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Attorneys for Plaintiffs RAUL CUENCA, on behalf of himself and
Others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RAUL CUENCA, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

PACIFIC WESTERN LOGISTICS, LLC,
DILIGENT DELIVERY SERVICES, and
DOES 1 through 50, respectively,

Defendants.

Case No.: 23STCV14082

**DECLARATION OF KATHRINE J.
ODENBREIT IN SUPPORT OF
PLAINTIFFS' NOTICE AND MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL SETTLEMENT,
AWARD OF ATTORNEYS' FEES AND
COSTS**

Assigned for all purposes to:
Hon. Timothy Patrick Dillon, Dept. 15

Date: November 2, 2026
Time: 10:00 a.m.
Dept.: SS15

Complaint Filed: June 16, 2023
Trial Date: None Yet Set

1
2 **DECLARATION OF KATHERINE J. ODENBREIT**

3 I, Katherine J. Odenbreit, declare as follows:

4 1. I am an attorney duly licensed in the State of California and authorized to practice
5 before this Court and attorney at the law firm Mahoney Law Group, APC. The contents of this
6 declaration are based on my personal knowledge and I would and could competently testify
7 thereto if called to testify.

8 2. I am counsel of record, along with attorney Kevin Mahoney, for Plaintiff RAUL
9 CUENCA ("Plaintiff") in the case of *Cuenca v. Pacific Western Logistics, LLC, Diligent Delivery*
10 *Services*, Los Angeles County Superior Court case number 23STCV14082 (the "Action.") This
11 declaration is submitted in support of Plaintiffs' Motion for Approval of the PAGA Settlement,
12 Award of Attorneys' Fees, Costs and Representative Service Payments.

13 3. Attached hereto as Exhibits are true and correct copies of the following
14 documents:

- 15 a. **Exhibit A:** Fully Executed PAGA Settlement and Release Agreement, as Amended.
16 ("Settlement Agreement" or "Settlement");
17 b. **Exhibit B:** Proposed Notice of PAGA Settlement to be sent to Aggrieved Employees;
18 c. **Exhibit C:** PAGA Notice letter submitted by Plaintiff Cuenca to the LWDA and
19 Defendant on January 31, 2023;
20 d. **Exhibit D:** Mahoney Law Group, APC attorney billing records;
21 e. **Exhibit E:** Mahoney Law Group, APC's itemized cost records;
22 f. **Exhibit F:** Confirmation of submission of the Settlement Agreement to the LWDA.

23 4. On January 1, 2023, Plaintiff submitted a PAGA Notice of Violations to the
24 LWDA and to Defendants. Specifically, Plaintiff contends he and other aggrieved employees were
25 not paid for all hours worked, including minimum wage and overtime wages, were not provided
26 meal and rest breaks or premium pay, were not provided accurate itemized wage statements, failed
27 to reimburse necessary business expenditures, failed to pay all wages upon separation of
28 employment and unfair/unlawful business practices.

5. On June 18, 2024, the Court ordered Plaintiff's individual claims to arbitration,

1 dismissed the class allegations and stayed the PAGA representative claims. Subsequently,
2 Plaintiff filed a demand for arbitration with National Arbitration and Mediation (“NAM”). The
3 Parties engaged in an initial exchange of discovery and an Arbitration Hearing was set for August
4 4-6, 2026. Shortly after the Initial Status Conference in arbitration, the Parties decided to
5 participate in private mediation.

6 6. While in the process of preparing for mediation, Plaintiff was notified by
7 Defendant of three consolidated PAGA actions that included only those employees who were
8 misclassified as Independent Contractors for which judgment was entered on June 30, 2023.¹
9 Plaintiff’s counsel was further advised that Plaintiff Cuenca received payment from that
10 settlement for civil penalties relating to the time he was classified by Defendant as an independent
11 contractor. As such, those PAGA claims are not a part of the settlement discussions in this Action
12 and only involve alleged PAGA violations when employees were classified as non-exempt.

13 7. Plaintiff was also advised that on February 26, 2024, another a first amended
14 complaint was filed in an action against Defendant alleging violations of PAGA as to all non-
15 exempt employees of Defendant alleging the same claims that are at issue in this Action:
16 *Hernandez v. Pacific Western Logistics, LLC dba Diligent Delivery Systems*, Orange County
17 Superior Court Case No. 30-2022-01299036-CU-OE-CXC. Plaintiff Cuenca and Defendant have
18 agreed to encompass in any settlement reached the timeframe at issue in the Hernandez action.²
19 The Court in this action also ordered plaintiff’s individual claims to arbitration on August 1, 2025.

20 8. On April 24, 2026, the Parties participated in mediation with the Honorable Dan
21 Downey (Ret.). Prior to mediation, Plaintiff received Defendant’s time and pay records for all
22 potential Aggrieved Employees who worked for Defendant during the PAGA Period. Plaintiff
23 retained an expert to conduct an analysis of the potential PAGA violations and total potential civil
24 penalties. Plaintiff also was provided with Defendant’s written employee policies, the identity of
25

26 ¹ *In Re: Diligent Delivery Wage and Hour Cases*, JCCP4990 Alameda Superior Court. The
27 parties agreed on a settlement following a third mediation with Dan Downey for \$2,836,667.00.

28 ² *See Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 716 [representative plaintiff in overlapping
PAGA action cannot intervene or object to settlement]; *Moniz v. Adecco USA, Inc.* (2025) 109
Cal.App.5th 317, 332-333 [representative plaintiff in overlapping PAGA action has no individual
interest and no standing to appeal judgment].

1 potential witnesses, and the total estimated collective pay periods, number of potential Aggrieved
2 Employees and other data points necessary to conduct a complete analysis of the potential value,
3 risks and challenges with continued litigation to enable Plaintiff's Counsel to evaluate the
4 reasonableness of any potential settlement. The Parties also discussed at length Defendant's
5 current financial position which includes a previous PAGA settlement involving allegations of
6 misclassifications of employees for which Defendant was making substantial payments. The
7 Parties were able to reach an agreement to settle at mediation the PAGA representative claims and
8 separately, a settlement for Plaintiff Cuenca's Labor Code claims pending in arbitration. The
9 amount of Plaintiff's individual settlement is confidential pursuant to the Settlement Agreement,
10 however, the Parties are willing to disclose the amount to the Court at the hearing. Plaintiff had
11 pending in arbitration claims for damages unpaid wages, meal and rest break premiums, waiting
12 time penalties, none of which are at issue in this settlement for PAGA civil penalties. Plaintiff's
13 settlement provided for a general release and Plaintiff is not seeking any representative
14 enhancement from the PAGA settlement.

15 9. On August 26, 2026, Plaintiff submitted the Settlement and these motion papers to
16 the LWDA through its online portal. Attached hereto as **Exhibit F** is a true and correct copy of
17 the LWDA confirmation of this submission.

18 **MATERIAL TERMS OF THE SETTLEMENT**

19 10. Defendant shall pay a Gross Settlement Amount ("GSA") of three hundred
20 seventy-one thousand seven hundred ten dollars (\$371,710.00) by making thirty six (36) payments
21 to the Administrator for deposit into a Qualified Settlement Fund ("QSF"). Due to Defendant's
22 current financial struggles, the Parties agreed to the payment schedule and two distributions of the
23 GSA to the LWDA, Aggrieved Employees, the Administrator and PAGA Counsel. The first
24 payment will be after eighteen (18) months of payments to the GSA by Defendant. The second
25 payment will be upon receipt of the final payment to the GSA. The reason for making two (2)
26 disbursements is to avoid additional administration costs for postage, printing and submission of
27 tax forms. Additionally, multiple distributions would likely increase the number of uncashed
28 checks due to the smaller dollar amounts. The Notice will advise Aggrieved Employees they will
be receiving their Individual PAGA Payment in two disbursements.

ESTIMATED VALUE OF PAGA CLAIM

11. Plaintiff estimated that the maximum potential exposure on the PAGA claim is approximately three million seven hundred seventeen thousand one hundred dollars (\$3,717,100.00) (37,171 pay periods * \$100 per pay period). Plaintiff then analyzed each alleged violation of PAGA considering the violation rates shown in the time and pay records, difficulty with proof at trial and Defendant's written policies and potential defenses to determine a reasonable potential value of the civil penalties.

12. The data provided by Defendant revealed that of the shifts employees worked in excess of six (6) hours, the meal period violation rate (late, missed, short) was only 8.4%. Although the data showed a 53.9% violation rate for second meal periods when employees worked in excess of twelve (12) hours, only 1.5% of the total shifts worked by Aggrieved Employees were greater than ten (10) hours and only .1% the shifts were in excess of twelve (12) hours, meaning even if Plaintiff proved each violation, the likely amount of civil penalties would be low. Defendant contends it secured waiver forms from employees for shifts worked more than five (5) hours, but under six hours and for those who worked shifts in excess of ten (10) hours.

13. From the records, Plaintiff determined it could demonstrate, realistically, a meal period violation rate of approximately 35.4%, however, this figure includes 21.2% late second meal periods and 5.9% short second meal periods for which Defendant could produce waivers even though a meal period was taken.

14. Plaintiff's original estimated exposure assumed at least once a week, employees were not able to take a rest break. Most of the Aggrieved Employees were delivery drivers who worked exclusively outside the office. Although Plaintiff believes there were times drivers would not be able to take a rest break due to the demands of their delivery schedules, Defendant maintained a policy instructing employees they were not to perform any work during their rest breaks. Proving the individual violations would require testimony from each potential Aggrieved Employee which then could be refuted by Defendant. The reality of proving a high rest break violation rate is relatively low.

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15. Plaintiff further alleged Defendant failed to reimburse employees for extra liability insurance coverage for their personal vehicles and mileage reimbursement. When this claim was initially filed, an overwhelming majority of the civil penalties were anticipated to derive from the time period Aggrieved Employees were classified as Independent Contractors. Since the previously settled consolidated PAGA actions resolved these claims, Plaintiff then analyzed the reimbursement claims for the time period employees were classified as non-exempt. Pay records show that Defendant was paying employees “mileage reimbursement”. According to Defendant’s policies, employees were required to document the miles driven and send that information to the payroll department. Reimbursement was calculated at the set “IRS Mileage Rate”, which is anticipated to include compensation for gas, wear and tear, depreciation and insurance.³ Although there may be some dispute by employees about whether they were compensated for all miles driven and reported, there is a strong possibility there would be no recovery of civil penalties for this claim at trial.

16. Plaintiff analyzed each alleged violation of PAGA considering the violation rates shown in the time and pay records, difficulty with proof at trial and Defendant's written policies and potential defenses to determine a reasonable potential value of the civil penalties. (Such analysis, including the discretion provided to the Court to reduce proven civil penalties after trial, revealed that a reasonable estimate of the recovery of civil penalties at trial is five hundred twenty-six thousand three hundred forty-one dollars thirty-six cents (\$526,341.36) or 14% of the original maximum estimated civil penalties. As a result, the Settlement reached represents approximately 70% of the reasonably estimated civil penalties that could be recovered after trial.

QUALIFICATIONS OF COUNSEL

17. I have been an attorney duly licensed to practice in California since 1996. From 1996 to 2003, I was a private criminal defense attorney where I gained significant jury trial experience and frequently worked with expert witnesses.

18. In 2003, I began working as an associate attorney with the law firm Spiro, Moss, Barness, Harrison & Barge LLP (“Spiro Moss”) in Los Angeles, California. At the time I was

³ [Internal Revenue Service \(IRS\) Standard Mileage Rates | Congress.gov | Library of Congress](#)

1 there, the firm had 8-10 attorneys, and primarily represented plaintiffs in employment wage and
2 hour and consumer class actions and FLSA collective actions. In late 2006, Spiro Moss' partner,
3 Rene Barge, left to open her own firm, Class Action Litigation Group ("CALG"). I became the
4 director of litigation for CALG in January 2007. CALG's practice was dedicated to representing
5 plaintiffs in state and federal wage and hour and collective action matters. As the director of
6 litigation, I was responsible for the oversight of litigation in all cases, including supervision of
7 attorneys and staff, case management, and making key court appearances.

8 19. In 2011, I became the administrative partner of the law firm of Barge, Petersen &
9 Odenbreit LLP in Irvine, California. Barge, Petersen & Odenbreit was a boutique firm whose
10 practice was dedicated to representing employees and peace officers in wage and hour and
11 collective actions. The firm represented over 2,500 Los Angeles Police Department officers in
12 complicated wage claims in the California Central District Court and the California Southern
13 District Court. Barge, Petersen & Odenbreit was also appointed lead or co-lead counsel on
14 numerous state and federal wage and hour class actions.

15 20. In January 2012, I was selected to assist in the creation of a class action program
16 for the law firm of Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc. ("Hunt Ortmann") in
17 Pasadena, California. The Class Action/PAGA Program of Hunt Ortmann had 6 lawyers, all with
18 complex litigation experience. Two of the attorneys, including myself, had more than 15 years of
19 experience litigating class action matters. The Class Action Program handled both consumer and
20 wage and hour class actions.

21 21. In November 2013, I worked as a solo practitioner primarily on wage and hour and
22 consumer class actions. In November 2015, I joined Mahoney Law Group, APC. I am now a
23 Supervising Attorney for Mahoney Law Group, APC overseeing the litigation of approximately
24 50 class action matters in both state and federal courts. I mentor younger attorneys in class action
25 practice, which also involves PAGA claims, wage and hour and consumer matters.

26 22. I have been an attorney for nearly 27 years and have exclusively dedicated my
27 practice to litigating class action matters for the past 20 years. I, along with the firms with which
28 I have been associated, have been appointed certified class counsel for representative plaintiffs in

over 200 class actions/collective actions and PAGA representative actions involving hundreds of thousands of employees.

23. The following is a small sample of those matters: *Aguilar v. CKE* (Carl's Jr.), Los Angeles Superior Court Case No. BC623041-Class Counsel on behalf of over 31,000 restaurant employees; *Perez v. DirecTV*, USDC Central District of California Case No. 8:16-CV-01440-JLS-DFM, Class Counsel on behalf of over 16,000 consumer businesses; *Dibel v. Jenny Craig*, USDC Southern District of California, 06CV2533 JLS (AJB) (FLSA Conditional Certification); *Levine, et al. v. 24 Hour Fitness*, USDC Southern District of California, 02CC00386 and *Boyce v. 24 Hour Fitness*, USDC Southern District of California, 03CV2140 BEN (BLM) (FLSA Conditional Certification/Rule 23 Class Certification-over 40,000 class members); *Harris v. Liberty Mutual Ins. Co.*, JCCP 4234; California Supreme Court Case No. S156555; *Salvador v. PLS Financial Services*, USDC Central District of California; 07CV00882 AHM (CWx); *Lockhart v. County of Los Angeles*, USDC Central District of California, 07CV1680 ABV (CWx); *Oberschlake v. St. Joseph's Hospital*, Orange County Superior Court-Complex Division, 04CC00301; *Solley v. Pier 1 Imports*, JCCP 4373; *Chapman v. Intel Corp.*, Santa Clara Superior Court, 107CV082329; *Holman et al. v. Downey Savings & Loan*, Los Angeles County Superior Court Case No. BC323796; *Czuchaj v. Conair Corporation*, USDC Southern District of California, 13CV01901-BEN-RBB [certification granted November 12, 2015]; *Flores v. Cambrian Home Care* Los Angeles County Superior Court Case No. BC544612; *Mays v. Children's Hospital of Los Angeles* Los Angeles County Superior Court Case No. BC477830; *Levanoff v. SoCal Wings, LLC*, et al. Orange County Superior Court Case No. 30-2011-00511808; *Faulkinbury v. Boyd & Associates* Orange County Superior Court Case No. 05CC00107.

24. I and my firms have also been active in establishing precedence in the class action arena, including filing an amicus brief on behalf of the California Employment Lawyers Association in one of the landmark wage and hour class action cases, *Sav-On Drug Stores v. Superior Court*, 34 Cal.4th 319 (2004). I was also lead counsel on the matter of *Brennan v. U.S. TelePacific*, Orange County Superior Court, 30-2010-00422317; Fourth Appellate District, Division 3, Case No. G046225. This matter was a consumer class action where we successfully

1 argued on appeal to uphold the lower court's ruling denying the defendant's motion to compel
2 arbitration pursuant to the AT&T v. Concepcion U.S. Supreme Court decision. I was also lead
3 counsel on the matter of *Faulkinbury v. Boyd & Associates* (2010) 112 Cal.Rptr.3d 72, for which
4 I filed a successful Petition for Review in the California Supreme Court seeking to overturn a
5 denial of class certification. The case was later remanded to the Superior Court with instructions
6 to certify the class. (*See Faulkinbury v. Boyd & Assoc. (Boyd II)* (2013) 216 Cal.App.4th 220.)

7 25. I also was lead counsel in a PAGA bench trial in 2018-2019 in the Orange County
8 Superior Court in the matter of *Levanoff, et al. v. SoCal Wings, et al.*, Case No. 30-2011-
9 00511808-CU-OE-CXC. Following an appeal, I worked cooperatively with the California
10 Department of Industrial Relations attorneys to successfully oppose the employers' motion for
11 costs of litigation against the PAGA representatives and the State.

12 26. I served as the Chair of the Federal Practice sub-committee of the California
13 Employment Lawyers Association ("CELA") from 2010 to 2012. I was an active member of the
14 CELA Wage and Hour Committee from approximately 2011-2017. I have been invited to be a
15 guest speaker at many class action seminars, including those sponsored by Bridgeport, the
16 California Lawyers Association, Orange County Bar Association-Labor and Employment Section
17 and the Federal Bar Association.

18 27. Attorney Kevin Mahoney received his Juris Doctorate from Howard University
19 School of Law in 2002. He worked as an associate at Rose, Klein & Marias from 2005 until his
20 resignation in August of 2009.

21 28. In August of 2009, Mr. Mahoney voluntarily resigned from Rose, Klein & Marias
22 and co-founded Mahoney, Perry & Burrows, in Long Beach, California. The firm (now Mahoney
23 Law Group, APC) currently serves as lead counsel and/or co-counsel in numerous wage and hour
24 class action litigation in the Los Angeles Superior Court, Orange County Superior Court, United
25 States District Court for the Central District of California and United States District Court for the
26 Eastern District of Illinois. Some examples of cases where I served as lead and/or co-counsel
27 include: *Denise Mays v Children's Hospital of Los Angeles*, Case No. BC477830; *Romo v*
28 *Durham*, Case No. 2:16-cv-05158-R-SS; *Valerie Brooks v Life Care Centers of America, Inc. et*

1 *al.*, Case No. SACV 12-00659-CJC(RNBx); *Harvey Holt, et al. v. Parsec, Inc.*, Case No. CV-
2 9540-VBF; *Pulido v Front Porch Communities*, Case No. BC607175; *Curiel v Glendora Grand,*
3 *Inc.*, Case No. BC618831, *Branch v PM Realty Group, LP*, Case No. BC575759; *Dorothy Berry*
4 *v. Brierwood Terrace Convalescent Hospital, et al.*, Case No. BC437781; *Dante Booker v The*
5 *Goodyear Tire and Rubber Company*, Case No. BC498399; *Fajardo v Para Los Ninos*, Case No.
6 BC618609; *Manuel Diaz v Excel Sheet Metal, Inc.*, Case No. BC504033; *Florez v Galaxy*
7 *Investments, LTD*, Case No. 30-2015-00814157-CU-OE-CXC; *Fernando Albiar et al. v.*
8 *Spectrum Athletics-Canoga Park, et al.* Case No. BC413860; *Gerardo Ortega, et al. v. CR & R*
9 *Inc.*, Case No. BC414434; *William Davis v Pacific Hospital of Long Beach, et al.*, Case No.
10 BC488542; *Kurt Casadine v Maxim Healthcare Services, Inc.*, Case No. CV 12-10078-DMG
11 (CWx); *Deborah Cabanillas v Lakewood Park Manor Healthcare, Inc. et al.*, Case No.
12 BC443859; *Daniel Branch v. Indiana Plumbing Supply, Co. Inc. et al.*, Case No. BC425627;
13 *Butch Calvo v. Providence Health Systems-Southern California, et al.*, Case No. BC419843; *John*
14 *De La Torre Cri-Help, Inc.*, Case No. BC508430; *Esmerelda Fernandez, et al v Teva Parenteral*
15 *Medicines, Inc.*, Case No. 30-2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College*
16 *Health Enterprise, et al.*, Case No. BC406481; *Audi Velazquez v. New Vista Health Services, Inc.*,
17 Case No. BC 424797; *Rick Wilcox, et al. v. Presbyterian Intercommunity Hospital, et al.*, Case
18 No. BC 424796; *Gardner v. Longwood Management Corp.*, Case Nos. BC377127; and *Davis v.*
19 *Vital Care, Inc.*, Case No. BC385484; *Raenan Guadez, et al v Sega Gameworks, LLC*, Case No.
20 CIVRS1105099; *Erica Teyuca v Pacific Alliance Medical Center, Inc.*, Case No. BC459422;
21 *Yessenia Martinez v Fresh & Easy Neighborhood Market, Inc.*, Case No. CIVRS1104607; and
22 *Maria Zimmerman v Quality Children's Services*, Case No. BC472001.

23 29. Neither myself nor Mr. Mahoney have never faced any disciplinary action or
24 received any sanction for misconduct or an ethical violation.

25 30. Mr. Mahoney nor I have no conflicts of interest with the aggrieved employees or
26 with the PAGA representative. Neither Mr. Mahoney nor I are related to the representative
27 Plaintiff.

28 ///

31. Neither Mr. Mahoney nor I have any financial interest in the proposed settlement administrator, Phoenix.

32. Since PAGA claims are brought on behalf of the State, these employees cannot bring their claims individually. PAGA includes a provision awarding attorneys' fees and costs in furtherance of its purpose to supplement its enforcement of California labor laws and protect California employees to insure it is represented by experienced counsel. In my experience, this is the type of case and the type of workers the PAGA statute was designed to protect.

ATTORNEYS' FEES AND COSTS

33. The Settlement provides for up to ten thousand dollars (\$10,000.00) in costs. Plaintiff's actual costs to date are eight thousand five hundred thirty-eight dollars two cents (\$8,538.02), however, Plaintiff anticipates additional costs to be incurred for use of the CaseAnywhere service and filing fees estimated at nearly four hundred dollars (\$400). Attached hereto as **Exhibit E** is true and correct lists of the costs spent litigating this matter which are maintained for each case by the firm's Accounting Department. These expenses include, but are not limited to, filing fees, service fees, mediator fees and expert analysis fees all of which were reasonable and necessary for the litigation of this matter.

34. There was a significant amount of work performed by Plaintiffs' counsel. Not less than 72.45 hours (not including the additional hours estimated to be expended on the case regarding the resolution of disputes and payments to the Aggrieved Employees and state) have been expended by Mahoney Law Group, APC on this case for a total lodestar of seventy-six thousand two hundred dollars (\$76,200.00.) It is anticipated that an additional seven to eight (7-8) hours of work will be required to finalize this matter including time spent preparing for the approval hearing, following up with the Settlement Administrator to facilitate the settlement payments and responding to aggrieved employee inquiries. Attached hereto as **Exhibit D** is a true and correct copy of Mahoney Law Group, APC's contemporaneous billing records for this matter. Mahoney Law Group's policy is for attorneys to track time in the case management timekeeping feature as the work is being performed. Mahoney Law Group does not permit block billing. The billing records do not include time spent working on this case by paralegal employees, although

1 it is permitting to include that time for purposes of seeking attorneys' fees.

2 35. Mahoney Law Group, APC has extensively litigated wage and hour class action
3 lawsuits, including PAGA claims, in federal and state courts. The rates utilized by Class/PAGA
4 Counsel are reasonable in light of the rates charged by other counsel in the class action
5 community. Mahoney Law Group, APC typically works on a contingency basis, only recovering
6 fees if successful in the action. In this case, Mahoney Law Group will still not be fully paid for
7 an additional 3 years. This is the agreement Mahoney Law Group, APC has with Plaintiffs in this
8 matter, providing for a contingency fee of 33.33%-40%. Contingent-fee cases present the very
9 real risk of working hundreds if not thousands of hours that may never be entirely compensated.
10 Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.),
11 provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the
12 plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed
13 by these cases. In many cases, the prospect is nothing more than a potential that never materializes.
14 First, you must win the case to get a court-awarded fee; even those cases that seem strongest at
15 the onset can be lost and sometimes are lost. Second, there are always pitfalls and unforeseen
16 obstacles that arise along the way, such as settlement offers that the client may accept without
17 ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits
18 of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in
19 advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money
20 were to be invested in some sort of financial investment, one would expect a reasonable rate of
21 return on that investment. Here, however, the best we can hope to recover is our money, and then
22 only if we are substantially successful; if we are not, all or part of this "investment" can be lost.
23 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience
24 in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.) The
25 court may also consider other factors when determining a reasonable hourly rate, e.g., the
26 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
27 and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61
28 Cal.App.4th 629, 632.) One difficulty in determining the hourly rate of attorneys of similar skill

1 and experience in the relevant community is the scarcity of hourly fee-paying clients in class
2 action litigation. As a practical matter, few, if any, employees pay attorneys' fees on an hourly
3 basis for such extensive litigation, and thus retainer agreements in such cases are based on a
4 contingency fee relationship. Therefore, there is no customary billing rate, but the nature of class
5 action work should be strongly considered by the court.

6 36. My experience in litigating employment wage and hour matters has been integral
7 in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally
8 negotiating fair and reasonable class and representative action settlements. Practice in the narrow
9 field of wage and hour litigation requires skill and knowledge concerning the constantly evolving
10 substantive law (state and federal), as well as the procedural law of class and representative action
11 litigation. In this action, I am fully equipped to use the skills and knowledge I have developed
12 through twenty-three years of prosecuting and defending wage and hour class and PAGA actions
13 to fairly and adequately represent the interests of the aggrieved employees. I am also one of the
14 few California attorneys who have brought a PAGA representative action through trial. (*Levanoff*
15 *et al. v. SoCal Wings, et. al.*, Orange County Superior Court Case No. 30-2011-00511808-CU-
16 OE-CXC Therefore, based on my resources, experience, and knowledge, I am well-qualified to
17 act as PAGA Counsel and represent the Plaintiffs and the State and aggrieved employees in this
18 action.

19 37. Throughout the course of this litigation, I estimate that I spent at least 66.2 hours
20 litigating this matter. Accordingly, my lodestar in this matter is seventy-three thousand nine
21 hundred fifty dollars (\$73,950.00). This work consisted of drafting the initial complaint, opposing
22 the Motion to Compel Arbitration, drafting the demand for arbitration, participating in status
23 conferences and discovery exchange, conducting informal discovery, reviewing and analyzing
24 time and pay records, an arbitration agreement, Plaintiff's personnel file, Defendant's relevant
25 policies, and other documentation, researched the applicable law and potential defenses,
26 constructing damage models based on interpretations of California law, engaging and consulting
27 with experts, reviewing information provided by Defendant at the mediation, engaging in meet
28 and confer efforts with Defendant, drafting and revising the Settlement Agreement, and drafting

1 this Motion. The blended rates for the attorneys who performed work on this matter is nine
2 hundred eight dollars (\$908.00.) My rate over the course of the Action was seven hundred fifty
3 dollars to one thousand four hundred dollars (\$750.00-\$1,400.00.) These rates are warranted
4 based on my years of litigation experience in a highly specialized area of law.

5 38. Principal Kevin Mahoney spent at least fifteen (15) hours litigating and supervising
6 this matter. However, because this time consisted of meeting with attorneys assigned to the case
7 to discuss the status and strategy for which the other firm attorneys billed, Mr. Mahoney did not
8 record what he considered “duplicate time entries”.

9 39. The attorneys within our firm are assigned billable hourly rates which are evaluated
10 each year. The rates established are based on years of experience, experience in civil litigation,
11 experience in complex litigation and by hourly rates charged by attorneys with similar skill and
12 experience in the Los Angeles market. In order to set and/or adjust these rates, Mr. Mahoney and
13 the firm Senior Attorneys, including myself, review rates approved in other wage and hour class
14 and PAGA actions in Los Angeles County, federal court and various other third-party sources that
15 set forth average attorney hourly rates for contingent work. Attorney Laura Theriault is a former
16 attorney with the firm who has been a licensed attorney in California since 2020. She spent 1.4
17 hours working on this matter and her hourly rate was four hundred dollars (\$400) for a total
18 lodestar of five hundred sixty dollars (\$560.00.) Raleigh Dixon is a former attorney with the firm
19 who has been a licensed attorney in California since 2021. Mr. Dixon spent 3.80 hours working
20 on this matter and his hourly rate was four hundred dollars (\$400) for a total lodestar of one
21 thousand five hundred forty dollars (\$1,540.00.)

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

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25 Dated this 28 day of August, 2026 at Sun City, Arizona.

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27 
28 Katherine J. Odenbreit

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RAUL CUENCA, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

PACIFIC WESTERN LOGISTICS, LLC,
DILIGENT DELIVERY SERVICES, and DOES
1 through 50, respectively,

Defendants.

Case No. 23STCV14082

PAGA SETTLEMENT AGREEMENT

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- 1.7 “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 Defendant” means named Defendant Pacific Western Logistics, LLC d/b/a Diligent Delivery Services.
- 1.10 “Defense Counsel” means Steven Groode and Helen Braginsky, Littler Mendelson, P.C.
- 1.11 “Effective Date” shall mean the day after the Court’s order granting approval of the settlement and entry of the Judgment consistent with this settlement become final and are no longer appealable. For purposes of this settlement, the phrase “become final and are no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order and Judgment approving this settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the approval order and Judgment, the day after the last date for filing a request for further review of the approval order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the approval order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the approval order and Judgment is affirmed.
- 1.12 “Gross Settlement Amount” means \$371,710.00 which is the total amount Defendant agrees to pay under the Settlement except as provided otherwise herein, including pursuant to the escalator provision in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee

1 worked during the PAGA Period.

2 1.14 “Judgment” means the judgment entered by the Court as part of the Approval Order.

3 1.15 “LWDA” means the California Labor and Workforce Development Agency, the
4 agency entitled, under Labor Code section 2699, subdivision (i).

5 1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
6 under Labor Code section 2699, subdivision (i).

7 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following
8 payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees
9 Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
10 The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

11 1.18 “PAGA Counsel” means Mahoney Law Group, APC the attorneys representing the
12 Plaintiff in the Action.

13 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment”
14 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and
15 expenses, respectively, incurred to prosecute the Action.

16 1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
17 performed work for Defendant for at least one day during the PAGA Period.

18 1.21 “PAGA Period” means the period from January 13, 2022 to April 24, 2026.

19 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

20 1.23 “PAGA Notice” means Plaintiff Raul Cuenca’s letter to Defendant and the LWDA
21 dated January 31, 2023 providing notice pursuant to Labor Code section 2699.3, subdivision (a),
22 attached hereto as **Exhibit A**.

23 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
24 Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in
25

1 settlement of PAGA claims.

2 1.25 “Plaintiff” means Raul Cuenca the named plaintiff in the Action.

3 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA
4 Counsel and as described in Paragraph 5 below.

5 1.27 “Released Parties” means include Pacific Western Logistics, LLC d/b/a Diligent
6 Delivery Services, Western Delivery & Logistics, LLC, any of their predecessors or successors, and
7 any of their past, present, and future direct or indirect parents, subsidiaries, affiliates, holding
8 companies, affiliated companies, partnerships, limited liability companies, as well as each of its or
9 their past, present, and future officers, directors, employees, partners, members, managers, customers,
10 subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity
11 which could be jointly liable with Defendant.
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13 1.28 “Settlement” means the disposition of the claim for PAGA violations alleged in the
14 Action effected by this Agreement and the Judgment.
15

16 **2. RECITALS.**

17 2.1 On June 16, 2023, Plaintiff commenced this Action by filing a Complaint as a putative
18 class action, alleging the following causes of action against Defendant: (1) Willful Misclassification
19 of Plaintiffs and class Members in Violation of Labor Code section 226.8; (2) Failure to Pay Minimum
20 and Overtime Wages § 1194, Wage Order 9-2001, § 3; (3) Failure to Provide Meal Periods or
21 Compensation in Lieu Thereof (Labor Code §§ 226.7, 512); (4) Failure to Provide Rest Periods or
22 Compensation in Lieu Thereof (Labor Code §§ 226.7); (5) Failure to Provide Accurate, Itemized Wage
23 Statements Labor Code § 226(a); (6) Failure to Reimburse Necessary Business Expenditures Labor
24 Code § 2802; (7) Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, *et seq.*;
25 and (8) Violation of Labor Code §§ 2698-2699 (Private Attorneys’ General Act) (the “Operative
26 Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to
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1 comply with the laws identified in in the Operative Complaint, and denies any and all liability for the
2 causes of action alleged.

3 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written
4 notice to Defendant and the LWDA by sending the PAGA Notice.

5 2.3 On April 24, 2026, the Parties participated in an all-day mediation presided over by the
6 Hon. Dan Downey (Ret.), which led to this Agreement to settle the Action.

7 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll data
8 and records concerning the Aggrieved Employees and relevant wage and hour policies applicable to
9 the Aggrieved Employees.

10 2.5 The Parties, PAGA Counsel and Defense Counsel represent that there is one pending
11 action asserting claims that will be extinguished or affected by the Settlement: *Alfonso Hernandez,*
12 *et al. v. Pacific Western Logistics, LLC*, Orange County Superior Court Case No. 30-2022-01299036-
13 CU-OE-CXC (“*Hernandez Case*”).

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16 **3. MONETARY TERMS.**

17 3.1 Gross Settlement Amount. Except as otherwise provided herein, Defendant promises
18 to pay \$371,710.00 and no more as the Gross Settlement Amount. The Administrator will disburse
19 the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any
20 claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

21 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
22 the following payments from the Gross Settlement Amount, in the amounts specified by the Court in
23 the Final Approval:

24 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
25 33.3334%, which is currently estimated to be \$123,928.11, and PAGA Counsel Litigation Expenses
26 Payment of not more than \$10,000.00. Defendant will not oppose requests for Court approval of these
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1 payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an
2 application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If
3 the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
4 Payment less than the amounts requested, this will not affect the validity of this Agreement, and the
5 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have
6 no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion
7 any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
8 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
9 Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability
10 for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
11 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy
12 regarding any division or sharing of any of these Payments.
13

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15 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed
16 \$10,500.00 except for a showing of good cause and as approved by the Court. To the extent the
17 Administration Expenses are less or the Court approves less payment, this will not affect the validity
18 of this Agreement, and the Administrator will allocate the remainder to the Net Settlement Amount.
19

20 3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the
21 Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the
22 Individual PAGA Payments.

23 3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a)
24 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number
25 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
26 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
27 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
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1 Payment.

2 3.2.3.2 If the Court approves PAGA Penalties of a differing amount, the
3 Administrator will allocate the PAGA Penalties in accordance with the formula outlined above. The
4 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
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7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1 Escalator Amount: Based on its records, Defendant estimates that there are 37,171 Pay
9 Periods during the PAGA Period. If the total number of Pay Periods exceeds 37,171 Pay Periods by
10 more than 10% (*e.g.*, the Pay Period count is greater than 40,888 Pay Periods), Defendant shall have
11 the option of: (a) selecting a new end date for the release that limits the total pay periods being released
12 by the State of California to no more than 40,888 pay periods (37,171 x 110%); or (b) increasing the
13 Gross Settlement Amount proportionally for any pay periods in excess of 40,888.
14

15 4.2 Aggrieved Employee Data. Within 15 days of the Approval Order, Defendant will
16 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
17 spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the
18 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this
19 Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to
20 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
21 under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
22 discovers that the Aggrieved Employee Data omitted employee identifying information and to provide
23 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension
24 of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator,
25 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
26 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
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1 4.3 Funding of Gross Settlement Amount. Defendant will have 36 months to pay the Gross
2 Settlement Amount by transmitting the funds to a Qualified Settlement Fund established by the
3 Administrator. Defendant will make its first monthly payment by the later of: October 15, 2026 or 15
4 days after the Effective Date in the amount of \$30,000,.00. Thereafter, Defendant will make 35 equal
5 monthly payments by the 10th of each month in the amount of \$8,334.17 for the first ten (10) months
6 and then in the amount of \$10,334.70 for 25 months thereafter or until the entire Gross Settlement is
7 paid.
8

9 4.4 Payments from the Gross Settlement Amount. Payments from the Gross Settlement
10 will be made by the Administrator beginning one year after the first installment payment is deposited
11 and the same date each year thereafter until paid in full. Disbursements will be made annually
12 representing a pro rata share of the Aggrieved Employees; Individual Payments, the LWDA Payments
13 and PAGA Counsel Fees and Costs. (i.e., three disbursements to each Aggrieved Employee, the
14 LWDA and PAGA Counsel over three years).
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16 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them
17 to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall
18 prominently state the date (not less than 180 days after the date of mailing) when the check will be
19 voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any
20 checks, the Settlement Administrator must update the recipients' mailing addresses using the National
21 Change of Address Database.
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23 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
24 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
25 Within seven days of receiving a returned check, the Administrator must re-mail checks to the USPS
26 forwarding address provided or to an address ascertained through the Aggrieved Employee Address
27 Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees who's
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1 re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement
2 check to any Aggrieved Employee whose original check was lost or misplaced, requested by the
3 Aggrieved Employee prior to the void date.

4 4.4.3 For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and
5 cancelled after the void date, the Administrator shall transmit the funds represented by such checks to
6 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

7 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any
8 additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k)
9 contributions or bonuses) beyond those specified in this Agreement.

10 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully fund the entire
11 Gross Settlement Amount, Plaintiff will release claims against all Released Parties as follows:

12 5.1 Release by The State of California on Behalf of All Aggrieved Employees: All
13 Aggrieved Employees including Plaintiff, by and through the State of California including the LWDA,
14 are deemed to release, on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims
16 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
17 Period facts stated in the Operative Complaint and the PAGA Notice.

18 5.2 The Parties separately represent and warrant that they have not directly or indirectly
19 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
20 and portion of any liability, claim, demand, action, cause of action, attorneys' fees, or rights released
21 and discharged by the Parties in this Settlement.

22 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff
23 Counsel will prepare and file an application or motion for approval of this Settlement.

24 6.1 PAGA Counsel's Responsibilities. Plaintiff will prepare and deliver to Defense
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Counsel within 30 days of the full execution of this Agreement, all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court’s Model Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement except for the *Hernandez Case*.

PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Approval Order to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in

1 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the
2 motion for approval of this Settlement or conditions its approval on any material change to this
3 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
4 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
5 otherwise satisfy the Court's concerns.
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7 **7. SETTLEMENT ADMINISTRATION.**

8 7.1 Selection of Administrator. The Parties have jointly selected PAS to serve as the
9 Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement
10 and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of
11 Administration Expenses. The Parties and their Counsel represent that they have no interest or
12 relationship, financial or otherwise, with the Administrator other than a professional relationship
13 arising out of prior experiences administering settlements.
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15 7.2 Employer Identification Number. The Administrator shall have and use its own
16 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
17 reports to state and federal tax authorities.

18 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
20 468B-1.
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22 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
23 be performed or observed by the Administrator contained in this Agreement or otherwise.

24 **8. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after
25 entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely
26 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
27 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
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1 8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
3 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal
4 from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file
5 motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of
6 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another
7 party appeals the Judgment, the Parties' obligations to perform under this Agreement will be
8 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as
9 to matters that do not affect the amount of the Net Settlement Amount.
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11 **9. ADDITIONAL PROVISIONS.**

12 9.1 No Admission of Liability or Representative Manageability for Other Purposes. This
13 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
14 Agreement is intended or should be construed as an admission by Defendant that any of the allegations
15 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor
16 should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action
17 have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If
18 for any reason the Court does not approve this Settlement, Defendant reserves all available defenses
19 to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The
20 Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and
21 will not be admissible in connection with, any litigation (except for proceedings to enforce or
22 effectuate the Settlement and this Agreement).
23

24 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
25 together with its attached exhibits shall constitute the entire agreement between the Parties relating to
26 the Settlement, superseding any and all oral representations, warranties, covenants or inducements
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1 made to or by any Party.

2 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
3 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
4 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
5 terms, and to execute any other documents reasonably required to effectuate the terms of this
6 Agreement including any amendments to this Agreement.
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8 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
11 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
12 document necessary to implement the Settlement, or on any modification of the Agreement that may
13 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or
14 the Court for resolution.
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16 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber
18 to any person or entity and portion of any liability, claim, demand, action, cause of action or right
19 released and discharged by the Party in this Settlement.
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21 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are
22 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
23 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
24 amended) or otherwise.

25 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed or waived only by an express written instrument signed by all Parties or their
27 representatives, and approved by the Court.
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1 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
2 the benefit of, the successors of each of the Parties.

3 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the state of California, without regard to
5 conflict of law principles.
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7 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
8 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
9 was the drafter or participated in the drafting.

10 9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered
11 during Action and in this Agreement relating to the confidentiality of information shall survive the
12 execution of this Agreement.
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14 9.12 Use and Return of PAGA Data. Information provided to PAGA Counsel pursuant to
15 Evidence Code section 1152, and all copies and summaries of the records and data provided to PAGA
16 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
17 connection with the Settlement, may be used only with respect to this Settlement, and no other purpose,
18 and may not be used in any way that violates any existing contractual agreement, statute or California
19 Rules of Court rule, excluding all information that constitutes attorney work product, attorney-client
20 privileged materials and/or retained expert analysis. Notwithstanding the above, PAGA Counsel shall
21 be permitted to retain a copy of all case materials as required by the California Rules of Professional
22 Conduct, ABA Model Rules and any other statute, regulation, Rules of Court..
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24 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
25 inserted for convenience of reference only and does not constitute a part of this Agreement.

26 9.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
27 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
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1 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

2 9.15 Notice. All notices, demands or other communications between the Parties in
3 connection with this Agreement will be in writing and deemed to have been duly given as of the third
4 business day after mailing by United States mail, or the day sent by email or messenger, addressed as
5 follows:
6

7 To Plaintiff:

8 Kevin Mahoney
9 Katherine J. Odenbreit
10 Mahoney Law Group, APC
249 East Ocean Blvd., Suite 814
Long Beach, CA 90802
kmahoney@mahoney-law.net; kodenbreit@mahoney-law.net

11 To Defendant:

12 Steven A. Groode
13 Helen Braginsky
14 Littler Mendelson, P.C.
Treat Towers
1255 Treat Blvd., Suite 600
15 Walnut Creek, CA 94597
sgroode@littler.com; hbraginsky@littler.com

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17 9.16 Execution in Counterparts. This Agreement may be executed in one or more
18 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
19 Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed
20 to be one and the same instrument if counsel for the Parties will exchange between themselves signed
21 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
22 contents of this Agreement.

23
24 9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
26 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to
27 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire
28 period of this settlement process.

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2 Dated: 06/25/ , 2026
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PLAINTIFF RAUL CUENCA

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Raul Cuenca (Jun 25, 2026 10:37:38 PDT)

Raul Cuenca

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6 Dated: , 2026
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PACIFIC WESTERN LOGISTICS, LLC

8
9 Jonathan Wilfong, General Counsel
Pacific Western Logistics, LLC

10
11 Dated: June 19, 2026
12

Katherine Odenbreit

13 Kevin Mahoney
14 Katherine J. Odenbreit
Attorneys for Plaintiff
15 RAUL CUENCA

16 Dated: June 26 , 2026
17

LITTLER MENDELSON, P.C.

18 

19 Steven A. Groode
Helen Braginsky

20 Attorneys for Defendants
21 PACIFIC WESTERN LOGISTICS, LLC, AND
22 DILIGENT DELIVERY SERVICES

23 4882-7588-6959.1 / 115673-1000
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Dated: _____, 2026

PLAINTIFF RAUL CUENCA

Raul Cuenca

PACIFIC WESTERN LOGISTICS, LLC

Dated: JUNE 2, 2026

Carlos Navarro, CEO
Pacific Western Logistics, LLC

APPROVED AS TO FORM AND CONTENT
ONLY

MAHONEY LAW GROUP, APC

Dated: _____, 2026

Kevin Mahoney
Katherine J. Odenbreit
Attorneys for Plaintiff
RAUL CUENCA

LITTLER MENDELSON, P.C.

Dated: _____, 2026

Steven A. Groode
Helen Braginsky

Attorneys for Defendants
PACIFIC WESTERN LOGISTICS, LLC, AND
DILIGENT DELIVERY SERVICES

4882-7588-6959.1 / 115673-1000

EXHIBIT A



Katherine J. Odenbreit, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kodenbreit@mahoney-law.net

January 31, 2023

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn: PAGA Administrator

VIA CERTIFIED MAIL #7022 2410 0000 2418 4326

Pacific Western Logistics, LLC
c/o CT Corporation System
1999 Bryan Street, Suite 900
Dallas, TX 75201-3136

VIA CERTIFIED MAIL # 7022 2410 0000 2418 4333

Diligent Delivery Systems
9200 Derrington Road, Suite 100
Houston, TX 77064-2497

Re: Raul Cuenca v. Pacific Western Logistics, LLC and Diligent Delivery Systems

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency, Pacific Western Logistics, LLC
and Diligent Delivery Systems

From: Raul Cuenca, on behalf of himself and similarly aggrieved employees who were subject to
the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Raul Cuenca ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Pacific Western Logistics, LLC and Diligent Delivery Systems, hereinafter jointly referred to as "Employers", employ drivers who make deliveries using their own personal vehicles

LABOR AND WORKFORCE DEVELOPMENT AGENCY

January 31, 2023

Page 2 of 3

throughout California. Employee alleges Employers violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1197, and 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, failing to pay Employee and all other aggrieved employees minimum wage, failure to pay overtime wages, failure to authorize and permit rest periods or premium wages in lieu thereof, failure to provide meal periods or premium wages in lieu thereof, failure to reimburse Employee and other aggrieved employees for work-related expenses, and failure to provide accurate itemized wage statements.

Employers failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Specifically, Employers maintained a policy and practice or not requiring employees to record meal periods on their time records. Employers failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed, in violation of California law. Employer failed to pay all overtime worked at the legally mandate overtime rate. Each pay period Employee and all other aggrieved employee's pay stubs reflect eighty-eight (88) hours worked over a fourteen (14) day period but the hours worked over eighty (80) hours were paid at the employee's regular hourly rate of pay. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods. Employer's conduct is in violation of Labor Code sections 294, 510, and 1194, and is actionable under PAGA.

Employers also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employers maintained a policy and practice of not requiring employees to record the start and end times of their meal periods as required by IWC Wage Order 9-2001, Sect. 6(A)(3) and (C). Employee and aggrieved employees were frequently unable to take an off-duty, thirty (30) minute, uninterrupted meal period before the fifth (5th) hour worked due to their demanding delivery schedule. However, Employers would automatically deduct from Employee and aggrieved employees' time records thirty (30) minutes for a meal break, regardless of whether it was taken. When Employee and aggrieved employees were not able to take a thirty (30) minute, uninterrupted meal period before the fifth (5th) hour worked, Employers did not pay them an additional hour of pay in violation of Labor Code section 226.7(c). Employee and aggrieved employees were also not paid for time worked during meal periods as Employers deducted thirty (30) minutes as if the full meal break had been taken. Employers' conduct is in violation of Labor Code sections 226.7, 512, 1174, 1194 and IWC Wage Order 9-2001.

Further, Employers failed to reimburse Employee and other aggrieved employees for their work-related expenses in violation of Labor Code section 2802. Employee and aggrieved employees were required to use their own personal vehicles to perform their work duties. Employee and aggrieved employees were required to secure and maintain particular insurance on these vehicles. Employers only reimbursed Employee and aggrieved employees for mileage at a rate less than the standard IRS business miles rate which was unreasonable. Employers further failed to reimburse Employee and aggrieved employees for other vehicle-related expenses. Employers' failure to reimburse Employee and other aggrieved employees for work-related expenses is a direct violation of Labor Code section 2802 and is also actionable under PAGA.

LABOR AND WORKFORCE DEVELOPMENT AGENCY

January 31, 2023

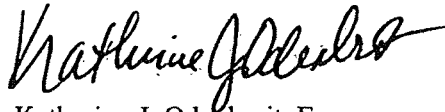
Page 3 of 3

As a result of Employers' failure to pay all wages owed as described herein, Employers further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. Employers' conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employers' failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to Employee and all formerly employed aggrieved employees.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employers. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine J. Odenbreit", written in a cursive style.

Katherine J. Odenbreit, Esq.

MAHONEY LAW GROUP, APC

AMENDMENT NO. 1 TO PAGA SETTLEMENT AND RELEASE

This Amendment to Class Action and PAGA Settlement Agreement (the “Amendment”) is made by and between Plaintiff Raul Cuenca (“Plaintiff”) and Defendant Pacific Western Logistics, LLC d/b/a Diligent Delivery Services (“Defendant”), by and through their respective undersigned duly authorized representatives. This Amendment amends certain terms of the PAGA Settlement and Release (the “Settlement Agreement”) fully executed by Plaintiff and Defendant on or about June 25, 2026, in accordance with Section 9, paragraph 9.7 of the Settlement Agreement.

RECITALS

- A. Pursuant to Section 9, paragraph 9.7 of the Settlement Agreement, the Settlement Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- B. On the dates recorded on the signature pages below, the Parties executed this Amendment No. 1 to PAGA Settlement and Release (“Amendment”).

The Parties, by and through their respective undersigned duly authorized representatives, hereby agree as follows:

I. AMENDMENTS

Section 4, paragraph 4.4 of the Settlement Agreement is hereby deleted and replaced with the following:

4.4 Payments from the Gross Settlement Amount. Payments from the Gross Settlement will be made by the Administrator beginning 18 months after the first installment payment is deposited and the second distribution once the Gross Settlement Amount is paid in full (approximately 36 months after first payment by Defendant). Disbursements will be made representing a pro rata share of the Aggrieved Employees; Individual Payments, the LWDA

Payments, Administration Expense Payment and PAGA Counsel Fees and Costs. (i.e., two disbursements to each Aggrieved Employee, the LWDA, Administrator and PAGA Counsel over three years).

SIGNATURES

DATED: 08 / 20 / 2026, 2026



Raul Cuenca
as PAGA Representative

DATED: 8/18/26, 2026



For Pacific Western Logistics, LLC d/b/a Diligent
Delivery Services
Carlos Navarro, CEO

APPROVED AS TO FORM AND CONTENT:

MAHONEY LAW GROUP, APC

Katherine Odenbreit

DATED: August 20, 2026

Kevin Mahoney, Esq.
Katherine Odenbreit, Esq.
Counsel for Plaintiff Raul Cuenca

DATED: August 18, 2026

Groode, Steven

A.

Steven A. Groode, Esq.
Counsel for Defendant Pacific Western
Logistics, LLC d/b/a Diligent Delivery
Services

Digitally signed by: Groode, Steven A.
DN: CN = Groode, Steven A. email =
SGroode@littler.com OU = FirmUsers,
WCR
Date: 2026.08.18 12:42:50 -07'00'

Title	MAHONEY LAW GROUP, APC has sent you a document to review and...
File name	Amendment No. 1 (...6-8987-1305 1.pdf
Document ID	2d26cecc9f870fccad3a900d1fa26de449252a97
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

08 / 19 / 2026

17:02:51 UTC

Sent for signature to Raul Cuenca (raulcuenca562@gmail.com)
by support@practicepanther.com acting on behalf of
julian.mahoney@mahoney-law.net
IP: 71.95.189.234



VIEWED

08 / 20 / 2026

17:46:47 UTC

Viewed by Raul Cuenca (raulcuenca562@gmail.com)
IP: 71.84.33.66



SIGNED

08 / 20 / 2026

17:52:30 UTC

Signed by Raul Cuenca (raulcuenca562@gmail.com)
IP: 71.84.33.66



COMPLETED

08 / 20 / 2026

17:52:30 UTC

The document has been completed.

EXHIBIT B

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Notice of Settlement Payment from *Raul Cuenca v. Pacific Western Logistics, LLC dba Diligent Delivery Services*, Los Angeles County Superior Court, Case No. 23STCV14082

Enclosed you will find a check made payable to you. This is your first of two payments from the settlement of the lawsuit entitled *Raul Cuenca v. Pacific Western Logistics, LLC dba Diligent Delivery Services, Los Angeles County Superior Court, Case No. 23STCV14082* (the “Action”).

The Action was filed against Pacific Western Logistics, LLC d/b/a Diligent Delivery Systems (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”) by a former employee of Defendant on behalf of the State of California and all similarly situated, alleged “aggrieved employees” of Defendant. You have been identified as one of the individuals on whose behalf the case was brought.

The plaintiff in the Action claimed that Defendant owed civil penalties under PAGA for alleged violations of California Labor Code, including violations of Labor Code sections Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1197, and 2802, and the applicable Industrial Welfare Commission Wage Orders, related to alleged failure to provide meal and rest periods, inaccurate wage statements, and the late payment of wages at the separation of employment. Defendant denies that it did anything unlawful or that it owes any penalties.

The Court did not rule on the merits of the Action but it approved the settlement of the parties and the amount to be paid by Defendant in civil penalties. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to the current and former employees of Defendant during the relevant period. In agreeing to this settlement, Defendant does not admit that it is liable in any way to any current or former employees for any alleged Labor Code violations or any penalties.

Under the PAGA statute, the penalties get divided between the State and the employees. Pursuant to the settlement, your individual share of the civil penalties will be paid in two installments. Your total share for the settlement for PAGA civil penalties is \$ [REDACTED]. Enclosed is the first check for approximately 50% of your share of a portion of the civil penalties. A second check for the remainder will follow in approximately 18 months or earlier depending on what the settlement has been completely funded.

The check shall remain valid for one hundred and eighty (180) days, until [insert date]. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller’s Unclaimed Property Fund in the name of the employee who did not cash the check. **You will not be retaliated against for cashing your check.** One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income

for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

All Aggrieved Employees including Plaintiff, by and through the State of California including the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. No claims for wages or any non-PAGA claims have been released or otherwise affected by this settlement.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. **Please be advised that you may not opt-out or be excluded from the PAGA Settlement.**

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant' counsel to ask questions about the settlement or to ask tax-related questions. If you have any questions, please contact:

Phoenix Settlement Administrators: _____

Toll-Free Phone Number: _____

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

EXHIBIT C



Katherine J. Odenbreit, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kodenbreit@mahoney-law.net

January 31, 2023

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

VIA CERTIFIED MAIL #7022 2410 0000 2418 4326

Pacific Western Logistics, LLC
c/o CT Corporation System
1999 Bryan Street, Suite 900
Dallas, TX 75201-3136

VIA CERTIFIED MAIL # 7022 2410 0000 2418 4333

Diligent Delivery Systems
9200 Derrington Road, Suite 100
Houston, TX 77064-2497

Re: Raul Cuenca v. Pacific Western Logistics, LLC and Diligent Delivery Systems

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency, Pacific Western Logistics, LLC
and Diligent Delivery Systems

From: Raul Cuenca, on behalf of himself and similarly aggrieved employees who were subject to
the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Raul Cuenca ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Pacific Western Logistics, LLC and Diligent Delivery Systems, hereinafter jointly referred to as "Employers", employ drivers who make deliveries using their own personal vehicles

throughout California. Employee alleges Employers violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, and 1197, and 2802, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, failing to pay Employee and all other aggrieved employees minimum wage, failure to pay overtime wages, failure to authorize and permit rest periods or premium wages in lieu thereof, failure to provide meal periods or premium wages in lieu thereof, failure to reimburse Employee and other aggrieved employees for work-related expenses, and failure to provide accurate itemized wage statements.

Employers failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Specifically, Employers maintained a policy and practice or not requiring employees to record meal periods on their time records. Employers failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed, in violation of California law. Employer failed to pay all overtime worked at the legally mandate overtime rate. Each pay period Employee and all other aggrieved employee's pay stubs reflect eighty-eight (88) hours worked over a fourteen (14) day period but the hours worked over eighty (80) hours were paid at the employee's regular hourly rate of pay. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods. Employer's conduct is in violation of Labor Code sections 294, 510, and 1194, and is actionable under PAGA.

Employers also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employers maintained a policy and practice of not requiring employees to record the start and end times of their meal periods as required by IWC Wage Order 9-2001, Sect. 6(A)(3) and (C). Employee and aggrieved employees were frequently unable to take an off-duty, thirty (30) minute, uninterrupted meal period before the fifth (5th) hour worked due to their demanding delivery schedule. However, Employers would automatically deduct from Employee and aggrieved employees' time records thirty (30) minutes for a meal break, regardless of whether it was taken. When Employee and aggrieved employees were not able to take a thirty (30) minute, uninterrupted meal period before the fifth (5th) hour worked, Employers did not pay them an additional hour of pay in violation of Labor Code section 226.7(c). Employee and aggrieved employees were also not paid for time worked during meal periods as Employers deducted thirty (30) minutes as if the full meal break had been taken. Employers' conduct is in violation of Labor Code sections 226.7, 512, 1174, 1194 and IWC Wage Order 9-2001.

Further, Employers failed to reimburse Employee and other aggrieved employees for their work-related expenses in violation of Labor Code section 2802. Employee and aggrieved employees were required to use their own personal vehicles to perform their work duties. Employee and aggrieved employees were required to secure and maintain particular insurance on these vehicles. Employers only reimbursed Employee and aggrieved employees for mileage at a rate less than the standard IRS business miles rate which was unreasonable. Employers further failed to reimburse Employee and aggrieved employees for other vehicle-related expenses. Employers' failure to reimburse Employee and other aggrieved employees for work-related expenses is a direct violation of Labor Code section 2802 and is also actionable under PAGA.

As a result of Employers' failure to pay all wages owed as described herein, Employers further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. Employers' conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employers' failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to Employee and all formerly employed aggrieved employees.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employers. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



Katherine J. Odenbreit, Esq.

MAHONEY LAW GROUP, APC

EXHIBIT D

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement REVIEW/FINALIZE MOTION FOR PAGA SETTLEMENT APPROVAL.	BILLABLE	8/26/2026	1.2	\$1,400.00	\$1,680.00	Katherine J. Odenbreit
Settlement REVIEW/FINALIZE NOTICE OF SETTLEMENT.	BILLABLE	8/26/2026	0.8	\$1,400.00	\$1,120.00	Katherine J. Odenbreit
Settlement REVIEW/FINALIZE PROPOSED ORDER/JUDGMENT.	BILLABLE	8/26/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH STEVEN GROODE REGARDING MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	8/26/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING FILING MOTON FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	8/26/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement REVIEW FINALIZED DOCUMENTS FOR FILING-MOTION FOR APPROVAL OF PAGA SETTLEMENT.	BILLABLE	8/26/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement SUBMIT MOTION FOR APPROVAL OF PAGA SETTLEMENT TO LWDA.	BILLABLE	8/26/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Settlement REVIEW DEFENDANT'S REVISIONS TO MOTION FOR APPROVAL, MAKE FINAL REVISIONS.	BILLABLE	8/25/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Settlement DRAFT PROPOSED ORDER/JUDGMENT.	BILLABLE	8/20/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO STEVEN GROODE WITH MOTION FOR PAGA SETTLEMENT APPROVAL PAPERS.	BILLABLE	8/20/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Court Mandated Conferences DRAFT JOINT STATUS CONFERENCE STATEMENT.	BILLABLE	8/19/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Court Mandated Conferences DRAFT EMAIL TO STEVEN GROODE WITH DRAFT JOINT STATUS CONFERENCE STATEMENT.	BILLABLE	8/19/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING JOINT STATUS CONFERENCE STATEMENT.	BILLABLE	8/19/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Post-Trial Motions and Submissions EMAIL EXCHANGE WITH JULIAN MAHONEY REGARDING AMENDMENT TO SETTLEMENT.	BILLABLE	8/19/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH KEVIN MAHONEY, JR. REGARDING TRANSLATION OF AMENDMENT TO SETTLEMENT.	BILLABLE	8/19/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR APPROVAL OF SETTLEMENT.	BILLABLE	8/19/2026	1.6	\$1,400.00	\$2,240.00	Katherine J. Odenbreit
Settlement DRAFT NOTICE OF PAGA SETTLEMENT.	BILLABLE	8/19/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Settlement DRAFT PROPOSED ORDER/JUDGMENT FOR PAGA SETTLEMENT.	BILLABLE	8/19/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement REVIEW EMAIL FROM STEVEN GROODE REGARDING AMENDMENT TO SETTLEMENT AGREEMENT.	BILLABLE	8/18/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement DRAFT MOTION FOR PAGA SETTLEMENT APPROVAL.	BILLABLE	8/18/2026	1.8	\$1,400.00	\$2,520.00	Katherine J. Odenbreit
Settlement DRAFT DECLARATION IN SUPPORT OF MOTION FOR PAGA SETTLEMENT APPROVAL.	BILLABLE	8/18/2026	1.3	\$1,400.00	\$1,820.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	8/18/2026	0.5	\$1,400.00	\$700.00	Katherine J. Odenbreit
Settlement DRAFT PROPOSED ORDER/JUDGMENT.	BILLABLE	8/18/2026	1	\$1,400.00	\$1,400.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO PHOENIX ADMINISTRATORS REGARDING DECLARATION AND PAYMENT SCHEDULE.	BILLABLE	8/17/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT MOTION FOR PAGA SETTLEMENT APPROVAL.	BILLABLE	8/17/2026	3.6	\$1,400.00	\$5,040.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH PHOENIX, ADMINISTRATOR.	BILLABLE	8/17/2026	0.2	\$1,400.00	\$280.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH MICHAEL MOORE, PHOENIX REGARDING PROPOSED DISTRIBUTION SCHEDULE.	BILLABLE	8/17/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL TO STEVEN GROODE REGARDING SETTLEMENT ADMINISTRATION.	BILLABLE	8/17/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH STEVEN GROODE REGARDING DISBURSEMENT SCHEDULE.	BILLABLE	8/17/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement DRAFT AMENDMENT NO. 1 TO PAGA SETTLEMENT AGREEMENT.	BILLABLE	8/17/2026	0.6	\$1,400.00	\$840.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO STEVEN GROODE.	BILLABLE	8/17/2026	0.1	\$1,400.00	\$140.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement TELEPHONE CALL WITH STEVE GROODE REGARDING.	BILLABLE	8/14/2026	0.3	\$1,400.00	\$420.00	Katherine J. Odenbreit
Settlement TELEPHONE CALL WITH STEVEN GROODE REGARDING PAGA APPROVAL MOTION.	BILLABLE	8/14/2026	0.4	\$1,400.00	\$560.00	Katherine J. Odenbreit
Communicate (with client) REVIEW SETTLEMENT AGREEMENTS WITH CLIENT.	BILLABLE	6/19/2026	1.8	\$1,400.00	\$2,520.00	Katherine J. Odenbreit
Settlement REVIEW EMAIL FROM STEVEN GROODE REGARDING PAGA SETTLEMENT AGREEMENT.	BILLABLE	5/28/2026	0.2	\$1,100.00	\$220.00	Katherine J. Odenbreit
Settlement REVIEW/REVISE PAGA SETTLEMENT AGREEMENT.	BILLABLE	5/28/2026	0.5	\$1,100.00	\$550.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO STEVEN GROODE REGARDING REVISED PAGA SETTLEMENT AGREEMENT.	BILLABLE	5/28/2026	0.1	\$1,100.00	\$110.00	Katherine J. Odenbreit
Settlement REVIEW/REVISE PAGA SETTLEMENT AGREEMENT.	BILLABLE	5/27/2026	2.1	\$1,100.00	\$2,310.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement TELEPHONE CALL WITH PHOENIX ADMINISTRATORS.	BILLABLE	5/27/2026	0.4	\$1,100.00	\$440.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO STEVEN GROODE REGARDING PAGA SETTLEMENT.	BILLABLE	5/27/2026	0.1	\$1,100.00	\$110.00	Katherine J. Odenbreit
Settlement REVIEW/RESPOND TO EMAIL FROM NAM ADMINSTRATOR.	BILLABLE	4/27/2026	0.2	\$1,100.00	\$220.00	Katherine J. Odenbreit
Settlement ATTEND MEDIATION VIA ZOOM.	BILLABLE	4/24/2026	4.6	\$1,100.00	\$5,060.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	4/24/2026	0.4	\$1,100.00	\$440.00	Katherine J. Odenbreit
Settlement REVIEW/REVISE MEMORANDUM OF UNDERSTANDING.	BILLABLE	4/24/2026	1	\$1,100.00	\$1,100.00	Katherine J. Odenbreit
Communicate (with client) REVIEW MEMORANDUM OF UNDERSTANDING WITH CLIENT.	BILLABLE	4/24/2026	0.9	\$1,100.00	\$990.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement PRE-MEDIATION CALL WITH MEDIATOR DAN DOWNEY.	BILLABLE	4/23/2026	0.7	\$1,100.00	\$770.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	4/22/2026	0.9	\$1,100.00	\$990.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	4/21/2026	0.7	\$1,100.00	\$770.00	Katherine J. Odenbreit
Settlement DRAFT MEDIATION BRIEF.	BILLABLE	4/21/2026	2.7	\$1,100.00	\$2,970.00	Katherine J. Odenbreit
Analysis/Strategy LEGAL RESEARCH	BILLABLE	4/21/2026	1	\$1,100.00	\$1,100.00	Katherine J. Odenbreit
Analysis/Strategy FINALIZE DAMAGE ANALYSIS.	BILLABLE	4/21/2026	2.2	\$1,100.00	\$2,420.00	Katherine J. Odenbreit
Settlement DRAFT EMAIL TO MEDIATOR DAN DOWNEY.	BILLABLE	4/21/2026	0.1	\$1,100.00	\$110.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	4/21/2026	0.7	\$1,100.00	\$770.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Settlement DRAFT MEDIATION BRIEF.	BILLABLE	4/21/2026	2.7	\$1,100.00	\$2,970.00	Katherine J. Odenbreit
Analysis/Strategy REVIEW ESTIMATED DAMAGE ANALYSIS	BILLABLE	4/20/2026	1.2	\$1,100.00	\$1,320.00	Katherine J. Odenbreit
Analysis/Strategy REVISE PLAINTIFF INDIVIDUAL DAMAGE ANALYSIS FOR MEDIATION.	BILLABLE	4/9/2026	1.8	\$1,100.00	\$1,980.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH STEVEN GROODE REGARDING MEDIATION.	BILLABLE	3/27/2026	0.2	\$1,100.00	\$220.00	Katherine J. Odenbreit
Analysis/Strategy REVIEW HERNANDEZ CLASS/PAGA COMPLAINT.	BILLABLE	3/27/2026	0.7	\$1,100.00	\$770.00	Katherine J. Odenbreit
Settlement EMAIL EXCHANGE WITH STEVEN GROODE REGARDING MEDIATION.	BILLABLE	1/21/2026	0.2	\$950.00	\$190.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	1/20/2026	0.6	\$950.00	\$570.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Document Production REVIEWED RESPONDENT'S DOCUMENT PRODUCTION.	BILLABLE	10/28/2025	0.8	\$850.00	\$680.00	Katherine J. Odenbreit
Analysis/Strategy REVIEWED SCHEDULING ORDER.	BILLABLE	10/28/2025	0.3	\$850.00	\$255.00	Katherine J. Odenbreit
Depositions DRAFT EMAIL TO RESPONDENT'S COUNSEL REQUESTING MEET AND CONFER FOR ADDITIONAL DISCOVERY	BILLABLE	10/28/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit
Document Production REVIEW CLIENT DOCUMENTS AND PREPARE FOR PRODUCTION.	BILLABLE	9/8/2025	1.9	\$850.00	\$1,615.00	Katherine J. Odenbreit
Written Discovery DRAFT CLAIMANT'S INITIAL DISCLOSURES.	BILLABLE	9/8/2025	1	\$850.00	\$850.00	Katherine J. Odenbreit
Communicate (with client) EMAIL EXCHANGE WITH VANESSA ACEVES TO SCHEDULE CALL WITH CLIENT.	BILLABLE	9/8/2025	0.2	\$850.00	\$170.00	Katherine J. Odenbreit
Court Mandated Conferences INITIAL CALL WITH ARBITRATOR ALYSON DECKER.	BILLABLE	7/8/2025	0.4	\$850.00	\$340.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences CALL WITH JENNIFER GOLDBERG REGARDING DISCOVERY PLAN AND PROPOSED ARBITRATION HEARING DATES.	BILLABLE	7/7/2025	0.6	\$850.00	\$510.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	12/11/2024	0.9	\$850.00	\$765.00	Katherine J. Odenbreit
Analysis/Strategy CALL WITH SAM BORIN REGARDING DEMAND FOR ARBITRATION.	BILLABLE	12/9/2024	0.4	\$850.00	\$340.00	Katherine J. Odenbreit
Dispositive Motions REVIEW COURT'S ORDER GRANTING MOTION TO COMPEL ARBITRATION.	BILLABLE	6/25/2024	0.7	\$850.00	\$595.00	Katherine J. Odenbreit
Dispositive Motions HEARING ON DEFENDANT'S MOTION TO COMPEL ARBITRATION.	BILLABLE	6/12/2024	0.7	\$850.00	\$595.00	Katherine J. Odenbreit
Dispositive Motions PREPARATION FOR ORAL ARGUMENT ON DEFENDANT'S MOTION TO COMPEL ARBITRATION.	BILLABLE	6/11/2024	1.1	\$850.00	\$935.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy REVIEW ARBITRATION AGREEMENT AND NAM RULES.	BILLABLE	2/2/2024	1.2	\$750.00	\$900.00	Katherine J. Odenbreit
Court Mandated Conferences INITIAL STATUS CONFERENCE WITH JUDGE FREEMAN.	BILLABLE	2/2/2024	0.4	\$750.00	\$300.00	Katherine J. Odenbreit
Court Mandated Conferences REVIEW CASE AND RELATED CASES FOR INITIAL STATUS CONFERENCE.	BILLABLE	1/30/2024	0.7	\$750.00	\$525.00	Katherine J. Odenbreit
Court Mandated Conferences DRAFT EMAIL TO SAMANTHA MARQUEZ REQUESTING RELATED CASE DOCUMENTS.	BILLABLE	1/30/2024	0.2	\$750.00	\$150.00	Katherine J. Odenbreit
Analysis/Strategy TELEPHONE CALL WITH LAURA THERIAULT REGARDING STATUS AND REASSIGNMENT.	BILLABLE	12/1/2023	0.2	\$750.00	\$150.00	Katherine J. Odenbreit
Analysis/Strategy TELEPHONE CALL WITH LAURA THERIAULT REGARDING ISC STATEMENT.	BILLABLE	10/4/2023	0.4	\$750.00	\$300.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Pleadings DRAFT ISC STATEMENT	BILLABLE	10/3/2023	0.7	\$400.00	\$280.00	Laura Theriault
Court Mandated Conferences ISC	BILLABLE	8/16/2023	0.7	\$400.00	\$280.00	Laura Theriault
Fact Investigation/Development TELEPHONE CALL WITH MR. GROODE REGARDING DEFENDANT CORPORATION'S SUSPENDED STATUS.	BILLABLE	8/9/2023	0.3	\$750.00	\$225.00	Katherine J. Odenbreit
Pleadings DRAFT CLASS/PAGA COMPLAINT.	BILLABLE	6/13/2023	2.3	\$750.00	\$1,725.00	Katherine J. Odenbreit
Pleadings DRAFT EMAIL TO NICOLE PIERSON REGARDING FILING OF COMPLAINT.	BILLABLE	6/13/2023	0.1	\$750.00	\$75.00	Katherine J. Odenbreit
Pleadings DRAFT CLASS/PAGA COMPLAINT.	BILLABLE	6/12/2023	1.8	\$750.00	\$1,350.00	Katherine J. Odenbreit
Communicate (with client) DRAFT EMAIL TO CLIENT.	BILLABLE	6/12/2023	0.2	\$750.00	\$150.00	Katherine J. Odenbreit

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Pleadings SUBMIT PAGA LETTER TO LWDA.	BILLABLE	1/31/2023	0.2	\$750.00	\$150.00	Katherine J. Odenbreit
Pleadings DRAFT EMAIL TO NICOLE PIERSON WITH PAGA SUBMISSION.	BILLABLE	1/31/2023	0.1	\$750.00	\$75.00	Katherine J. Odenbreit
Pleadings DRAFT PAGA LETTER.	BILLABLE	1/30/2023	1	\$750.00	\$750.00	Katherine J. Odenbreit
Communicate (with client) TELEPHONE CALL WITH CLIENT.	BILLABLE	1/26/2023	0.5	\$750.00	\$375.00	Katherine J. Odenbreit
Communicate (with client) CLIENT CALL	BILLABLE	8/15/2022	0.5	\$400.00	\$200.00	Raleigh P. Dixon
Communicate (with client) CALL WITH R. DIXON AND CLIENT.	BILLABLE	8/1/2022	0.5	\$150.00	\$75.00	Alicia Chavez
Analysis/Strategy REVIEW FILE.	BILLABLE	6/21/2022	0.4	\$750.00	\$300.00	Katherine J. Odenbreit
Analysis/Strategy DRAFT, REVIEW, FINALIZE, MAIL PERSONNEL FILE REQUEST.	BILLABLE	6/8/2022	0.5	\$150.00	\$75.00	Whitney Waters

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy PREP FOR CLIENT CALL	BILLABLE	5/4/2022	0.5	\$400.00	\$200.00	Raleigh P. Dixon
Communicate (with client) CLIENT CALL	BILLABLE	5/4/2022	1.3	\$400.00	\$520.00	Raleigh P. Dixon
Communicate (with client) CLIENT CALL	BILLABLE	5/2/2022	0.35	\$400.00	\$140.00	Raleigh P. Dixon
Communicate (with client) CALL W/ CLIENT	BILLABLE	2/24/2022	0.8	\$400.00	\$320.00	Raleigh P. Dixon
Analysis/Strategy PREP FOR CALL W/ CLIENT	BILLABLE	2/24/2022	0.4	\$400.00	\$160.00	Raleigh P. Dixon
			72.45	\$76,200.00 USD		

EXHIBIT E

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider ONE LEGAL: 08733129 EFILING CHARGE - JOINT STATUS CONFERENCE STATEMENT REPORT	BILLABLE	8/20/2026	\$24.53	\$24.53	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: INV: 573583 SYSTEM ACCESS FEE	BILLABLE	7/1/2026	\$49.00	\$49.00	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: INV: 560293 SYSTEM ACCESS FEE	BILLABLE	6/1/2026	\$49.00	\$49.00	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: INV: 546863 SYSTEM ACCESS FEE	BILLABLE	5/1/2026	\$49.00	\$49.00	1	Gamaliel Fajardo
Litigation Support JT CALCS Ref# 1664 INV. #260404: Cuenca v. Pacific Western Logistics LLC.	BILLABLE	4/23/2026	\$1,955.00	\$1,955.00	1	Janice Mahoney
Electronic Service Provider CASEANYWHERE: INV: 533280 SYSTEM ACCESS FEE	BILLABLE	4/1/2026	\$49.00	\$49.00	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: INV: 519986 SYSTEM ACCESS FEE	BILLABLE	3/2/2026	\$49.00	\$49.00	1	Gamaliel Fajardo

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Postage CASEANYWHERE: INV: 506666 SYSTEM ACCESS FEE	BILLABLE	2/2/2026	\$49.00	\$49.00	1	Gamaliel Fajardo
Arbitrators/mediators DAN DOWNEY, P.C., CK# 1593 MEDIATION: CUENCA V. DILIGENT DELIVERY SYSTEMS	BILLABLE	1/31/2026	\$3,000.00	\$3,000.00	1	Gamaliel Fajardo
Courtfees SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA COURTS, INV: PR-ZBMNFHQ9KX4H3AJ8F, ORDER AND JUDGEMENT APPROVING SETTLEMENT	BILLABLE	1/15/2026	\$25.50	\$25.50	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: INV: 493618 SYSTEM ACCESS FEE	BILLABLE	1/2/2026	\$49.00	\$49.00	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: INV: 480787 SYSTEM ACCESS FEE - PAYMENT RECEIVED ON 1/13/2026	BILLABLE	12/1/2025	\$50.47	\$50.47	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE; 467813 SYSTEM ACCESS FEE	BILLABLE	11/3/2025	\$49.00	\$49.00	1	Reception
Electronic Service Provider CASEANYWHERE: INV#455016, INV DESCRIPTION	BILLABLE	10/1/2025	\$49.00	\$49.00	1	Maggie A Soberanis

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider CASEANYWHERE: 442404 SYSTEM ACCESS FEE	BILLABLE	9/2/2025	\$49.00	\$49.00	1	Mariana D Melgar
Electronic Service Provider CASEANYWHERE:INV#429976 SYSTEM ACCESS FEE	BILLABLE	8/4/2025	\$55.00	\$55.00	1	Cindy Heredia
Postage JOINT STATEMENT	BILLABLE	8/1/2025	\$1.30	\$1.30	1	Gamaliel Fajardo
Electronic Service Provider CASEANYWHERE: 417433 SYSTEM ACCESS FEE	BILLABLE	7/1/2025	\$49.00	\$49.00	1	Mariana D Melgar
Electronic Service Provider case anywhere system access fee invoice no. 405281	BILLABLE	6/2/2025	\$49.00	\$49.00	1	Jonathan S Rodriguez
Electronic Service Provider system access fee no. 393302	BILLABLE	5/2/2025	\$49.00	\$49.00	1	Jonathan S Rodriguez
Electronic Service Provider Employee filing fee Invoice : 358726-01	BILLABLE	4/8/2025	\$335.00	\$335.00	1	Jonathan S Rodriguez
Electronic Service Provider caseanywhere invoice no . 381367 system access fee	BILLABLE	4/4/2025	\$49.00	\$49.00	1	Jonathan S Rodriguez

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Postage DEMAND FOR ARBITRATION	BILLABLE	3/27/2025	\$23.95	\$23.95	1	Chanel Senior
Electronic Service Provider System Access Fee - 49.00	BILLABLE	2/5/2025	\$49.00	\$49.00	1	Jonathan S Rodriguez
Electronic Service Provider CASEANYWHERE-355612 SYS ACC FEE	BILLABLE	1/6/2025	\$147.00	\$147.00	1	Chanel Senior
Electronic Service Provider CASEANYWHERE: 343881 SYSTEM ACCESS FEE	BILLABLE	10/1/2024	\$147.00	\$147.00	1	Bryan A Miranda
Electronic Service Provider CASEANYWHERE: 332569 SYSTEM ACCESS FEE - DOCUMENT SERVICE FEE	BILLABLE	7/1/2024	\$165.00	\$165.00	1	Bryan A Miranda
Electronic Service Provider ONE LEGAL: 06080130 EFILING CHARGE - OPPOSITION, DECLARATION, DECLARATION	BILLABLE	5/31/2024	\$19.71	\$19.71	1	Bryan A Miranda
Courtfees ORANGE COUNTY CIVIL DOCS: 62042999 RELATED CASE DOCUMENT PURCHASED FROM DOCKET	BILLABLE	5/22/2024	\$7.50	\$7.50	1	Bryan A Miranda
Electronic Service Provider CASEANYWHERE: 321841 SYSTEM ACCESS FEE	BILLABLE	4/1/2024	\$111.72	\$111.72	1	Bryan A Miranda

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider ONE LEGAL - JOINT STATUS CONFERENCE REPORT INV# 21363242 CK# PAID CC	BILLABLE	10/6/2023	\$17.66	\$17.66	1	Monique Flores
Electronic Service Provider ONE LEGAL - INITIAL STATUS CONFERENCE REPORT, NOTICE OF POSTING OF JURY FEES INV# 20973353 CK# PAID CC	BILLABLE	8/10/2023	\$172.08	\$172.08	1	Monique Flores
Electronic Service Provider ONE LEGAL - NOTICE INV# 20753758 CK# PAID CC	BILLABLE	7/7/2023	\$17.66	\$17.66	1	Monique Flores
Electronic Service Provider ONE LEGAL - PROOF OF SERVICE BY SUBSTITUTED SERVICE INV# 20728953 CK# PAID CC	BILLABLE	7/5/2023	\$17.66	\$17.66	1	Monique Flores
Electronic Service Provider ONE LEGAL - PROOF OF PERSONAL SERVICE INV# 20717145 CK# PAID CC	BILLABLE	7/3/2023	\$17.66	\$17.66	1	Monique Flores
Postage STATUS LETTER	BILLABLE	6/29/2023	\$2.70	\$2.70	1	Bryan A Miranda
Electronic Service Provider ONE LEGAL - SUMMONS INV# 20644044 CK# PAID CC	BILLABLE	6/23/2023	\$17.66	\$17.66	1	Monique Flores

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider ONE LEGAL - NOTICE INV# 20646675 CK# PAID CC	BILLABLE	6/21/2023	\$17.66	\$17.66	1	Monique Flores
Electronic Service Provider ONE LEGAL - SUMMONS INV# 20642322 CK# PAID CC	BILLABLE	6/20/2023	\$13.33	\$13.33	1	Monique Flores
Electronic Service Provider ONE LEGAL - COMPLAINT, CIVIL CASE COVER SHEET, SUMMONS INV# 20629965 CK# PAID CC	BILLABLE	6/20/2023	\$1,494.99	\$1,494.99	1	Monique Flores
Postage USPS-POSTAGE-PERSONNEL FILE REQUEST	BILLABLE	8/24/2022	\$15.06	\$15.06	1	Monique Flores
Postage USPS-POSTAGE-AUTHORIZATION	BILLABLE	7/1/2022	\$1.06	\$1.06	1	Monique Flores
Postage USPS-POSTAGE-WELCOME LETTER & QUESTIONNAIRE	BILLABLE	6/7/2022	\$2.69	\$2.69	1	Monique Flores
				\$8,611.55 USD		

EXHIBIT F

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Los Angeles County Superior Court ▼

Court Case Number *

23STCV14082

Hearing Date *

Hearing Time *

HH:MM

Hearing Location *

Department 15-Spring Str

Number of aggrieved employees *

1033

Net Amount to Aggrieved Employees *

57870.47

Gross settlement amount *

371710.00

Gross penalty *

228281.89

Penalties to LWDA *

170411.42

Date of proposed settlement *

6/26/2026

Other PAGA Notices

[Search for PAGA Case number](#)

- ☐ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

Choose File No file chosen

Other Attachment (if any, must be .pdf or .xlsx)

Choose File No file chosen

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to

assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☐ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **August 28, 2026**, I served [X] true copies [] originals of the following document(s): **DECLARATION OF KATHRINE J. ODENBREIT IN SUPPORT OF PLAINTIFFS' NOTICE AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL SETTLEMENT, AWARD OF ATTORNEYS' FEES AND COSTS**. I served the document(s) on the person(s) below as follows:

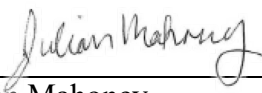
Steven A. Groode, Esq. Maria Lozano, Esq. LITTLER MENDELSON, P.C. 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597	Attorneys for Defendant WESTERN DELIVERY & LOGISTICS, LLC dba DILIGENT DELIVERY SERVICES Telephone: (925) 932-2468 Facsimile: (925) 946-9809 Email: SGroode@littler.com AWitte-Rafizadeh@littler.com MLozano@littler.com JAGoldberg@littler.com MGerard@littler.com
Jennifer Goldberg, Esq. LITTLER MENDELSON, P.C. 2049 Century Park East, 5th Floor, Los Angeles, CA 90067-3107	Attorneys for Defendant WESTERN DELIVERY & LOGISTICS, LLC dba DILIGENT DELIVERY SERVICES Telephone: (310) 553-0308 Facsimile: (800) 715-1330 Email: awitte-rafizadeh@littler.com jagoldberg@littler.com

The document(s) were served by the following means:

☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 28, 2026**, at Long Beach, California.



Julian Mahoney