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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KENNETH PEFFER and REGINA
VILLEGAS, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiff,

vs.

DILLARD-LEWIS, INC., a North Carolina
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2223428
*[Assigned to Hon. Christian Towns, Dept.
S26, for all purposes]*

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

Hearing:
Date: June 10, 2025
Time: 8:30 a.m.
Dept.: 26

I, Brian J. Mankin, state and declare:

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

///

1 **COUNSEL’S EXPERIENCE**

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

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 300 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 137 California resident truck drivers employed by Defendants in California at any time during the Class Period of October 13, 2018, through June 3, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$287,846.04, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 550,000.00
Attorneys' Fees (1/3)	\$ 183,333.33
Litigation Costs	\$ 12,820.63
Administrator Costs	\$ 6,000.00
PAGA Penalties	\$ 40,000.00
Class Representative Service Awards (\$10,000 each)	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 287,846.04

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

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

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

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.27% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and

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

ADEQUACY OF COUNSEL AND
REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, *An Empirical Analysis of Class Actions*, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.¹

15. When this case was taken on a contingency fee basis, with my office agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the

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

1 course of this litigation, my office paid all costs including filing fees, court costs, research fees,
2 and mediation costs. There was never a guarantee that we would recoup those expenditures.

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

7 17. There are several additional factors why I believe that the Court should award
8 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
9 resulted in a common fund settlement amount of \$550,000, whereby some Class Members will
10 receive as much as **\$7,287.24**. This is an *excellent result* in light of the disputed nature of the
11 claims alleged. This result was achieved by the work and success of my office, who negotiated
12 the settlement after extensive litigation, discovery, preparation, investigation, mediation, and
13 substantial work thereafter.

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

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

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

1 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for
2 the hardships and serious risks we faced litigating this contingency case, and would not be
3 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
4 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
5 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
6 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
7 only one-third of class actions are successful, compared to two-thirds that are defeated and result
8 in no payment to the class members.

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

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

16 23. At my office, this case was primarily handled by my associate attorney, Kristina
17 Carlson, while I performed the role of the supervising attorney. As set forth in her declaration,
18 Ms. Carlson works exclusively with me on employment law matters. She has been in practice
19 for 10 years and bills at the hourly rate of \$600/hour. I have been in practice for 23 years, with
20 most of those years handling complex litigation and for over the last 17 years, my practice has
21 almost entirely consisted of handling class action wage and hour matters. My billing rate is
22 \$775/hour. I believe these rates are consistent with Plaintiffs and Defense attorneys who handle
23 complex class action litigation, if not somewhat lower.

24 24. Class Counsel's hourly rates are comparable to those of other attorneys with equal
25 or similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
26 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
27 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023
28 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard.

The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions of billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it “a much better reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*, 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in the community for similar work.”

25. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$138,870, resulting in a 1.32 multiplier, which is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner)	Trial Counsel	23	\$775	66²	\$51,150
Kristina Carlson	Handling Attorney	10	\$600	146.2	\$87,720
Grand Total					\$138,870

² Includes an estimated 30 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

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

4 27. In the course of prosecuting this action, Class counsel have incurred expenses that
5 were incidental and necessary to the effective representation of the Class. These expenses
6 included but were not limited to: court filings, messenger services, postage, fax transmission
7 expenses, transportation, mediator fees, and other incidental expenses directly related to this
8 action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my
9 office incurred \$12,820.63 in litigation costs (see Exhibit "B" attached hereto). The saving will
10 be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not
11 oppose this request for costs.

12 **REASONABLENESS OF REQUESTED SERVICE AWARD**

13 28. I also believe that the service award of \$10,000 to each Plaintiff is fair and
14 warranted for the reasons outlined in her declarations and in the motion. Plaintiffs each came
15 forward and worked directly with my offices in analyzing the claims and documents, providing
16 valuable information. (See Plaintiffs' declarations for supporting information.) Indeed, their
17 participation was an essential element of Defendant's desire to mediate and of the pre and post
18 mediation analysis that allowed Class Counsel to settle the case. In addition to foregoing
19 separate individual claims, they also took on various risks, including the risk that they could have
20 been ordered to pay Defendant's costs if he lost and the risk of retaliation and being black-listed
21 in the industry. They also provided a full release of all claims. Defendant does not oppose the
22 requested service award.

23 **SUBMISSION TO THE LWDA**

24 29. The Motion and declarations, including the Settlement Agreement, have
25 concurrently been submitted to the LWDA. (See Exhibit "C").

26 **EXHIBITS AND CONCLUSION**

27 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
28 "A."

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 16, 2025, at Riverside, California.

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

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KENNETH PEFFER and REGINA
VILLEGAS, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiffs,

vs.

DILLARD-LEWIS, INC., a North Carolina
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2223428
*[Assigned to Hon. Christian Towns, Dept
S26, for all purposes]*

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

1 This Class Action Settlement Agreement and Release of Claims is entered into by and
2 between Plaintiffs Kenneth Peffer and Regina Villegas (“Plaintiffs”), individually and on behalf
3 of all others similarly situated, and on behalf of the State of California, on the one hand, and
4 Defendant Dillard-Lewis, Inc. (“Defendant”), on the other, and is approved by the Parties’
5 respective counsel of record, subject to the terms and conditions hereof and the Court’s approval.

6 **A. Definitions**

7 1. “Action” or “Lawsuit” means and refers to the case entitled *Peffer v. Dillard-*
8 *Lewis, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2223428.

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

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

21 4. “Aggrieved Employee(s)” means all current and former nonexempt employees
22 employed by Defendant in California at any time during the PAGA Period.

23 5. “Agreement” or “Settlement Agreement” or “Settlement” shall mean this Class
24 Action and PAGA Settlement Agreement and Release of Claims.

25 6. “Class” is defined all current and former nonexempt employees employed by
26 Defendant in California at any time during the Class Period.

27 7. “Class Member(s)” refers to individual members of the Class.
28

1 8. “Class Counsel” refers to Brian Mankin and Kristina Carlson of Lauby, Mankin
2 & Lauby LLP.

3 9. “Class Data” means a complete list that Defendant will diligently and in good
4 faith compile from its records and provide to the Administrator on one spreadsheet which shall
5 include, for each Class Member, the individual’s full name, last known address, Social Security
6 Number, total Weeks Worked as a Class Member during the PAGA Period and the Class Period.

7 10. “Class Period” is deemed to be any time during the period of October 13, 2018,
8 through June 3, 2024.

9 11. “Class Representatives” or “Plaintiffs” means and refers to Plaintiffs Kenneth
10 Peffer and Regina Villegas.

11 12. “Complaint” refers to the operative first amended class and PAGA representative
12 action complaint filed in the Action.

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

15 14. “Defendant” means and refers to Dillard-Lewis, Inc.

16 15. “Defendant’s Counsel” or “Defense Counsel” means and refers to SV
17 Employment Law Firm, PC.

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

27 17. “Escalator Clause:” Defendant represents that there are approximately 148 Class
28 Members, who collectively worked a total of approximately 7,791 Work Weeks during the

1 period from January 1, 2020 to December 31, 2023. The Parties agree that if the total count of
2 Work Weeks in the Class Period exceeds 12,098 (which is Defendant's representation for the
3 period January 1, 2020 to December 31, 2023, extrapolated to cover the Class Period, plus 10%),
4 then the Settlement Amount shall increase by \$45.46 for each Work Week above 12,098.

5 18. "Final Approval" refers to the order of the Court granting final approval of this
6 Settlement Agreement and entering a judgment approving this Agreement on substantially the
7 terms provided herein or as may be modified by subsequent agreement of the Parties.

8 19. "Individual Class Payment" refers to each Participating Class Member's share of
9 the Net Settlement Amount, as further discussed in Paragraph 48(c) below.

10 20. "Individual PAGA Payment" refers to each Aggrieved Employee's share of the
11 PAGA Penalties, as further discussed in Paragraph 48(h) below.

12 21. "Net Settlement Amount" is the Settlement Amount less the Attorneys' Fees and
13 Costs Award (defined in Paragraph 48(f) below), the Service Payment to the Class
14 Representative as awarded by the Court, the Administration Costs, and PAGA Penalties.

15 22. "Notice" means the notice of proposed class settlement that will be sent to the
16 Class Members and which will advise each Class Member of the settlement and his or her
17 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the
18 setting of a Final Approval Hearing.

19 23. "Response Deadline" is 30 calendar days from the date the Notice is mailed to the
20 Class Members.

21 24. "Objecting Class Member" means a Class Member, other than Plaintiffs, who
22 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 69(c)
23 below.

24 25. "PAGA Penalties" means the amount that the Parties have agreed to pay to the
25 Labor and Workforce Development Agency ("LWDA") in connection with the California Labor
26 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well
27 as the Individual PAGA payment allocated to each Aggrieved Employee.
28

1 26. “PAGA Period” is deemed to be any time during the period of October 13, 2021,
2 through June 3, 2024.

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

6 28. “Parties” means Plaintiffs and Defendant, collectively.

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

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

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

20 32. “Released Class Claims” or “Class Claims” by the Participating Class Members
21 upon Final Approval of the Settlement will include the claims stated in the Complaint and those
22 claims that reasonably could have been brought based upon the facts in the Complaint, including
23 but not limited to: (a) failure to pay straight or minimum wages, (b) failure to pay overtime or
24 doubletime wages, (c) failure to provide meal periods or premium payments in lieu thereof, (d)
25 failure to provide rest breaks or premium payments in lieu thereof, (e) failure to reimburse
26 business expenses, (f) failure to timely pay all wages due and owing each pay period and upon
27 separation of employment, including but not limited to straight, minimum, regular, doubletime
28 and overtime wages, wage premiums, vacation wages, among others, (g) failure to provide

1 accurate itemized wage statements, (h) unfair and unlawful competition, and (i) all other claims
2 for statutory penalties based on the facts or claims alleged in the Complaint and those claims that
3 reasonably could have been brought upon the facts of the Complaint. The Released Class Claims
4 include claims pursuant to California Labor Code sections 200, 201, 202, 203, 204, 208, 210,
5 218.6, 221, 222, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198,
6 1199, and 2802; the applicable IWC Wage Order; Cal. Code of Regs., tit. 8, section 11090;
7 Business and Professions Code section 17200, et seq.; and Code of Civil Procedure section
8 1021.5. The time period governing the Released Class Claims shall be the Class Period.

9 33. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims
10 that Plaintiffs alleged against the Released Parties, on behalf of the Aggrieved Employees and
11 the State of California, based on the facts stated in the Complaint and in the relevant LWDA
12 notice letters, including all PAGA claims seeking civil penalties premised upon: (a) failure to
13 pay straight or minimum wages, (b) failure to pay for overtime or doubletime wages, (c) failure
14 to provide meal periods or premium payments in lieu thereof, (d) failure to provide rest breaks or
15 premium payments in lieu thereof, (e) failure to reimburse business expenses, (f) failure to timely
16 pay all wages due and owing each pay period and upon separation of employment, including but
17 not limited to straight, minimum, regular, doubletime and overtime wages, wage premiums,
18 vacation wages, among others, (g) failure to provide accurate itemized wage statements, (h)
19 failure to maintain employment records, and (i) all other claims for civil penalties recoverable
20 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or
21 claims alleged in the Complaint and those claims that reasonably could have been brought upon
22 the facts of the Complaint. The time period governing the Released PAGA Claims shall be any
23 time during the PAGA Period.

24 34. “Released Parties” means Defendant and its parents, subsidiaries, directors,
25 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
26 and present, and each of them and anyone acting in concert with foregoing.
27
28

1 35. “Release” shall mean the release and discharge of (1) the Released Class Claims
2 by Plaintiffs and all Participating Class Members and their assignees; and, (2) the Released
3 PAGA Claims by Plaintiffs on behalf of the Aggrieved Employees and the State of California.

4 36. “Release Period” shall be the time period governing the Released Class Claims,
5 which shall be the same as the Class Period.

6 37. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 69(a)
7 below.

8 38. “Service Payments” or “Service Awards” means the amount approved by the
9 Court to be paid to Class Representatives in addition to their Individual Class Payment as a
10 Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

11 39. “Settlement Amount” is \$550,000.00, subject to increase only as to the Escalator
12 Clause. With the exception of employer-side payroll taxes, the Settlement Amount shall be used
13 to satisfy all of Defendant’s liabilities arising from the Lawsuit and Settlement, which is
14 inclusive of payments to the Participating Class Members, PAGA Penalties to the State and
15 Aggrieved Employees, attorneys’ fees and litigation costs, third party administrator (“Settlement
16 Administrator”) costs, service enhancement to the Class Representatives, and interest.
17 Defendant shall be required to separately pay the employers’ share of payroll taxes due on the
18 wage portion of the Individual Settlement Payments to the Participating Class Members, as
19 further discussed in Paragraph 48(a) below.

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

25 **B. General Terms**

26 41. On October 12, 2022, Plaintiff Pepper submitted his Notice Letter to the LWDA
27 and Defendant in connection with the alleged PAGA violations.
28

1 42. On October 13, 2022, Plaintiff Pepper filed a putative class action complaint
2 against Defendant in San Bernardino County Superior Court. After the LWDA declined to assert
3 jurisdiction over the PAGA claims, Plaintiffs filed the operative First Amended Complaint,
4 alleging putative class and representative PAGA claims, including: (a) failure to pay minimum
5 wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to
6 provide rest breaks, (e) failure to reimburse business expenses, (f) failure to pay all wages due
7 and owing each pay period and upon separation of employment, including but not limited to
8 minimum, regular, and overtime wages, wage premiums, vacation wages, among others (g)
9 failure to provide accurate itemized wage statements, (h) unfair and unlawful competition, and
10 (i) related claims under PAGA.

11 43. Defendant denies Plaintiffs' claims and allegations and contends that the Action is
12 not suitable for class certification.

13 44. The Class Representatives believe they can proceed with the representative and
14 class claims, that the Action is meritorious, and that class certification is appropriate.

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

26 46. On April 4, 2024, Plaintiffs and Defendant participated in a full-day mediation
27 with Hon. Jonathan Cannon (Ret.), a well-respected wage-and-hour mediator. At the conclusion
28 of mediation, extensive arms-length negotiations, and after issuance of a mediator's proposal, the

Parties reached a global settlement and entered into this Settlement. The Parties entered into a Memorandum of Understanding on April 30, 2024, memorializing the material terms of the settlement (“Memorandum of Understanding”).

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

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

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which will increase only if the Escalator Clause described at Paragraph 17 of this Agreement is implicated. Defendant also will be obliged to separately pay the employer’s share of payroll taxes owed on the wage portion of the Individual Class Payments. Other than the employer’s share of payroll taxes, the Settlement Amount is the maximum amount that will be paid by Defendant (subject to increase only if the Escalator Clause is implicated) and includes Individual Class Payments, Class Counsel’s Attorneys’ Fees and Costs Award, the Service

1 Payment to the Class Representative, Administration Costs, and PAGA Penalties.

2 (b) Net Settlement Amount: The Net Settlement Amount shall be paid to
3 Participating Class Members in full. If the Court reduces the Attorneys' Fees and Costs Award,
4 Service Award, or Administration Costs, or either increases or decreases the amount allocated to
5 the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated
6 to the Participating Class Members.

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

18 (d) Allocation of Individual Class Payments: The Individual Class Payments
19 to Participating Class Members will be allocated as follows: 20% will be allocated as wages
20 subject to withholding of all applicable local, state and federal taxes; and, 80% will be allocated
21 for all other non-wage claims (pursuant to, e.g., Labor Code section 2802), statutory penalties
22 (pursuant to, e.g., California Labor Code sections 203, 210, 226), and interest from which no
23 taxes will be withheld. The Administrator will issue to each Participating Class Member an
24 Internal Revenue Service Form W-2 and comparable state forms with respect to the wage
25 allocation and a Form 1099 with respect to the allocations to non-wage claims, penalties and
26 interest.

27 (e) Service Payment to Class Representative: The amount, if any, awarded to
28 the Class Representatives as a Service Payments will be set by the Court in its discretion, not to

1 exceed \$10,000 to each Plaintiff, in exchange for the service that Plaintiffs performed on behalf
2 of the Class. Defendant agrees not to oppose this request. The Service Payments to the Class
3 Representatives will be paid out of the Settlement Amount. The Class Representatives will be
4 issued an IRS Form 1099 in connection with this payment and shall be solely and legally
5 responsible to pay all applicable taxes on this payment. The Parties agree that any amount
6 awarded as the Service Payments to the Class Representatives less than the requested amount
7 shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court
8 approve a lesser amount for the Service Payments, the difference shall be added to the Net
9 Settlement Amount to be distributed to the Participating Class Members.

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

23 (g) Administration Costs: The fees and other charges of the Administrator
24 will be paid from the Settlement Amount, not to exceed \$6,000, unless (1) the Escalator Clause
25 is triggered (whereby any reasonable increase in Administration Costs shall be paid from the
26 increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all
27 Parties and the Court.
28

1 (h) PAGA Penalties: The Parties agree that \$40,000 is allocated to PAGA
2 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
3 amount, \$30,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
4 Private Attorney General Act of 2004 (“PAGA”) and \$10,000 (25%) will form the Individual
5 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
6 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
7 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
8 Settlement.

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

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

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

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

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

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

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

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

9 52. Class Representatives, on behalf of themselves and the Class, acknowledge and
10 agree that the claims for unpaid wages and untimely payment of wages in the Action are
11 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
12 them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that
13 Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
14 in pertinent part as follows: "An employer shall not require the execution of any release of any
15 claim or right on account of wages due, or to become due, or made as an advance on wages to be
16 earned, unless payment of those wages has been made."

17 **E. Release of PAGA Claims**

18 53. Upon entry of the Final Approval Order and Defendant's funding of the
19 Settlement Amount and the required employer-side payroll taxes, Plaintiffs – in their individual
20 capacity and on behalf of the State of California and LWDA – shall completely release and
21 discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

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

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1 **F. Release by Plaintiffs and Class Representatives**

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

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

22 58. Plaintiffs agree that there is a risk that any injury that he or she may have suffered
23 by reason of the Released Parties' relationship with him might not now be known, and there is a
24 further risk that said injuries, whether known or unknown at the date of this Settlement
25 Agreement, might possibly become progressively worse, and that as a result thereof further
26 damages may be sustained. Nevertheless, Plaintiffs agree to forever and fully release and
27 discharge the Released Parties, and understands that by the execution of this Settlement
28 Agreement no further claims for any such injuries that existed at the time of the execution of this

1 Settlement Agreement may ever be asserted by Plaintiffs with respect to claims arising in the
2 time period from the beginning of time to the execution of this Settlement Agreement.

3 59. Plaintiffs expressly waive and relinquish all rights and benefits afforded by
4 Section 1542 of the Civil Code of the State of California and does so understanding and
5 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
6 of the State of California states:

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

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

22 **G. Interim Stay of Proceedings**

23 60. Pending completion of all of the prerequisites necessary to effectuate this
24 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
25 effective as of the date the Parties entered into that Memorandum of Understanding dated April
26 30, 2024, except such as is necessary to effectuate the Settlement.

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1 **H. Notice Process**

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

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

20 63. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
21 Order, Defendant shall provide the Class Data to the Administrator. The Administrator will run a
22 check of the Class Members' addresses against those on file with the U.S. Postal Service's
23 National Change of Address List. The Class Data provided to the Administrator will remain
24 confidential and will not be used or disclosed to anyone, except as required by applicable tax
25 authorities, pursuant to Defendant's express written consent, or by order of the Court. Although
26 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
27 Counsel from communicating with Class Members regarding the Action and Settlement.
28

1 64. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
2 shall provide an anonymized spreadsheet to Class Counsel and Defense Counsel containing a
3 preliminary calculation of all payments to be paid from the Settlement Amount, including the
4 estimated Individual Class Payments to each Class Member and Individual PAGA Payments to
5 each Aggrieved Employee. Under no circumstances will personally identifiable information
6 (including names, addresses, account numbers and social security numbers) be disclosed to Class
7 Counsel. The information will be anonymized and a person's name shall be redacted and a
8 control number used in place of the name. In the event that the total Workweeks worked by all
9 Class Members triggers the Escalator Clause, the Administrator shall notify the Parties of the
10 increased Settlement Amount, and related increased payments from the Settlement Amount,
11 including increased Attorneys' Fees and Costs and any increased Administration Costs, all of
12 which shall be subject to Court approval.

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

18 66. Returned Notice Packets. The Administrator will take steps to ensure that the
19 Notice is received by all Class Members, including utilization of the National Change of Address
20 Database maintained by the United States Postal Service to review the accuracy of and, if
21 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
22 updated address is located within ten (10) calendar days following both the Administrator
23 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
24 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
25 request or objection must be returned by the later of the Response Deadline or fifteen (15) days
26 after the remailing of the Notice.
27
28

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

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

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

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

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

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

3 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
4 *PEFFER v. DILLARD-LEWIS, INC.* LAWSUIT. I UNDERSTAND
5 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
6 CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
7 PAYMENT FROM THIS LAWSUIT.”

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

23 (b) Binding Effect on Participating Class Members. All Participating Class
24 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and
25 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
26 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
27 Settlement.
28

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

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

25 (e) Responses to Objections. Counsel for the Parties may file a response to
26 any objections submitted by an Objecting Class Member at least five (5) court days before the
27 date of the Final Approval Hearing.
28

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

5 71. Defendant's Option to Terminate. If ten or more Class Members submit requests
6 for exclusion, Defendant, at its sole option, may nullify the Settlement within fifteen (15)
7 calendar days of learning that 10 or more of the Class Members timely and properly requested
8 exclusion from the Settlement.

9 72. Funding of the Settlement Amount. Defendant shall fund the Settlement Amount
10 within 15 days after the Effective Date (plus any employer payroll tax obligations owed) to the
11 Settlement Administrator.

12 73. Acceleration Clause. In the event that Defendant fails to make any payments
13 outlined above within 7 calendar days of the respective due date, Class Counsel shall send a
14 notice of default to Defense Counsel. Defendant will then have seven (7) calendar days after
15 issuance of the notice of default to cure and bring all payments up to the current required
16 amount. If Defendant fails to timely cure the late payment, all remaining balances shall
17 immediately become due and payable.

18 74. Distribution of Funds. No later than ten (10) calendar days after the receipt of
19 each payment referenced in Paragraph 71 above, the Settlement Administrator will issue the
20 Individual Class Payments to the Participating Class Members, the payment to Class Counsel for
21 the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, the
22 payment to the LWDA for PAGA Penalties, the Individual PAGA Payments to Aggrieved
23 Employees for PAGA Penalties, and will pay itself the Settlement Administration Costs
24 according to the percentages and/or amounts set forth herein.

25 75. Deadline for Cashing Settlement Checks. Participating Class Members and
26 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
27 Administrator to cash each settlement check. If a check is not cashed within the 180-day period,
28 the check will be voided, and a stop-payment will be issued. If the first installment is not cashed

1 within 180 days, the Settlement Administrator will hold the funds in trust, pending a request by
2 the recipient to have the payment reissued. However, once 180 days has passed after the final
3 check is mailed to the Participating Class Members and Aggrieved Employees, the Settlement
4 Administrator shall issue all unclaimed funds (from both installments) to the California State
5 Controller's Office in the name of the Participating Class Member or Aggrieved Employee,
6 unless practice and precedent in the San Bernardino courts requires the funds to go to a *cy pres*
7 recipient. In that case, the Parties agree that Disabled American Veterans Charitable Service
8 Trust is an appropriate *cy pres* recipient, as and if necessary. The Release will be binding upon
9 all Participating Class Members and Aggrieved Employees even if they do not cash their checks
10 within the 180-day period. In the event that any settlement check is returned to the Settlement
11 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
12 business days of receipt of the returned settlement check, perform a skip trace to locate the
13 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
14 located by these means, the Administrator will have ten (10) business days to re-issue the check.
15 Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator
16 will have any liability for lost or stolen settlement checks, forged signatures on settlement
17 checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the
18 event a Participating Class Member or Aggrieved Employee notifies the Settlement
19 Administrator that he or she believes that a settlement check has been lost or stolen, the
20 Settlement Administrator shall immediately stop payment on such check. If the check in
21 question has not been negotiated prior to the stop payment order, the Settlement Administrator
22 will issue a replacement check.

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

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

- 27 (a) Approving as to form and content the proposed Notice;
28

(b) Directing the mailing of the Notice by first class mail to the Class Members;

(c) Preliminarily approving this Settlement;

(d) Preliminarily certifying the class for purposes of this Settlement;

(e) Advising the LWDA of the proposed Settlement; and

(f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate.

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

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

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

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

(c) Entering judgment approving settlement.

K. Voiding the Agreement

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

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

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

4 **L. Other Terms**

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

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

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

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

22 85. No Admission. Defendant denies any and all liability to Plaintiffs and/or any
23 Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that
24 were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to
25 settle and compromise the matters at issue in the Complaint to avoid further substantial expense
26 and the inconvenience and distraction of protracted and burdensome litigation. Defendant has
27 taken into account the uncertainty and risks inherent in litigation, and without conceding any
28 infirmity in the defenses that they have asserted or could assert against Plaintiffs, has determined

1 that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the
2 terms and conditions set forth in this Agreement.

3 86. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
4 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
5 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
6 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
7 Agreement with the intention of avoiding further disputes and litigation with the attendant
8 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
9 related documents such as the notices, and motions for preliminary and final approval, shall,
10 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
11 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
12 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
13 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
14 approved, the stipulation will be of no force or effect.

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

19 *To the Class:*

20 Brian J. Mankin
21 *brian@lmlfirm.com*
22 Lauby, Mankin & Lauby LLP
23 5198 Arlington Ave, PMB 513
24 Riverside, CA 92504
25 Tel: (951) 320-1444 | Fax: (951) 320-1445

26 *To Defendant:*

27 Jade Butman, Esq.
28 *jbutman@svelf.com*
SV Employment Law Firm, PC
160 Bovet Road, #401
San Mateo, CA 94402
Tel: 650-265-0222 | Fax: 650-265-0223

1 88. Construction. The Parties hereto agree that the terms and conditions of this
2 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
3 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
4 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs
5 and Defendant expressly waive the common-law and statutory rule of construction that
6 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
7 and represent that the language in all parts of this Agreement shall be in all cases construed as a
8 whole, according to its fair meaning.

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

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

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

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

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

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

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

11 Dated: Sep 18, 2024

PLAINTIFF AND CLASS REPRESENTATIVE

12
13 
Kenneth peffer (Sep 18, 2024 16:43 PDT)

14 Kenneth Pfeffer

15 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

16
17
18 _____
Regina Villegas

19 Dated: _____

DEFENDANT DILLARD-LEWIS, INC.

20
21 _____
By: Steven R. Hester, its Vice President

22 **APPROVED AS TO FORM:**

23 Dated: _____

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

25
26
27 _____
Brian J. Mankin
Attorneys for Plaintiffs

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9 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
10 signatures shall have the same force and effect as an original.

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

12
13
14 _____
Kenneth Peffer

15 Dated: Sep 25, 2024 **PLAINTIFF AND CLASS REPRESENTATIVE**

16
17 
18 Regina Knox (Sep 25, 2024 10:07 PDT)
Regina Villegas

19 Dated: _____ **DEFENDANT DILLARD-LEWIS, INC.**

20
21 _____
22 By: Steven R. Hester, its Vice President

23 **APPROVED AS TO FORM:**

24 Dated: Sept. 25, 2024 **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

25
26 
27 _____
28 Brian J. Mankin
Attorneys for Plaintiffs

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10 signatures shall have the same force and effect as an original.

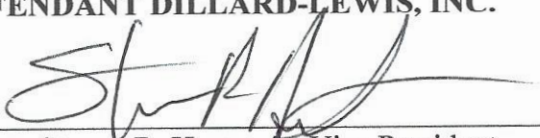
11 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

12
13
14 _____
Kenneth Peffer

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

16
17
18 _____
Regina Villegas

19 Dated: September 25, 2024 **DEFENDANT DILLARD-LEWIS, INC.**

20
21 
22 _____
By: Steven R. Hester, its Vice President

23 **APPROVED AS TO FORM:**

24 Dated: _____ **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

25
26
27 _____
Brian J. Mankin
Attorneys for Plaintiffs

1 Dated: September 25, 2024

2 **DEFENSE COUNSEL**
SV EMPLOYMENT LAW FIRM, PC

3 *Jade Butman*
4 Jade Butman, Esq.
5 Attorneys for Defendant
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EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
 Group By Staff Member Group
 Client - Project = Peffer v Dillard-Lewis (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>Kenneth Peffer</u>									
<u>Peffer v Dillard-Lewis</u>									
10-12-2022	Approved	Fees to LWDA to submit PAGA letter	Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
10-12-2022	Approved	48 copies @ .06 each for Letters to company	Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	48.00	2.88
10-12-2022	Approved	Postage for October 2022	Billable	E108 Postage	Chiarito, Tracie	37.40	0.00	1.00	37.40
10-25-2022	Approved	86 copies @ .06 each - letter to company (Villegas)	Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	86.00	5.16
02-22-2023	Approved	San Bernardino Superior Court fees to fax file complaint	Billable	E112 Court fees	Chiarito, Tracie	1,464.00	0.00	1.00	1,464.00
02-28-2023	Approved	TurboCourt Order #7730345 - file FAC	Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
04-07-2023	Approved	TurboCourt Order #7860742 - file Notice and Acknowledgment of Receipt	Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
05-12-2023	Approved	Courtcall ID #11695757 for 5/12/23 CMC	Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
11-03-2023	Approved	File Plaintiff Case Management Statement	Billable	Attorney Service	Chiarito, Tracie	18.62	0.00	1.00	18.62
11-14-2023	Approved	Courtcall ID #11764134 for 11/13/23 CMC	Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
11-15-2023	Approved	OneLegal Order #21558067 - file IDC Brief	Billable	Attorney Service	Chiarito, Tracie	51.48	0.00	1.00	51.48
12-15-2023	Approved	JAMS Inv #1200061406 for 2/29/24 mediation w Judge Cannon	Billable	E125 Mediation fees	Chiarito, Tracie	6,400.00	0.00	1.00	6,400.00
04-11-2024	Approved	Berger Consulting Inv #10555	Billable	E119 Experts	Chiarito, Tracie	3,870.00	0.00	1.00	3,870.00
10-16-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	163.05	0.00	1.00	163.05

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = Peffer v Dillard-Lewis (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>Kenneth Peffer</u>									
<u>Peffer v Dillard-Lewis</u>									
Bosco Inv #11986474									
File and conform.									
-Motion									
-Declaration x4									
-Proposed Order									
advance fee									
Court: San Bernardino County Superior Court - Central District									
Completed on: 10/15/2024									
02-07-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11897457 for 2/6/25 MPA									
02-07-2025	Approved		Billable	E112 Court fees	Chiarito, Tracie	3.14	0.00	1.00	3.14
Receipt for San Bernardino Superior Court for copy of signed PA order									
05-16-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	350.00	0.00	1.00	350.00
Estimated costs to file Motion for Final Approval and supporting documents via Bosco									
06-10-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated costs for Courtcall for MFA hearing									
Project Total								12,820.63	
Client Total								12,820.63	
Grand Total								12,820.63	

EXHIBIT “C”