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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MARK SUAREZ, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. MONZON & SON ENTERPRISES, INC., a California Corporation; MONZON & SON EQUIPMENT TRANSPORT INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2225078 *[Assigned to the Hon. Kevin Lee, 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 5, 2026 Time: 8:30 a.m. Dept.: S26

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 Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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COUNSEL'S EXPERIENCE

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

3. I have handled well over 500 employee vs. employer litigation matters during my nearly 25 years in practice. Over the last 19 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $300 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

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

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 Class, as conditionally certified by this Court, consists of all current and former nonexempt, California resident truck drivers employed by Defendants during the Class Period of November 4, 2018, through October 31, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately $181,288.61, after the deductions set forth in the chart below:

Gross Settlement Amount	**$ 327,945.45**
Attorneys' Fees (1/3)	$ 109,315.15
Litigation Costs	$ 10,391.69
Administrator Costs	$ 6,950.00
PAGA Penalties	$ 10,000.00
Class Representative Service Awards	$ 10,000.00
Net Settlement Amount	**$ 181,288.61**

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 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 that 99.34% 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 Plaintiff's motion for preliminary approval and the declarations

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

ADEQUACY OF COUNSEL AND REASONABLENESS OF REQUESTED FEE AND COST AWARDS

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

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

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

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

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a common fund settlement amount of $327,945.45, whereby some Class Members will receive as much as $2,830.59. This is an *excellent result* in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive litigation, discovery, preparation, investigation, mediation, and substantial work thereafter.

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

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

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

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

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

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

23. At my office, this case was primarily handled by my senior associate attorney, Peter Carlson, while I performed the role of the supervising attorney. As set forth in his declaration, Mr. Carlson works exclusively with me on employment law matters. He has been in practice for 12 years and bills at the hourly rate of $750/hour. I have been in practice for nearly 25 years, with most of those years handling complex litigation and for over the last 19 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

24. Class Counsel's hourly rates are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are: $777/hour for an 8–10-year attorney, $878/hour for a 11–19-year attorney, and $1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023 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 $179,700, resulting in a <u>*negative*</u> 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**	**24**	**$950**	**54** [2]	**$51,300**
Peter Carlson (Senior Associate)	**Handling Attorney**	**12**	**$750**	**171.2**	**$128,400**
Grand Total					**$179,700**

[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.

26. 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. Defendants do not oppose this fee request.

27. 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, fax transmission expenses, transportation, mediator fees, and other incidental expenses directly related to this action. The Settlement Agreement provided up to $25,000 in costs. Through final approval, my office incurred $10,391.69 in litigation costs (see Exhibit "B" attached hereto). The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

28. 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 offices in analyzing the claims and documents, providing valuable information. (See his declarations for supporting information.) Indeed, his participation was an essential element of Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. In addition to foregoing separate individual claims, he also took on various risks, including the risk that he could have been ordered to pay Defendants' 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. Defendants do not oppose the requested service award.

SUBMISSION TO THE LWDA

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

EXHIBITS AND CONCLUSION

30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "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 13, 2026, at Riverside, California.

By:____________________________
Brian J. Mankin, Esq.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MARK SUAREZ, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. MONZON & SON ENTERPRISES, INC., a California Corporation; MONZON & SON EQUIPMENT TRANSPORT INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2225078 *[Assigned to Hon. Christian Towns, Dept S26, for all purposes]* **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Class Action Settlement Agreement and Release of Claims is entered into by and between Plaintiff Mark Suarez ("Plaintiff"), individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendants Monzon & Son Enterprises, Inc., Monzon & Son Equipment Transport Inc., and Kelvin J. Monzon (collectively, "Defendants") (hereinafter, Plaintiff and Defendants are collectively referred to as the "Parties" and individually as a "Party"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. <u>Definitions</u>

1. "Action" or "Lawsuit" means the case entitled *Suarez v. Monzon & Son Enterprises, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB22250789.

2. "Administrator" means ILYM Group, Inc., the third-party class action settlement administrator agreed to by the Parties, that will administer this Settlement as described in this Agreement.

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

4. "Aggrieved Employee(s)" means all current and former nonexempt, California resident truck drivers employed by Defendants in California during the PAGA Period.

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

6. "Class" means all current and former nonexempt, California resident truck drivers employed by Defendants in California during the Class Period.

7. "Class Member(s)" means individual members of the Class.

8. “Class Counsel” means Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

9. “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.

10. “Class Data” means the Class Member identifying information in Defendants’ possession, including each Class Member’s full name, last known address, Social Security number, and dates of employment, which Defendants will diligently and in good faith compile from their records and provide to the Administrator on one spreadsheet.

11. “Class Period” means the period of November 4, 2018, through October 31, 2024.

12. “Class Representative” or “Plaintiff” means Plaintiff Mark Suarez.

13. “Class Representative Service Payment” means the amount approved by the Court to be paid to Class Representative Mark Suarez for initiating the Action and providing services in support of the Action, in addition to his Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

14. “Complaint” means the operative first amended class and PAGA representative action complaint filed in the Action, along with the Doe amendment thereto.

15. “Court” or “Judge” means the California Superior Court, County of San Bernardino.

16. “Defendants” means Monzon & Son Enterprises, Inc., Monzon & Son Equipment Transport Inc., and Kelvin J. Monzon.

17. “Defendants’ Counsel” or “Defense Counsel” means Procopio, Cory, Hargreaves & Savitch LLP.

18. “Effective Date” means the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the

date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

19. "Final Approval" means the Court's order granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties.

20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

21. "Gross Settlement Amount" means $300,000.00, subject to the Escalator Clause defined in Paragraph 55(b) below and exclusive of Defendants' obligation to fund the employer share of payroll taxes, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Costs.

22. "Individual Class Payment(s)" refers to each Participating Class Members' share of the Net Settlement Amount, as further discussed in Paragraph 55(d) below.

23. "Individual PAGA Payment(s)" refers to each Aggrieved Employees' share of the PAGA Penalties, as further discussed in Paragraph 55(i) below.

24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

26. "LWDA Notice Letter" means the notice letter Plaintiff filed with the LWDA on November 4, 2022, pursuant to Labor Code section 2699.3, subd. (a).

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

28. "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 Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments, as described further in Paragraph 55(d) below.

29. "Notice" means the notice of proposed class settlement that will be sent to the Class Members and which will advise each Class Member of the Settlement and each Class Member's estimated Individual Class Payment and Individual PAGA Payment, and will further advise Class Members of the setting of a Final Approval Hearing.

30. "Objecting Class Member" means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 76(c) below.

31. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).

32. "PAGA Pay Periods" means any and all pay periods during the PAGA Period during which an Aggrieved Employee worked at least one day in California for Defendants.

33. "PAGA Penalties" means the total amount that the Parties have agreed to be paid from the Gross Settlement Amount in Settlement of Plaintiff's PAGA claims, allocated 75% to the LWDA and 25% to the Aggrieved Employees.

34. "PAGA Period" means the period of November 4, 2021, through October 31, 2024.

35. "Participating Class Member" means any and all Class Members who are deemed to participate in the Settlement and receive an Individual Class Payment, and do not opt-out by submitting timely, valid Requests for Exclusion.

36. "Parties" means Plaintiff and Defendants, collectively.

37. "Preliminary Approval Date" means the date the Court grants preliminary approval of the Settlement Agreement and enters the Preliminary Approval Order.

38. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a Final Approval Hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Provided that the motion is consistent with the terms herein, Defendants will not object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

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

40. “Released Class Claims” or “Class Claims” means all claims, rights, demands, liabilities and causes of action that were alleged in the Complaint, or that reasonably could have been alleged based upon the facts stated in the Complaint, during the Class Period, including, but not limited to: (1) failure to pay minimum wages, (2) failure to pay for nonproductive time under Labor Code § 226.2, (3) failure to reimburse business expenses, (4) failure to pay vested vacation, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, (7) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

41. “Released PAGA Claims” or “PAGA Claims” means all claims for PAGA penalties based on the Labor Code violations alleged in the Complaint and the LWDA Notice Letter, or that reasonably could have been based on the facts stated in the Complaint and in the LWDA Notice Letter, including all PAGA claims for: (1) failure to pay minimum, overtime, and doubletime wages, (2) failure to pay for nonproductive time under Labor Code § 226.2, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure to pay meal and rest period premiums at the regular rate of pay, (6) failure to pay paid sick leave at the regular rate of pay, (7) failure to reimburse business expenses, (8) failure to pay vested vacation or paid time off, (9) failure to timely pay wages each period, (10) failure to timely pay wages upon separation of employment,

(11) failure to provide accurate itemized wage statements, (12) failure to maintain accurate records, and (13) all other claims for civil penalties recoverable under the PAGA based on the facts or claims alleged in the LWDA Notice Letter and Complaint, as well as claims for attorneys' fees and costs arising out of the claims above. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

42. "Released Parties" means Defendants and their present and former parents, affiliates, divisions, subsidiaries, joint ventures and all of their past and present directors, owners, shareholders, officers, agents, attorneys, insurers, servants, joint employers, employees, members, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, profit sharing, savings, health and other employee benefit plans of any nature, and the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

43. "Release" means the release and discharge of the Released Class Claims by Plaintiff and all Participating Class Members and their assignees.

44. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member, as described further in Paragraph 76(a) below.

45. "Response Deadline" means thirty (30) calendar days from the date the Notice is mailed to the Class Members, or for Notices that are re-mailed thirty (30) calendar days from the date the Notice was originally mailed or fifteen (15) calendar days after the remailing of the Notice, whichever is later.

46. "Work Weeks" or "Weeks Worked" in the context of a Class Member means any and all work weeks during the Class Period during which the Class Member worked at least one day in California for Defendants.

B. General Terms

47. On November 4, 2022, Plaintiff filed the instant putative class action complaint alleging that Defendants violated various sections of the Labor Code. On the same day, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Then, on about March 13, 2023, Plaintiff filed a First Amended Complaint adding causes of action under PAGA. Defendants Monzon & Son Enterprises, Inc. and Monzon & Son Equipment Transport Inc. filed their Answer to the First Amended Complaint on or about May 24, 2023. Plaintiff later filed a Doe amendment, adding Kelvin J. Monzon as a Defendant, and Mr. Monzon filed his Answer on May 23, 2024.

48. Defendants generally and specifically deny any and all liability or wrongdoing of any kind associated with Plaintiff's claims and the allegations in the Action. Defendants dispute that any wages, damages, and penalties claimed by Plaintiff, alleged in the Complaint, or alleged in the LWDA Notice Letter are owed, and further contends that the Action is not suitable for class certification or representative treatment, other than for the limited purpose of effectuating this Settlement. Defendants assert a number of defenses to the alleged claims, and contend that they have made a good faith effort to comply with applicable California and federal law during the Class Period. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement is or may be construed as a concession, admission, or indication by or against Defendants, or any of the Released Parties, of any fault, wrongdoing, or liability whatsoever. This Agreement is not a concession or admission by Defendants that Plaintiff can serve as an adequate class representative, except for the limited purpose of effectuating this Settlement. There has been no determination by any court as to the merits of the claims Plaintiff asserts against Defendants or whether a class should be certified for any purpose other than settlement.

49. The Class Representative believes he can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

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

51. Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement.

52. On March 18, 2024, Plaintiff and Defendants participated in a full-day mediation with Hon. Jonathan Cannon (Ret.) (the "Mediator"), a well-respected wage-and-hour mediator. At the conclusion of mediation, the Parties did not settle, leading to Defendants filing a Motion to Compel Arbitration and extensive briefing and discovery in connection thereto. However, the Parties re-engaged the services of the Mediator and resumed negotiations, which ultimately resulted in issuance of a mediator's proposal, which all Parties accepted.

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

54. Stipulation for Class Certification. For settlement purposes only, Defendants 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. Defendants expressly reserve their rights and declare that they would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his 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

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

(a) Gross Settlement Amount: The Parties agree to settle this Action for $300,000 and no more as the Gross Settlement Amount, subject to the Escalator Clause described in Paragraph 55(b) below and Defendants' obligation to separately pay the employer's share of payroll taxes owed on the wage portion of the Individual Class Payments. The Gross Settlement Amount is the maximum amount that will be paid by Defendants and includes the Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Costs, and PAGA Penalties.

(b) Escalator Clause: Defendants represent that there are approximately 160 Class Members, who collectively worked a total of 15,000 Work Weeks from November 4, 2018, through March 15, 2024. Should the total number of Weeks Worked by the Class Members during the Class Period exceed 16,500 (which is 10% more than Defendants' representation), then Defendants, at their option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Work Weeks reaches 16,501, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Work Weeks worked by the Class Members above the 10% (*i.e.*, if there was an 11% increase in the number Work Weeks during the Class Period, Defendants would agree to increase the Gross Settlement

Amount by 1%). However, in no circumstance shall the Class Period end prior to March 18, 2024 (the date of mediation).

(c) Net Settlement Amount: The Net Settlement Amount is the Gross Settlement Amount less the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Costs, and PAGA Penalties, as approved by the Court. If the Court reduces the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, and/or Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Class.

(d) Calculation of Individual Class Payments: Individual Class Payments for the Class will be calculated and apportioned from the Net Settlement Amount based on the number of Weeks Worked by a Class Member during the Class Period. Each specific Individual Class Payment will be 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 Members' Weeks Worked. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

(e) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: 10% will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and 90% will be allocated for interest and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Administrator will issue to each Participating Class Member an Internal Revenue Service ("IRS") Form W-2 and comparable state forms with respect to the wage allocation, and an IRS Form 1099 with respect to the penalties and interest allocation.

(f) Class Representative Service Payment: The amount, if any, awarded to the Plaintiff as a Class Representative Service Payment will be set by the Court in its discretion, not to exceed $10,000, in exchange for the service that Plaintiff performed on behalf of the Class. Defendants agree not to oppose this request. The Class Representative Service Payment will be paid out of the Gross Settlement Amount. The Administrator will issue an IRS Form 1099 to the Class Representative in connection with this payment. The Class Representative shall be solely and legally responsible to pay all applicable taxes on this payment. The Parties agree that any amount awarded as the Class Representative Service Payment less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Class Representative Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Class Counsel Fees and Litigation Expenses Payments: Defendants agree to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Gross Settlement Amount ("Class Counsel Fees Payment"), and reasonable litigation costs not to exceed $25,000 ("Class Counsel Litigation Expenses Payment"). Defendants agree not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Class Counsel Fees Payment and Litigation Expenses Payment shall be paid from the Gross Settlement Amount, and, except for these payments, Defendants shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve lesser amounts than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amounts sought by Class Counsel for fees or costs shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs approved by the Court.

(h) Administration Costs: The fees and other charges of the Administrator will be paid from the Gross Settlement Amount, not to exceed $6,950.00, unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Administration Costs shall be paid from the increased Gross Settlement Amount, subject to Court approval), or (2) as otherwise approved by all Parties and the Court.

(i) PAGA Penalties: The Parties agree that $10,000 is allocated to PAGA Penalties, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, $7,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the PAGA and $2,500 (25%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a pay period basis. Each specific Individual PAGA Payment will be calculated by: (a) dividing the $2,500 portion of the PAGA Penalties by the total number of PAGA Pay Periods, and (b) multiplying the result by each Aggrieved Employee's pay periods worked during the PAGA Period. The Individual PAGA Payments which will be treated entirely as civil penalties. The Administrator shall issue an IRS Form 1099 to each Aggrieved Employee for their Individual PAGA Payment. Class Counsel shall give proper notice to the LWDA of the Settlement.

(j) Tax Liability: Class Counsel and Defendants make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel, Defendants, or Defendants' Counsel in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. The Administrator shall distribute IRS Forms 1099 in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Paragraph may be modified in a manner to bring Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS PARAGRAPH, THE "ACKNOWLEDGING

PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

(m) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent the same to the Court.

D. Release by the Participating Class Members

56. Upon entry of the Final Approval Order and Defendants' funding of the Gross Settlement Amount and the required employer-side payroll taxes, Plaintiff and the Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

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

58. Class Representative, on behalf of himself and the Class, acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself and the Class, acknowledges and agrees that Labor Code §§ 206.5 and 2804 are not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

E. Release of PAGA Claims

59. Upon entry of the Final Approval Order and Defendants' funding of the Settlement Amount and the required employer-side payroll taxes, Plaintiff, in his individual capacity and on behalf of the State of California and LWDA, and the Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

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

F. <u>Release by Plaintiff and Class Representative</u>

62. Class Representative does hereby, for himself and his spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaint and the LWDA Notice Letter; and (c) all claims arising out of, based upon, or relating to Class Representative's employment with Defendants or the remuneration for or termination of such employment (the "Class Representative's Claims").

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

64. Plaintiff agrees that there is a risk that any injury that he may have suffered by reason of the Released Parties' relationship with him might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of execution of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released Parties, and understands that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

65. Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS 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.

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

G. Interim Stay of Proceedings

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

H. Notice Process

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

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

69. Class Data. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendants shall provide the Class Data to the Administrator. The Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendants' express written consent, or by order of the Court.

Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Class Members regarding the Action and Settlement.

70. Total Workweeks. At least seven (7) calendar days prior to mailing the Notice, the Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the total Workweeks worked by all Class Members exceed 16,500 (thus triggering the Escalator Clause), Defendants shall have seven (7) calendar days to make the election to either increase the Settlement Amount or change the end date for the Class Period. If Defendants fail to make an election within the required seven-calendar-day period, the Administrator shall automatically cut off the end date for the Class Period as of the date on which the number of Work Weeks reaches 16,501. In either event, the Settlement Administrator shall notify the Parties of the increased Settlement Amount (if applicable), and related increased payments from the Settlement Amount (if applicable), including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval, and shall update Notice accordingly (including modifying the end date of the Class Period if Defendants elect that option).

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

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

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

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

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

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

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

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

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion should state:

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE MONZON & SON LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

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

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

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

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

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

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

(g) If the number of valid Requests for Exclusion exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten (10) calendar days after the Administrator sends the final list of all exclusions to Counsel; late elections will have no effect.

77. Funding of the Settlement Amount. Defendants shall, jointly and severally, fund the Settlement Amount under a two-part payment plan, as follows: (A) within 30 days after the Effective Date, Defendants shall fund fifty percent (50%) of the Gross Settlement Amount and (B) within 180 days after the Effective Date, Defendants shall fund the remaining fifty percent (50%) of the Gross Settlement Amount, plus any required amounts owed for Defendants' employer share of payroll taxes owed on Individual Class Payments.

78. Distribution of Funds. No later than ten (10) calendar days after the deposit of each installment by Defendants, the Administrator shall distribute pro-rata shares of the Individual Class Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees, the payment to Class Counsel for the Class Counsel Fees Payment and Litigation Expenses Payment, the Class Representative Service Payment to Plaintiff, the LWDA PAGA Payment to the LWDA, and Administration Costs. Because Defendants are not required to fund the employer share of payroll taxes on Individual Class Payments until the second installment

payment, the Administrator shall, after receipt of the first installment payment, ensure that the pro-rata distribution of Individual Class Payments only represent amounts payable on a 1099 basis (*e.g.*, the wage portion of the Individual Class Payments will not be distributed until after the second installment, at which time Defendants will also have funded the employer share of payroll taxes owed on Individual Class Payments).

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

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

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

I. <u>Duties of the Parties Prior to the Court's Approval</u>

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

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

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

(c) Preliminarily approving this Settlement;

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

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

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

J. <u>Duties of the Parties Following Court's Final Approval</u>

81. 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 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Costs; and

(c) Entering Judgment approving the Settlement, which shall operate to permanently bar and enjoin all Participating Class Members and Aggrieved Employees from instituting, commencing, prosecuting, or pursuing, either directly or in any other capacity, any of the claims, damages, causes of action, or claims for attorneys' fees identified as Released Class Claims and/or Released PAGA Claims in this Agreement.

K. <u>Voiding the Agreement</u>

82. 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.

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

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

L. <u>Other Terms</u>

85. <u>Waiver</u>. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

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

87. <u>Parties' Authority</u>. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

88. <u>Mutual Full Cooperation</u>. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and

cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the Settlement, and the final entry of Judgment.

89. Confidentiality Prior to Preliminary Approval. The Parties and their Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. Any communication about the Settlement to Class Members prior to the mailing of the Court-approved Notice will be limited to a statement that a Settlement has been reached and the details will be communicated in a forthcoming Court-approved Notice. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

92. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and

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

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

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

To the Class:

Brian J. Mankin
brian@lmlfirm.com
Lauby, Mankin & Lauby LLP
5198 Arlington Ave, PMB 513

Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendant:

Marie Burke Kenny (Bar No. 183640)
marie.kenny@procopio.com
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP
525 B Street, Suite 2200
San Diego, CA 92101
Tel: (619) 238.1900 | Fax: (619) 235-0398

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

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

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

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

any person or entity other than Plaintiff or Defendants.

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

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

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

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

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

-- *Signatures on Next Page* --

Dated: Aug 27, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

Mark Suarez (Aug 27, 2025 13:14:12 PDT)

Mark Suarez

Dated: ______________

DEFENDANT MONZON & SON ENTERPRISES, INC.

By: Kelvin Monzon
President

Dated: ______________

DEFENDANT MONZON & SON EQUIPMENT TRANSPORT INC.

By: Kelvin Monzon
President

Dated: ______________

DEFENDANT KELVIN J. MONZON

Kelvin J. Monzon

APPROVED AS TO FORM:

Dated: 8/27/2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: ______________

DEFENSE COUNSEL
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

Marie Burke Kenny, Esq.
Attorneys for Defendants

Dated: ______________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Mark Suarez

Dated: October 7, 2025 **DEFENDANT MONZON & SON ENTERPRISES, INC.**

DocuSigned by:
Kelvin Monzon
BDBA2B1B8DF042B...
By: Kelvin Monzon
President

Dated: October 7, 2025 **DEFENDANT MONZON & SON EQUIPMENT TRANSPORT INC.**

DocuSigned by:
Kelvin Monzon
BDBA2B1B8DF042B...
By: Kelvin Monzon
President

Dated: October 7, 2025 **DEFENDANT KELVIN J. MONZON**

DocuSigned by:
Kelvin Monzon
BDBA2B1B8DF042B...
Kelvin J. Monzon

APPROVED AS TO FORM:

Dated: ______________ **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin
Attorneys for Plaintiff

Dated: October 7, 2025 **DEFENSE COUNSEL**
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

Marie Burke Kenny
____
Marie Burke Kenny, Esq.
Attorneys for Defendants

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00517 Suarez v Monzon & Son (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Mark Suarez							
14000-00517 Suarez v Monzon & Son							
11-04-2022	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Fees to LWDA to submit PAGA letter						
11-04-2022	Approved	E101 Copying	Chiarito, Tracie	0.06	0.00	152.00	9.12
	152 copies @ .06 each - Letters to company						
11-04-2022	Approved	E108 Postage	Chiarito, Tracie	16.80	0.00	1.00	16.80
	Postage for November 2022						
03-14-2023	Approved	E112 Court fees	Chiarito, Tracie	1,465.00	0.00	1.00	1,465.00
	San Bernardino Superior Court fees to fax file complaint						
03-14-2023	Approved	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
	TurboCourt Order #7771094 - file FAC						
03-21-2023	Approved	Attorney Service	Chiarito, Tracie	102.20	0.00	1.00	102.20
	Bosco Inv #8548792 Serve: Monzon & Son Enterprises, Inc., a California Corporation Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/16/2023						
03-21-2023	Approved	Attorney Service	Chiarito, Tracie	142.15	0.00	1.00	142.15
	Bosco Inv #8548815 Serve: Monzon & Son Equipment Transport Inc., a California Corporation Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; ADR Court: San Bernardino County Superior Court - Central District Completed on: 03/16/2023						
05-24-2023	Approved	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
	TurboCourt Order #8023398 - file Joint Statement						
06-01-2023	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11702395 for 5/31/23 CMC						
06-30-2023	Approved	Attorney Service	Chiarito, Tracie	22.27	0.00	1.00	22.27
	LoopUp Inv #423213 Dated 06-30-2023 for 6/29/23 conf call w opposing counsel						
09-29-2023	Approved	Attorney Service	Chiarito, Tracie	89.95	0.00	1.00	89.95
	Bosco Inv #9661684 File and Conform in Dept S26 Informal Discovery Conference Brief Court: San Bernardino County Superior Court - Central District Completed on: 09/28/2023						
10-26-2023	Approved	E125 Mediation fees	Chiarito, Tracie	500.00	0.00	1.00	500.00
	JAMS Statement #1200061234 for Initial Non-Refundable Fee						

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00517 Suarez v Monzon & Son (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Mark Suarez							
14000-00517 Suarez v Monzon & Son							
11-21-2023	Approved	Attorney Service	Chiarito, Tracie	39.33	0.00	1.00	39.33
	OneLegal Order #21662692 - file Stip and Order to Cont CMC						
01-31-2024	Approved	E125 Mediation fees	Chiarito, Tracie	5,300.00	0.00	1.00	5,300.00
	JAMS Invoice #7018302 for 3/18/24 mediation with Judge Cannon						
03-05-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #10523656 File and Conform in Dept 526 Stipulation to Continue Case Management Conference; [Proposed] Order **Advance fees** Court: San Bernardino County Superior Court - Central District Completed on: 03/01/2024						
03-20-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #10630313 File and Conform: Amendment to Complaint Court: San Bernardino County Superior Court - Central District Completed on: 03/19/2024						
03-31-2024	Approved	E119 Experts	Chiarito, Tracie	956.25	0.00	1.00	956.25
	Creal & Creal Inv #182389						
04-05-2024	Approved	Attorney Service	Chiarito, Tracie	109.95	0.00	1.00	109.95
	Bosco Inv #10797844 File and conform in Dept. S26. -Informal Discovery Conference Brief Court: San Bernardino County Superior Court - Central District Completed on: 04/04/2024						
04-09-2024	Approved	Attorney Service	Chiarito, Tracie	161.16	0.00	1.00	161.16
	Bosco Inv #10771284 Serve: Kelvin J. Monzon Amended Summons; Amendment to Complaint; First Amended Complaint; AmendedCivil Case Cover Sheet; Guidelines for the Complex Litigation Program; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/04/2024						
04-11-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #10831603 File and conform. -Proof of Service Court: San Bernardino County Superior Court - Central District Completed on: 04/10/2024						
04-18-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00517 Suarez v Monzon & Son (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Mark Suarez							
14000-00517 Suarez v Monzon & Son							
	Bosco Inv #10872753 File and Conform in Dept S26 Proposed Stipulation and Order **Advance Fees** Court: San Bernardino County Superior Court - Central District Completed on: 04/17/2024						
05-24-2024	Approved	Attorney Service	Chiarito, Tracie	109.95	0.00	1.00	109.95
	Bosco Inv #11109546 File and Conform: Request for Entry of Default Court: San Bernardino County Superior Court - Central District Completed on: 5/23/2024						
06-03-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall for 5/31/24 ex parte hearing						
07-16-2024	Approved	Attorney Service	Chiarito, Tracie	74.30	0.00	1.00	74.30
	Bosco Inv #11383493 File and conform in Dept. S26. -Opposition -Declaration Court: San Bernardino County Superior Court - Central District Completed on: 7/12/2024						
07-26-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11846060 for 7/25/24 Motion to Compel Arbitration						
10-01-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #11888248 File and conform in Dept. S26. -Stipulation to Continue; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 09/30/2024						
01-07-2025	Approved	Attorney Service	Chiarito, Tracie	69.95	0.00	1.00	69.95
	Bosco Inv #12453248 File and conform in Dept. S26. -Stipulation to Continue Hearing; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 1/6/2025						
01-28-2025	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11894584 for 1/27/25 MTCA/CMC						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00517 Suarez v Monzon & Son (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Mark Suarez							
14000-00517 Suarez v Monzon & Son							
02-04-2025	Approved	E124 Other expenses	Chiarito, Tracie	17.56	0.00	1.00	17.56
	Regus Inv #155396096 for room for 2/5/26 meeting w client						
02-05-2025	Approved	E124 Other expenses	Chiarito, Tracie	17.56	0.00	1.00	17.56
	Regus Inv #155440581 for room for 2/6/25 meeting w client						
04-25-2025	Approved	Attorney Service	Chiarito, Tracie	69.95	0.00	1.00	69.95
	Bosco Inv #13172968 File and conform in Dept. S26. -Stipulation to Vacate and Reserve; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 4/24/2025						
08-18-2025	Approved	E124 Other expenses	Chiarito, Tracie	25.61	0.00	1.00	25.61
	Regus Inv #161544036 for 8/21/25 client meeting						
10-23-2025	Approved	Attorney Service	Chiarito, Tracie	17.50	0.00	1.00	17.50
	OneLegal Order #26521131 - submit MPA						
10-27-2025	Approved	Attorney Service	Chiarito, Tracie	86.01	0.00	1.00	86.01
	OneLegal Order #26603944 - file MPA						
11-04-2025	Approved	E112 Court fees	Chiarito, Tracie	2.61	0.00	1.00	2.61
	Receipt for San Bernardino Superior Court for copy of signed PA order						
02-03-2026	Approved	Attorney Service	Chiarito, Tracie	87.86	0.00	1.00	87.86
	OneLegal Order #27363988 - file ex parte						
05-13-2026	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
	Estimated costs to file MFA and supporting documents						
						Project Total	**10,391.69**
						Client Total	**10,391.69**
						Grand Total	**10,391.69**

EXHIBIT “C”