandatory Electronic Filing for Civil: Order Pursuant to CCP 1054(a), Extending Time to Respond by 30 Days when Parties Agree to Early Organizational Meeting Stipulation; Voluntary Efficient Litigation Stipulations; ADR Court: Los Angeles County Superior Court - Spring Street Courthouse Completed on: 09/19/2022									
09-26-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #18978318 - file POS									
12-09-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	37.78	0.00	1.00	37.78
Onelgal Order #19446679 - file Stip and Order to File FAC									
12-15-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	17.19	0.00	1.00	17.19
Onelgal Order #19478913 - file First Amended Complaint									
12-31-2022	Approved		Billable	Attorney Service	Chiarito, Tracie	13.68	0.00	1.00	13.68
Budget Conferencing Inv #369905 for 12/7/22 conference call									
01-10-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	37.78	0.00	1.00	37.78
Onelgal Order #19606614 - file Stip and Order to Cont ISC									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00509 Hernandez v Room &
Board (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Edgar Hernandez</u> <u>14000-00509 Hernandez v Room & Board</u>									
05-10-2023	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	4,500.00	0.00	1.00	4,500.00
07-10-2023	Approved	Invoice from Todd Smith, Esq. for 7/24/23 mediation	Billable	E119 Experts	Chiarito, Tracie	3,850.00	0.00	1.00	3,850.00
Berger Consulting Inv #8927									
08-14-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	17.63	0.00	1.00	17.63
Onelgal Order #20997686 - file Notice of Settlement and Request for Preliminary Approval Hearing									
09-06-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	17.66	0.00	1.00	17.66
Onelgal Order #21150174 - submit Proposed Order re E-Service									
10-09-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	79.43	0.00	1.00	79.43
Onelgal Order #21383271 - file MPA									
11-05-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	158.37	0.00	1.00	158.37
Case Anywhere Inv #306122									
02-05-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	147.00	0.00	1.00	147.00
CaseAnywhere Inv #315954									
03-08-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	125.00	0.00	1.00	125.00
Estimated cost to file MFA and supporting documents via Onelgal									
03-08-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated cost to serve MFA and supporting documents via CaseAnywhere									

Project Total 11,011.23
Client Total 11,011.23
Grand Total 11,011.23

EXHIBIT “C”