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

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

LUIS CABALLERO, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

AMERICAN METAL FILTER COMPANY,  
a California Corporation; and DOES 1  
through 20, inclusive;

Defendants.

Case No.: 37-2022-00050163-CU-OE-CTL  
*[Assigned to Hon. Wendy M. Behan, Dept C-66, for all purposes]*

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

Hearing:

Date: September 12, 2025

Time: 10:15 a.m.

Dept.: C-66

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

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

3 **COUNSEL'S EXPERIENCE**

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

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

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

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

27 6. I was named by the LA Times as one "Southern California Leading Lawyers" in  
28 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 86 California nonexempt employees employed by Defendant American Metal Filter in California at any time during the Class Period of December 15, 2018, to December 31, 2023.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$215,213.52, after the deductions set forth in the chart below:

|                                       |                      |
|---------------------------------------|----------------------|
| <b><i>Gross Settlement Amount</i></b> | <b>\$ 400,000.00</b> |
| Attorneys’ Fees (1/3)                 | \$ 133,333.33        |
| Litigation Costs                      | \$ 5,953.15          |
| Administrator Costs                   | \$ 5,500.00          |
| PAGA Penalties                        | \$ 30,000.00         |
| Class Representative Service Award    | \$ 10,000.00         |
| <b><i>Net Settlement Amount</i></b>   | <b>\$ 215,213.52</b> |

9. The process of mailing the Notice Packets was very successful, 81 out of 86 Class Notices were determined to be deliverable, resulting in a 95.29% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected and no 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 100% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

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

17                           **ADEQUACY OF COUNSEL AND**  
18                           **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

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

27  
28 <sup>1</sup> [www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf](http://www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf)

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

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

9           17.     There are several additional factors why I believe that the Court should award  
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts  
11 resulted in a common fund settlement amount of \$400,000, whereby some Class Members will  
12 receive as much as **\$7,825.34**. This is an *excellent result* in light of the disputed nature of the  
13 claims alleged. This result was achieved by the work and success of my office, who negotiated  
14 the settlement after extensive litigation, discovery, preparation, investigation, mediation, and  
15 substantial work thereafter.

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

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

25           20.     Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a  
26 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a  
27 substantial amount of time, money, and resources, and have done so since the inception of this  
28 case without any payment or compensation. If Plaintiff had lost this case, we would have

1 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for  
2 my office, which is a small firm. If, despite these hardships and risks, the best my office could  
3 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for  
4 the hardships and serious risks we faced litigating this contingency case, and would not be  
5 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are  
6 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,  
7 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-  
8 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,  
9 only one-third of class actions are successful, compared to two-thirds that are defeated and result  
10 in no payment to the class members.

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

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

18 23. At my office, this case was primarily handled by my associate attorney, Kristina  
19 Carlson, while I performed the role of the supervising attorney. As set forth in her declaration,  
20 Ms. Carlson works exclusively with me on employment law matters. She has been in practice  
21 for 10 years and bills at the hourly rate of \$600/hour. I have been in practice for 23 years, with  
22 most of those years handling complex litigation and for over the last 17 years, my practice has  
23 almost entirely consisted of handling class action wage and hour matters. My billing rate is  
24 \$775/hour. I believe these rates are consistent with Plaintiffs and Defense attorneys who handle  
25 complex class action litigation, if not somewhat lower.

26 24. Class Counsel's hourly rates are comparable to those of other attorneys with equal  
27 or similar experience, if not somewhat lower (i.e., the Laffey Matrix at [www.laffeymatrix.com](http://www.laffeymatrix.com)  
28 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 \$154,330, resulting in a negative 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<br>(Partner) | Trial Counsel | 23             | \$950 | 65 <sup>2</sup> | \$61,750 |

<sup>2</sup> 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.

|                  |                   |    |       |       |           |
|------------------|-------------------|----|-------|-------|-----------|
| Kristina Carlson | Handling Attorney | 10 | \$600 | 154.3 | \$92,580  |
| Grand Total      |                   |    |       |       | \$154,330 |

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 \$20,000 in costs. Through final approval, my office incurred \$5,953.15 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 declarations 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").

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 August 20, 2025, at Riverside, California.

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

EXHIBIT “A”

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Attorney for Defendant AMERICAN METAL FILTER COMPANY

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

LUIS CABALLERO, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

AMERICAN METAL FILTER COMPANY,  
a California Corporation; and DOES 1  
through 20, inclusive;

Defendants.

Case No.: 37-2022-00050163-CU-OE-CTL  
*[Assigned to Hon. Wendy M. Behan, Dept C-  
66, for all purposes]*

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

Complaint filed: 12/15/2022

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by  
2 and between Luis Caballero (“Plaintiff”) and Defendants American Metal Filter  
3 Company (“AMF”) and its owners/officers Valentine Deilgat, David Carter, and Michele  
4 Carter (collectively “Defendants”). Plaintiff and Defendants shall collectively be referred  
5 to as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against  
8 Defendants captioned *Luis Caballero v. American Metal Filter Company*, which was initiated  
9 on December 15, 2022, and pending in Superior Court of the State of California, County of San  
10 Diego.

11 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity  
12 the Parties have agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will  
14 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection  
16 with Preliminary Approval of the Settlement.

17 1.4. “Agreement” or “Settlement Agreement” shall mean this Class Action and  
18 PAGA Settlement Agreement, including the Class Notice.

19 1.5. “Aggrieved Employee” means all current and former nonexempt  
20 employees who were employed by American Metal Filter Company in California at any  
21 time during the PAGA Period.

22 1.6. “Class” consists of all current and former nonexempt employees who were  
23 employed by American Metal Filter Company in California at any time during the Class  
24 Period.

25 1.7. “Class Counsel” means Brian Mankin and Kristina Bui Carlson of Lauby Mankin  
26 Lauby LLP and Andrew Malatesta of Malatesta Law.

27 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses  
28 Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable

attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

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

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

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

1.13. "Class Period" means the period from December 15, 2018, to December 31, 2023, or an earlier period termination date if Defendants exercise their option to shorten the Class Period pursuant to the escalator clause in Paragraph 9 below.

1.14. "Class Representative" means the named Plaintiff, who is seeking Court approval to serve as a Class Representative.

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

1.16. "Complaint" refers to the operative complaint filed in the Action, alleging class action and representative PAGA action claims, which is pending in the Court and designated as Case No. 37-2022-00050163-CU-OE-CTL.

1.17. "Court" means the Superior Court of California, County of San Diego.

1.18. "Defendants" mean American Metal Filter Company ("AMF") and Valentine

Deilgat, David Carter, and Michele Carter.

1.19. “Defense Counsel” means BLC Law Center, APC.

1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

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

1.25. “Gross Settlement Amount” or “GSA” means \$400,000, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 9 below and except for the employer’s share of applicable payroll tax obligations that Defendants shall pay to the Administrator. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

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

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

1 the PAGA Period.

2  
3 1.28. “Judgment” means the judgment entered by the Court based upon the  
4 Final Approval.

5 1.29. “LWDA” means the California Labor and Workforce Development Agency, the  
6 agency entitled, under Labor Code section 2699, subd. (i).

7 1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to  
8 the LWDA under Labor Code section 2699, subd. (i).

9 1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the  
10 following payments in the amounts approved by the Court: Individual PAGA Payments, the  
11 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,  
12 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The  
13 remainder is to be paid to Participating Class Members as Individual Class Payments.

14 1.32. “Non-Participating Class Member” means any Class Member who opts out of  
15 the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-  
16 Participating Class Member shall receive their share of the PAGA Penalties.

17 1.33. “PAGA Period” means the period from December 15, 2021, through December  
18 31, 2023, or an earlier period termination date if Defendants exercise their option to shorten the  
19 Class Period pursuant to the escalator clause in Paragraph 9 below.

20 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

21 1.35. “PAGA Notice” means Plaintiff’s December 15, 2022, letter to  
22 Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3,  
23 subd.(a).

24 1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be  
25 paid from the Gross Settlement Amount (\$30,000), allocated 25% to the Aggrieved  
26 Employee (\$7,500) and 75% to LWDA (\$22,500) in settlement of PAGA claims.

27 1.37. “Participating Class Member” means all Class Members except for those  
28 who opt-out by submitting a timely valid Request for Exclusion.

1           1.38. “Plaintiff” means Luis Caballero, the named plaintiff in the Action.

2           1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary

3 Approval of the Settlement.

4           1.40. “Preliminary Approval Order” means the proposed Order Granting

5 Preliminary Approval and Approval of PAGA Settlement.

6           1.41. “Released Class Claims” means the claims being released as described

7 in Paragraph 6.2 below.

8           1.42. “Released PAGA Claims” means the claims being released as described

9 in Paragraph 6.3 below.

10          1.43. “Released Parties” means: Defendants and its former and present directors,

11 officers, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors,

12 successors, assigns, parents, subsidiaries, and affiliates.

13          1.44. “Request for Exclusion” means a Class Member’s submission of a written

14 request to be excluded from the Class Settlement signed by the Class Member.

15          1.45. “Response Deadline” means 45 days after the Administrator mails the Class

16 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class

17 Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail an Objection

18 to the Settlement. Class Members to whom Notice Packets are resent after having been

19 returned undeliverable to the Administrator shall have an additional 14 calendar days beyond

20 the Response Deadline has expired.

21          1.46. “Settlement” means the disposition of the Action effected by this Agreement

22 and the Judgment.

23          1.47. “Weekly Report” refers to the report that the Administrator must email to

24 Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the

25 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests

26 for Exclusion (whether valid or invalid) received, objections received, challenges to credited

27 Weeks Worked, and checks mailed for Individual Class Payments and Individual PAGA

28 Payments. The Weekly Reports must include the Administrator’s assessment of the validity of

1 Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
2 received.

3  
4 1.48. “Weeks Worked” in the context of the Class Members, means all weeks  
5 during the Class Period in which the Class Member was employed by AMF as a non-  
6 exempt employee in California and worked at least one shift during the workweek. In the  
7 context of Aggrieved Employees, it means all weeks during the PAGA Period in which  
8 the Aggrieved Employee was employed by AMF as a non-exempt employee in California  
9 and worked at least one shift during the workweek.

## 10 **2. RECITALS.**

11 2.1. On December 15, 2022, Plaintiff commenced this Action by filing the Complaint  
12 alleging causes of action against Defendant AMF for (1) Failure to Pay Minimum Wages; (2)  
13 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide  
14 Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Timely Pay Final  
15 Wages; (7) Failure to Provide Accurate Itemized Wage Statements; (8) Unfair and Unlawful  
16 Competition, and (9) related PAGA Claims. On March 27, 2024, Plaintiff filed Doe  
17 Amendments, adding Valentine Deilgat, David Carter, and Michele Carter as named  
18 Defendants. Defendants deny the allegations in the Complaint, deny any failure to comply with  
19 the laws identified in in the Complaint and denies any and all liability for the causes of action  
20 alleged.

21 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely  
22 written notice to Defendants and the LWDA by sending the PAGA Notice.

23 2.3. On April 26, 2024, the Parties reached a global resolution to settle the Action;  
24 and thereafter entered into this Agreement. This Settlement was reached after months of  
25 negotiations between the Parties and expert review of financial documents.

26 2.4. Prior to negotiating the Settlement, Plaintiff obtained documents and information  
27 through both formal discovery, depositions and informal discovery, including but not limited to  
28 AMF’s written policies and practices, information relating to the size of the Class and Aggrieved

1 Employees, number of weeks worked, as well as a sampling of payroll and timekeeping records.  
2 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*  
3 *v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail,*  
4 *Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 ("*Dunk/Kullar*").

5 2.5. The Court has not granted class certification.

6 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not  
7 aware of any other pending matter or action asserting claims that will be extinguished or  
8 affected by the Settlement.

9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
11 Defendants agree to pay \$400,000 and no more as the Gross Settlement Amount, and to  
12 separately pay to the Administrator any and all employer payroll taxes owed on the Wage  
13 Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross  
14 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this  
15 Agreement. The Administrator will disburse the entire Gross Settlement Amount without  
16 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim  
17 as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

18 3.2. Payments from the Gross Settlement Amount. The Administrator will make  
19 and deduct the following payments from the Gross Settlement Amount, in the amounts  
20 specified by the Court in the Final Approval:

21 3.2.1. To Plaintiff: Class Representative Service Payment to the Class  
22 Representative of not more than \$10,000 (in addition to any Individual Class Payment and any  
23 Individual PAGA Payment the Class Representative is entitled to receive as a Participating  
24 Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a  
25 Class Representative Service Payment that does not exceed this amount. As part of the motion  
26 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek  
27 Court approval for any Class Representative Service Payments on a date set by the Court at  
28 the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval

1 Hearing. If the Court approves a Class Representative Service Payment less than the amount  
2 requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
3 Administrator will pay the Class Representative Service Payment using IRS Form 1099.  
4 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class  
5 Representative Service Payment.

6           3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than  
7 one-third of the GSA, which is currently estimated to be \$133,333.33 and a Class Counsel  
8 Litigation Expenses Payment of not more than \$20,000. Defendants will not oppose requests  
9 for these payments provided that they do not exceed these amounts. Plaintiff and/or Class  
10 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses  
11 Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16  
12 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees  
13 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts  
14 requested, the Administrator will allocate the remainder to the Net Settlement Amount.  
15 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel  
16 arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel  
17 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment  
18 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel  
19 assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment  
20 and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and  
21 indemnifies Defendants, from any dispute or controversy regarding any division or sharing of  
22 any of these Payments.

23           3.2.3. To the Administrator: An Administrator Expenses Payment not to  
24 exceed \$5,500.00 except for a showing of good cause and as approved by the Court. To the  
25 extent the Administration Expenses are less or the Court approves payment less than  
26 \$5,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

27           3.2.4. To Each Participating Class Member: An Individual Class Payment  
28 calculated by (a) dividing the Net Settlement Amount by the total number of Weeks Worked

by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Weeks Worked.

3.2.4.1. Tax Allocation of Individual Class Payments. Portions of the Individual Class Payment paid to the Participating Class Members will be allocated as 15% to wage claims (the "Wage Portion") and remaining 85% will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.

3.2.6. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Weeks Worked during the PAGA period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Weeks Worked. See Paragraph 9 below.

3 4.2. Class Data. Not later than 30 days after the full execution of this Agreement,  
4 Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel  
5 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the  
6 Class Data in confidence, use the Class Data only for purposes of this Settlement and for no  
7 other purpose, and restrict access to the Class Data to Administrator employees who need  
8 access to the Class Data to effect and perform under this Agreement. Defendants have a  
9 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted  
10 Class Member identifying information and to provide corrected or updated Class Data as soon  
11 as reasonably feasible. Without any extension of the deadline by which Defendants must send  
12 the Class Data to the Administrator, the Parties and their counsel will expeditiously use best  
13 efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or  
14 omitted Class Data.

15 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross  
16 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of  
17 payroll taxes by transmitting the funds to the Administrator no later than 15 days after the  
18 Effective Date.

19 4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendants  
20 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class  
21 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
22 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
23 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel  
24 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative  
25 Service Payment shall not precede disbursement of Individual Class Payments and Individual  
26 PAGA Payments.

27 4.4.1. The Administrator will issue checks for the Individual Class Payments  
28 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.

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

10 4.4.2. The Administrator must conduct a Class Member Address Search for  
11 all other Class Members whose checks are returned undelivered without a USPS forwarding  
12 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to  
13 the USPS forwarding address provided or to an address ascertained through the Class Member  
14 Address Search. The Administrator need not take further steps to deliver checks to Class  
15 Members whose re-mailed checks are returned as undelivered. The Administrator shall  
16 promptly send a replacement check to any Class Member whose original check was lost or  
17 misplaced, and requested by the Class Member prior to the void date.

18 4.4.3. For any Class Member whose Individual Class Payment check or  
19 Individual PAGA Payment check is uncashed and cancelled after the void date, the  
20 Administrator shall transmit the funds represented by such checks to the California State  
21 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no  
22 "unpaid residue" subject to the requirements of California Code of Civil Procedure Section  
23 384, subd. (b).

24 4.4.4. The payment of Individual Class Payments and Individual PAGA  
25 Payments shall not obligate Defendants to confer any additional benefits or make any  
26 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
27 specified in this Agreement.

28 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the entire

1 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
2 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims  
3 against all Released Parties as follows:

4         6.1     Plaintiff's Release. Plaintiff and his or her respective former and present  
5 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
6 generally, release and discharge Released Parties from all claims, transactions, or occurrences  
7 whether known or unknown, which exist or may exist on her behalf as of the date of this  
8 Agreement, including but not limited to any and all tort claims, contract claims, wage claims,  
9 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation  
10 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy  
11 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising  
12 under any federal, state or other governmental statute, law, regulation or ordinance, including,  
13 but not limited to claims for violation of the Fair Labor Standards Act, the California Labor  
14 Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and  
15 hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act  
16 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of  
17 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the  
18 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &  
19 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state  
20 or other governmental statute, law, regulation or ordinance. ("Plaintiff's Release.") Plaintiff's  
21 Release does not extend to any claims or actions to enforce this Agreement or to any claims for  
22 vested benefits. Plaintiff acknowledges that Plaintiff may discover facts or law different from,  
23 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,  
24 nonetheless, that Plaintiff's Release shall be and shall remain effective in all respects,  
25 notwithstanding such different or additional facts or Plaintiff's discovery of them.

26         6.1.1     Plaintiff's Waiver of Rights Under California Civil Code Section  
27 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the  
28 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which

reads:

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

6.2 Release by Participating Class Members: All Participating Class Members will be bound by a release of all claims alleged in the Complaint, as set forth below: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to provide complete and accurate wage statements; (e) failure to reimburse business expenses; (f) failure to pay wages upon termination; (g) violations of the California Business & Professions Code §§ 17200 *et seq.* These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1 and 1198, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 *et seq.* ("Released Class Claims"). The Released Class Claims extend to all theories of relief regardless of whether the claim is, was or could have been alleged under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200), and includes all types of relief available for the above-referenced claims, including, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The operative release period for the Released Class Claims is the Class Period.

1  
2  
3       6.3     Release by Aggrieved Employees: All Aggrieved Employees are deemed to  
4 release, on behalf of themselves and their respective former and present representatives,  
5 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all  
6 claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*,  
7 that Plaintiff alleged against Defendants, on behalf of Aggrieved Employees and State of  
8 California, based on the facts stated in the Complaint and in Plaintiff's PAGA Notice to the  
9 LWDA (including any amendments thereto), or reasonably could have been alleged based on  
10 the allegations, the facts, and/or legal theories under the PAGA contained in the Complaint,  
11 including all of the following claims for relief: (a) failure to pay minimum wages, regular  
12 wages and/or overtime pay (including any theory of failure to pay any and all wages for all  
13 time worked or earned); (b) failure to provide or pay premium payments for meal periods; (c)  
14 failure to provide or pay premium payments for rest periods; (d) failure to provide complete  
15 and accurate wage statements; (e) failure to reimburse business expenses; and (f) failure to pay  
16 wages upon termination ("Released PAGA Claims"). The Released PAGA Claims include,  
17 but are not limited to, California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,  
18 512, 1174, 1194, 1197, 1197.1 and 1198, and all related provisions of the California Code of  
19 Regulations, and the California Industrial Wage Orders. The time period governing the  
20 Released PAGA Claims shall be the entire time during the PAGA Period. The Released  
21 PAGA Claims do not release any potential claims for wages or statutory penalties.

22       **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare  
23 and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies  
24 with the Court's current checklist for Preliminary Approvals.

25       7.1     Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for  
26 obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in  
27 support, of the Motion for Preliminary Approval that includes an analysis of the Settlement  
28 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code

1 Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and  
2 Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its  
3 “not to exceed” bid for administering the Settlement and attesting to its willingness to serve;  
4 competency; operative procedures for protecting the security of Class Data; amounts of  
5 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts  
6 relevant to any actual or potential conflicts of interest with Class Members; and the nature and  
7 extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a  
8 signed declaration from Plaintiff confirming willingness and competency to serve and  
9 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,  
10 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its  
11 competency to represent the Class Members; its timely transmission to the LWDA of all  
12 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.  
13 (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section  
14 2699, subd. (l)(2)).

15         7.2     Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
16 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later  
17 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the  
18 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the  
19 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s  
20 Preliminary Approval to the Administrator, and all related documents.

21         7.3     Duty to Cooperate. Defense Counsel shall be given at least 5 days prior to the  
22 filing deadline to review and comment upon a draft of the Motion for Preliminary Approval  
23 and proposed Order. If the Parties disagree on any aspect of the proposed Motion for  
24 Preliminary Approval and/or Order, Class Counsel and Defense Counsel will expeditiously  
25 work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the  
26 Court does not grant Preliminary Approval or conditions Preliminary Approval on any  
27 material change to this Agreement, Class Counsel and Defense Counsel will expeditiously  
28 work together on behalf of the Parties, and in good faith, to modify the Agreement and

otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION.**

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

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

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

### 8.4 Notice to Class Members.

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

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

1           8.4.3   Not later than 3 business days after the Administrator's receipt of any  
2 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
3 Notice using any forwarding address provided by the USPS. If the USPS does not provide a  
4 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-  
5 mail the Class Notice to the most current address obtained. The Administrator has no obligation  
6 to make further attempts to locate or send Class Notice to Class Members whose Class Notice  
7 is returned by the USPS a second time.

8           8.4.4   The deadlines for Class Members' written objections, Challenges to  
9 Weeks Worked, and Requests for Exclusion will be extended an additional 14 days beyond  
10 the Response Deadline otherwise provided in the Class Notice for all Class Members whose  
11 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline  
12 with the re-mailed Class Notice.

13           8.4.5   If the Administrator, Defense Counsel, Class Counsel or Defendants are  
14 contacted by or otherwise discovers any persons who believe they should have been included in  
15 the Class Data and should have received Class Notice, the Parties will expeditiously meet and  
16 confer in person or by telephone, and in good faith in an effort to agree on whether to include  
17 them as Class Members. If the Parties agree, such persons will be Class Members entitled to the  
18 same rights as other Class Members, and the Administrator will send, via email or overnight  
19 delivery, a Class Notice requiring them to exercise options under this Agreement not later than  
20 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are  
21 later.

22           8.5 Requests for Exclusion (Opt-Outs).

23           8.5.1   Class Members who wish to exclude themselves (opt-out of) the Class  
24 Settlement must mail the Administrator a signed written Request for Exclusion not later than  
25 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is  
26 re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative  
27 that reasonably communicates the Class Member's election to be excluded from the Settlement  
28 and includes the Class Member's name, address and email address or telephone number. To be

1 valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

2           8.5.2     The Administrator may not reject a Request for Exclusion as invalid  
3 because it fails to contain all the information specified in the Class Notice. The Administrator  
4 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain  
5 the identity of the person as a Class Member and the Class Member's desire to be excluded.  
6 The Administrator's determination shall be final and not appealable or otherwise susceptible to  
7 challenge. If the Administrator has reason to question the authenticity of a Request for  
8 Exclusion, the Administrator may demand additional proof of the Class Member's identity. The  
9 Administrator's determination of authenticity shall be final and not appealable or otherwise  
10 susceptible to challenge.

11           8.5.3     Every Class Member who does not submit a timely and valid Request for  
12 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all  
13 benefits and bound by all terms and conditions of the Settlement, including the Participating  
14 Class Members' Releases under Paragraph 6.2 of this Agreement, regardless of whether the  
15 Participating Class Member actually receives the Class Notice or objects to the Settlement.

16           8.5.4     Every Class Member who submits a valid and timely Request for  
17 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class  
18 Payment or have the right to object to the class action components of the Settlement. Because  
19 future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-  
20 Participating Class Members who are Aggrieved Employees are deemed to release the claims  
21 identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

22           8.6     Challenges to Calculation of Weeks Worked. Each Class Member shall have  
23 until the Response Deadline (plus an additional 14 days for Class Members whose Class  
24 Notice is re-mailed) to challenge the number of Weeks Worked that were allocated to the  
25 Class Member in the Class Notice. The Class Member may challenge the allocation by  
26 communicating with the Administrator via mail. The Administrator must encourage the  
27 challenging Class Member to submit supporting documentation. In the absence of any  
28 contrary documentation, the Administrator is entitled to presume that the Weeks Worked

1 contained in the Class Notice are correct so long as they are consistent with the Class Data.  
2 The Administrator's determination of each Class Member's allocation of Weeks Worked shall  
3 be final and not appealable or otherwise susceptible to challenge. The Administrator shall  
4 promptly provide copies of all challenges to calculation of Weeks Worked to Defense  
5 Counsel and Class Counsel and the Administrator's determination of the challenges.

6       8.7     Objections to Settlement.

7               8.7.1     Only Participating Class Members may object to the class action  
8 components of the Settlement and/or this Agreement, including contesting the fairness of the  
9 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
10 Litigation Expenses Payment and/or Class Representative Service Payment.

11              8.7.2     Any Class Member, other than Plaintiff, who does not submit a valid and  
12 timely Request for Exclusion may object to the terms of this Agreement. To object, a Class  
13 Member shall inform the Administrator, in writing, of his or her objection which must be  
14 postmarked by the Response Deadline at the address set forth in the Notice. Such objection shall  
15 include the Objecting Class Member's full name, address, telephone number, last four digits of  
16 the social security number or date of birth, signature, and dates of employment with Defendants,  
17 in addition to the case name and number, the basis for the objection, including any legal support  
18 and each specific reason in support of the objection, as well as any documentation or evidence in  
19 support thereof, and, if the Objecting Class Member is represented by counsel, the name and  
20 address of his or her counsel. The Administrator shall provide objections, if any, to Class  
21 Counsel and Defense Counsel within three (3) calendar days of receipt, and the Administrator  
22 shall attach the same to its declaration of due diligence and file with the Court prior to the Final  
23 Approval Hearing. An Objecting Class Member remains eligible to receive monetary  
24 compensation from the Settlement. Plaintiff and Defendants shall not be responsible for any  
25 fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related  
26 to any objections to the Settlement. Submitting an objection does not preserve the right to appeal  
27 a final judgment. Rather, the right to appeal is preserved by becoming a party of record by  
28 timely and properly intervening or filing a motion to vacate the judgment under Code of Civil

1 Procedure § 663.

2 8.7.3 Non-Participating Class Members have no right to object to any of  
3 the class action components of the Settlement.

4 8.8 Administrator Duties. The Administrator has a duty to perform or observe all  
5 tasks to be performed or observed by the Administrator contained in this Agreement or  
6 otherwise.

7 8.8.1 Website and Toll-Free Number. The Administrator will establish and  
8 maintain and use an internet website to post information of interest to Class Members  
9 including the date, time and location for the Final Approval Hearing and copies of the  
10 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
11 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class  
12 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final  
13 Approval and the Judgment. The Administrator will also maintain and monitor a toll-free  
14 telephone number to receive Class Member calls.

15 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The  
16 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their  
17 validity. Not later than 5 days after the expiration of the deadline for submitting Requests for  
18 Exclusion, the Administrator shall email the Exclusion List to Class Counsel and Defense  
19 Counsel containing (a) the Exclusion List containing names and other identifying information  
20 of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and  
21 other identifying information of Class Members who have submitted invalid Requests for  
22 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid  
23 or invalid).

24 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide  
25 written reports to Class Counsel and Defense Counsel that, among other things, tally the  
26 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests  
27 for Exclusion (whether valid or invalid) received, objections received, challenges to Weeks  
28 Worked received and/or resolved, and checks mailed for Individual Class Payments and

1 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the  
2 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all  
3 Requests for Exclusion and objections received.

4 8.8.4 Weeks Worked Challenges. The Administrator has the authority to  
5 address and make final decisions consistent with the terms of this Agreement on all Class  
6 Member challenges over the calculation of Weeks Worked. The Administrator’s decision shall  
7 be final and not appealable or otherwise susceptible to challenge.

8 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by  
9 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
10 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration  
11 suitable for filing in Court attesting to its due diligence and compliance with all of its  
12 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the  
13 Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class  
14 Members, the total number of Requests for Exclusion from Settlement it received (both valid  
15 or invalid), the number of written objections and attach the Exclusion List. The Administrator  
16 must also provide a breakdown of the Gross Settlement Amount, high/low/average payments  
17 to Participating Class Members, the total Weeks Worked by Class Members and Aggrieved  
18 Employees and the per Weeks Worked value of each. The Administrator will supplement its  
19 declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
20 responsible for filing the Administrator’s declaration(s) in Court.

21 8.8.6 Final Report by Settlement Administrator. Within 10 days after the  
22 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will  
23 provide Class Counsel and Defense Counsel with a final report detailing its disbursements by  
24 employee identification number only of all payments made under this Agreement. At least 15  
25 days before any deadline set by the Court, the Administrator will prepare, and submit to Class  
26 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its  
27 disbursement of all payments required under this Agreement. Class Counsel is responsible for  
28 filing the Administrator's declaration in Court.

1       **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records,  
2 Defendants estimate that there are 90 Class Members who worked approximately 6,000 Work  
3 Weeks during the Class Period. If the number of Work Weeks increases by more than 10% of the  
4 number stated herein by the end of the Class Period, Defendants will increase the Gross  
5 Settlement Amount proportionately for the percentage of Work Weeks worked in excess of the  
6 10% threshold (i.e., an 11% increase in Work Weeks will result in a 1% increase of the Gross  
7 Settlement Amount.) In the alternative, Defendants shall have the exclusive option to modify the  
8 applicable Class Period to a date prior to December 31, 2023, to avoid the pro rata increase.

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

17       10.1   Response to Objections. Each Party retains the right to respond to any objection  
18 raised by a Participating Class Member, including the right to file responsive documents in  
19 Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or  
20 accepted by the Court.

21       10.2   Duty to Cooperate. If the Court does not grant Final Approval or conditions  
22 Final Approval on any material change to the Settlement (including, but not limited to, the  
23 scope of release to be granted by Class Members), the Parties will expeditiously work together  
24 in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain  
25 Final Approval. The Court’s decision to award less than the amounts requested for the Class  
26 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
27 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material  
28 modification to the Agreement within the meaning of this paragraph.

1  
2           10.3   Continuing Jurisdiction of the Court. The Parties agree that, after entry of  
3 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely  
4 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
5 administration matters, and (iii) addressing such post-Judgment matters as are permitted by  
6 law.

7           10.4   Waiver of Right to Appeal. Provided the Judgment is consistent with the terms  
8 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
9 Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their  
10 respective counsel, and all Participating Class Members who did not object to the Settlement  
11 as provided in this Agreement, waive all rights to appeal from the Judgment, including all  
12 rights to post-judgment and appellate proceedings, the right to file motions to vacate  
13 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does  
14 not include any waiver of the right to oppose such motions, writs or appeals. If an objector  
15 appeals the Judgment, the Parties' obligations to perform under this Agreement will be  
16 suspended until such time as the appeal is finally resolved and the Judgment becomes final,  
17 except as to matters that do not affect the amount of the Net Settlement Amount.

18           10.5   Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
19 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
20 material modification of this Agreement (including, but not limited to, the scope of release to  
21 be granted by Class Members), this Agreement shall be null and void. The Parties shall  
22 nevertheless expeditiously work together in good faith to address the appellate court's concerns  
23 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional  
24 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,  
25 reverse, or modify the Court's award of the Class Representative Service Payment or any  
26 payments to Class Counsel shall not constitute a material modification of the Judgment within  
27 the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

28           **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil

1 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed  
2 amended judgment.

3 **12. ADDITIONAL PROVISIONS.**

4 12.1 No Admission of Liability, Class Certification or Representative Manageability  
5 for Other Purposes. This Agreement represents a compromise and settlement of highly  
6 disputed claims. Nothing in this Agreement is intended or should be construed as an admission  
7 by Defendants that any of the allegations in the Complaint have merit or that Defendants have  
8 any liability for any claims asserted; nor should it be intended or construed as an admission by  
9 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class  
10 certification and representative treatment is for purposes of this Settlement only. If, for any  
11 reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,  
12 Defendants reserve the right to contest certification of any class for any reasons, and  
13 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the  
14 right to move for class certification on any grounds available and to contest Defendants'  
15 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will  
16 have no bearing on, and will not be admissible in connection with, any litigation (except for  
17 proceedings to enforce or effectuate the Settlement and this Agreement).

18 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,  
19 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary  
20 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or  
21 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the  
22 terms of the Agreement directly or indirectly, specifically or generally, to any person,  
23 corporation, association, government agency, or other entity except: (1) to the Parties'  
24 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement  
25 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to  
26 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to  
27 an inquiry or subpoena issued by a state or federal government agency.

28 Each Party agrees to immediately notify each other Party of any judicial or agency

1 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and  
2 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
3 other communication, before the filing of the Motion for Preliminary Approval, with any third  
4 party regarding this Agreement or the matters giving rise to this Agreement except to respond  
5 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict  
6 Class Counsel’s communications with Class Members in accordance with Class Counsel’s  
7 ethical obligations owed to Class Members.

8 12.3 No Solicitation. The Parties separately agree that they and their respective  
9 counsel and employees will not solicit any Class Member to opt out of or object to the  
10 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to  
11 restrict Class Counsel’s ability to communicate with Class Members in accordance with Class  
12 Counsel’s ethical obligations owed to Class Members.

13 12.4 Integrated Agreement. Upon execution by all Parties and their counsel,  
14 this Agreement together with its attached exhibits shall constitute the entire agreement  
15 between the Parties relating to the Settlement, superseding any and all oral  
16 representations, warranties, covenants, or inducements made to or by any Party.

17 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately  
18 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to  
19 take all appropriate action required or permitted to be taken by such Parties pursuant to this  
20 Agreement to effectuate its terms, and to execute any other documents reasonably required to  
21 effectuate the terms of this Agreement including any amendments to this Agreement.

22 12.6 Cooperation. The Parties and their counsel will cooperate with each other and  
23 use their best efforts, in good faith, to implement the Settlement by, among other things,  
24 modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
25 points and authorities as requested by the Court. In the event the Parties are unable to agree  
26 upon the form or content of any document necessary to implement the Settlement, or on any  
27 modification of the Agreement that may become necessary to implement the Settlement, the  
28 Parties will seek the assistance of a mediator and/or the Court for resolution.

1  
2           12.7 No Prior Assignments. The Parties separately represent and warrant that they  
3 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
5 action, cause of action, or right released and discharged by the Party in this Settlement.

6           12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense  
7 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
8 Settlement be relied upon as such within the meaning of United States Treasury Department  
9 Circular 230 (31 CFR Part 10, as amended) or otherwise.

10           12.9 Modification of Agreement. This Agreement, and all parts of it, may be  
11 amended, modified, changed, or waived only by an express written instrument signed by all  
12 Parties or their representatives, and approved by the Court.

13           12.10 Agreement Binding on Successors. This Agreement will be binding upon,  
14 and inure to the benefit of, the successors of each of the Parties.

15           12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits  
16 will be governed by and interpreted according to the internal laws of the state of California,  
17 without regard to conflict of law principles.

18           12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and  
19 preparation of this Agreement. This Agreement will not be construed against any Party on the  
20 basis that the Party was the drafter or participated in the drafting.

21           12.13 Confidentiality. To the extent permitted by law, all agreements made, and  
22 orders entered during Action and in this Agreement relating to the confidentiality of  
23 information shall survive the execution of this Agreement.

24           12.14 Headings. The descriptive heading of any section or paragraph of this  
25 Agreement is inserted for convenience of reference only and does not constitute a part of this  
26 Agreement.

27           12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this  
28 Agreement shall be to calendar days. In the event any date or deadline set forth in this

1 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the  
2 first business day thereafter.

3 12.16 Notice. All notices, demands or other communications between the Parties in  
4 connection with this Agreement will be in writing and deemed to have been duly given as of  
5 the third business day after mailing by United States mail, or the day sent by email or  
6 messenger, addressed as follows:

7 To Plaintiff:

8 Brian J. Mankin, Esq.  
9 *brian@LMLfirm.com*  
10 Lauby Mankin Lauby LLP  
11 5198 Arlington Ave, PMB 513  
12 Riverside, CA 92504  
13 Tel: (951) 320-1444 | Fax: (951) 320-1445

14 To Defendants:

15 Ahren A. Tiller, Esq.  
16 *Ahren.tiller@blc-sd.com*  
17 BLC Law Center, APC  
18 1230 Columbia St.  
19 San Diego, CA 92101  
20 Tel: (619) 894-8831 | Fax: (866) 444-7026

21 12.17 Execution in Counterparts. This Agreement may be executed in one or more  
22 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this  
23 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
24 deemed to be one and the same instrument if counsel for the Parties exchange between  
25 themselves signed counterparts. Any executed counterpart will be admissible in evidence to  
26 prove the existence and contents of this Agreement.

27 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement  
28 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties  
further agree that upon the signing of this Agreement that pursuant to CCP section 583.330  
they extend the date to bring a case to trial under CCP section 583.310 for the entire period of  
this settlement process.

Dated: 08/12, 2024

**PLAINTIFF AND CLASS REPRESENTATIVE:**

  
Luis Caballero (Aug 12, 2024 19:23 PDT)

Luis Caballero

Dated: , 2024

**CLASS COUNSEL:**

LAUBY MANKIN LAUBY LLP

Brian J. Mankin, Esq.  
Attorneys for Plaintiff

Dated: , 2024

**CLASS COUNSEL:**

MALATESTA LAW

Andrew Malatesta, Esq.  
Attorneys for Plaintiff

Dated: , 2024

**DEFENDANT:**

AMERICAN METAL FILTER COMPANY

By:

Title:

Dated: , 2024

**DEFENDANT: VALENTINE DEILGAT**

Valentine Deilgat

1 Dated: \_\_\_\_\_, 2024

**PLAINTIFF AND CLASS REPRESENTATIVE:**

2  
3  
4 \_\_\_\_\_  
Luis Caballero

5  
6 Dated: \_\_\_\_\_, 2024

**CLASS COUNSEL:**

7 LAUBY MANKIN LAUBY LLP

8  
9 \_\_\_\_\_  
Brian J. Mankin, Esq.  
Attorneys for Plaintiff

10 August  
11 Dated: 12 \_\_\_\_\_, 2024

**CLASS COUNSEL:**

12 MALATESTA LAW

13  
14 *Andrew Malatesta*  
15 \_\_\_\_\_  
Andrew Malatesta, Esq.  
Attorneys for Plaintiff

16  
17 Dated: August 9, 2024

**DEFENDANT:**

18 AMERICAN METAL FILTER COMPANY

19  
20 *Valentine Deilgat*  
21 By: *Valentine Deilgat*  
22 Title: *President*  
23 \_\_\_\_\_

24 Dated: August 9, 2024

**DEFENDANT: VALENTINE DEILGAT**

25 *Valentine Deilgat*  
26 Valentine Deilgat  
27  
28

1 Dated: \_\_\_\_\_, 2024

**PLAINTIFF AND CLASS REPRESENTATIVE:**

2  
3  
4 \_\_\_\_\_  
Luis Caballero

5 Dated: \_\_\_\_\_, 2024

**CLASS COUNSEL:**

6 LAUBY MANKIN LAUBY LLP

7  
8  
9 \_\_\_\_\_  
Brian J. Mankin, Esq.  
Attorneys for Plaintiff

10 Dated: \_\_\_\_\_, 2024

**CLASS COUNSEL:**

11 MALATESTA LAW

12  
13  
14 \_\_\_\_\_  
Andrew Malatesta, Esq.  
Attorneys for Plaintiff

15 Dated: August 9, 2024

**DEFENDANT:**

16 AMERICAN METAL FILTER COMPANY

17  
18 \_\_\_\_\_  
By: Valentine Deilgat  
Title: President

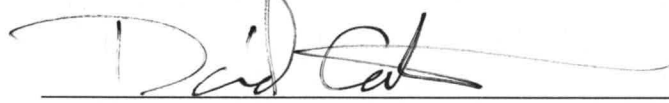
19 Dated: August 9, 2024

**DEFENDANT: VALENTINE DEILGAT**

20  
21 \_\_\_\_\_  
Valentine Deilgat

1 Dated: August 9, 2024

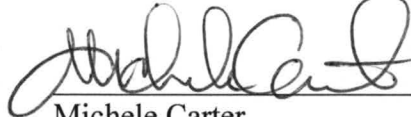
**DEFENDANT: DAVID CARTER**

2 

3 David Carter

4  
5 Dated: August 9, 2024

**DEFENDANT: MICHELE CARTER**

6 

7 Michele Carter

8  
9  
10 Dated: August 9th, 2024

**DEFENDANTS' COUNSEL:**

BLC LAW CENTER, APC

11  
12  
13 

14 Ahren A. Tiller, Esq.  
15 Attorneys for Defendants

16 **END OF DOCUMENT**

EXHIBIT “B”

All Expenses  
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)  
Group By Staff Member Group  
Client - Project = 14000-00524 Caballero v American  
Metal Filter Company (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   |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------|----------|-----------|--------|----------|
| <b><u>Luis Caballero</u></b><br><b><u>14000-00524 Caballero v American Metal Filter Company</u></b> |                                                                                                                                                                                                                                                                                                                                                                          |                                      |                 |          |           |        |          |
| 12-15-2022                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | E112 Court fees                      | Charito, Tracie | 75.00    | 0.00      | 1.00   | 75.00    |
|                                                                                                     | Fees to LWDA to submit PAGA letter                                                                                                                                                                                                                                                                                                                                       |                                      |                 |          |           |        |          |
| 12-16-2022                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 1,490.20 | 0.00      | 1.00   | 1,490.20 |
|                                                                                                     | Onelgal Order #19482131 - file Complaint                                                                                                                                                                                                                                                                                                                                 |                                      |                 |          |           |        |          |
| 01-13-2023                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 12.87    | 0.00      | 1.00   | 12.87    |
|                                                                                                     | Onelgal Order #19639921 - file POS                                                                                                                                                                                                                                                                                                                                       |                                      |                 |          |           |        |          |
| 01-17-2023                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 129.30   | 0.00      | 1.00   | 129.30   |
|                                                                                                     | Bosco Inv #8121589<br>Serve: American Metal Filter Company, a California Corporation<br>Summons: Complaint; Civil Case Cover Sheet; Notice of Case Assignment and Case<br>Management Conference (Civil); ADR; (Blank) Stipulation to use Alternative Dispute<br>Resolution (ADR)<br>Court: San Diego County Superior Court - Hall of Justice<br>Completed on: 01/11/2023 |                                      |                 |          |           |        |          |
| 06-29-2023                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 13.33    | 0.00      | 1.00   | 13.33    |
|                                                                                                     | Onelgal Order #20704724 - file CMS                                                                                                                                                                                                                                                                                                                                       |                                      |                 |          |           |        |          |
| 09-21-2023                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 13.33    | 0.00      | 1.00   | 13.33    |
|                                                                                                     | Onelgal Order #21261852 - file CMS                                                                                                                                                                                                                                                                                                                                       |                                      |                 |          |           |        |          |
| 12-28-2023                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 13.33    | 0.00      | 1.00   | 13.33    |
|                                                                                                     | Onelgal Order #21906403 - file CMS                                                                                                                                                                                                                                                                                                                                       |                                      |                 |          |           |        |          |
| 02-21-2024                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | E101 Copying                         | Charito, Tracie | 0.20     | 0.00      | 270.00 | 54.00    |
|                                                                                                     | 270 copies @ .20 each for exhibits to PMK depositions                                                                                                                                                                                                                                                                                                                    |                                      |                 |          |           |        |          |
| 03-11-2024                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | E115 Court reporting and transcripts | Charito, Tracie | 1,158.30 | 0.00      | 1.00   | 1,158.30 |
|                                                                                                     | Steno Inv #901773 for David Carter deposition                                                                                                                                                                                                                                                                                                                            |                                      |                 |          |           |        |          |
| 03-11-2024                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | E115 Court reporting and transcripts | Charito, Tracie | 724.10   | 0.00      | 1.00   | 724.10   |
|                                                                                                     | Steno Inv #901777 for Valentine Deligat deposition                                                                                                                                                                                                                                                                                                                       |                                      |                 |          |           |        |          |
| 03-11-2024                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | E115 Court reporting and transcripts | Charito, Tracie | 630.60   | 0.00      | 1.00   | 630.60   |
|                                                                                                     | Steno Inv #901781 for Caitlin Carter deposition                                                                                                                                                                                                                                                                                                                          |                                      |                 |          |           |        |          |
| 04-01-2024                                                                                          | Approved                                                                                                                                                                                                                                                                                                                                                                 | Attorney Service                     | Charito, Tracie | 15.39    | 0.00      | 1.00   | 15.39    |
|                                                                                                     | Onelgal Order #22545904 - file Amendments to Complaint                                                                                                                                                                                                                                                                                                                   |                                      |                 |          |           |        |          |

All Expenses  
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)  
Group By Staff Member Group  
Client - Project = 14000-00524 Caballero v American  
Metal Filter Company (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   |
|-----------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------|-----------------|----------|-----------|------|----------|
| <b><u>Luis Caballero</u></b><br><b><u>14000-00524 Caballero v American Metal Filter Company</u></b> |          |                                                                   |                 |          |           |      |          |
| 04-30-2024                                                                                          | Approved | E119 Experts                                                      | Charito, Tracie | 1,020.00 | 0.00      | 1.00 | 1,020.00 |
|                                                                                                     |          | Creal & Creal Inv #182659                                         |                 |          |           |      |          |
| 09-19-2024                                                                                          | Approved | Attorney Service                                                  | Charito, Tracie | 81.02    | 0.00      | 1.00 | 81.02    |
|                                                                                                     |          | Onel legal Inv #23720594 - file MPA                               |                 |          |           |      |          |
| 02-13-2025                                                                                          | Approved | Attorney Service                                                  | Charito, Tracie | 356.58   | 0.00      | 1.00 | 356.58   |
|                                                                                                     |          | Phoenix Settlement Administrators Invoice for Belaire Notice      |                 |          |           |      |          |
| 03-21-2025                                                                                          | Approved | E112 Court fees                                                   | Charito, Tracie | 5.80     | 0.00      | 1.00 | 5.80     |
|                                                                                                     |          | Receipt from San Diego Superior Court for copy of signed PA order |                 |          |           |      |          |
| 08-20-2025                                                                                          | Approved | Attorney Service                                                  | Charito, Tracie | 160.00   | 0.00      | 1.00 | 160.00   |
|                                                                                                     |          | Estimated costs to file MFA and supporting documents              |                 |          |           |      |          |

Project Total 5,953.15  
Client Total 5,953.15  
Grand Total 5,953.15

EXHIBIT “C”