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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

STEVEN TASSIN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SOUTH STAR LOGISTICS, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2301755

*[Assigned to the Hon. Christian Towns, Dept.
S26, for all purposes]*

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

Hearing:

Date: December 10, 2024

Time: 8:30 a.m.

Dept.: 26

I, Brian J. Mankin, state and declare:

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

///

1 **COUNSEL’S EXPERIENCE**

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

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

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 151 California resident truck drivers employed by Defendant in California at any time during the Class Period of February 9, 2019, through May 5, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$143,746.61, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 300,000.00
Attorneys' Fees (1/3)	\$ 100,000.00
Litigation Costs	\$ 16,753.39
Administrator Costs	\$ 7,000.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Awards	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 143,746.61

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

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

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

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.34% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations

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

ADEQUACY OF COUNSEL AND
REASONABLENESS OF REQUESTED FEE AND COST AWARDS

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

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

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

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

5 17. There are several additional factors why I believe that the Court should award
6 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
7 resulted in a common fund settlement amount of \$300,000, whereby some Class Members will
8 receive as much as **\$4,500.28**. This is an *excellent result* in light of the disputed nature of the
9 claims alleged. This result was achieved by the work and success of my office, who negotiated
10 the settlement after extensive litigation, discovery, preparation, investigation, mediation, and
11 substantial work thereafter.

12 18. Second, Plaintiff faced significant risks going forward with the litigation. As
13 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
14 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
15 Defendant vowed to raise all these defenses at trial. Plus, Defendant obtained release agreements
16 on behalf of a majority of Class Members through a Pick-Up Stix Campaign. Accordingly,
17 Plaintiff faced risky issues going forward with this litigation, and it would have taken several
18 more years to realize any recovery in this action along with the possibility of post-trial appeals.

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

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

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

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

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

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

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

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

25. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$132,880, resulting in a negative multiplier, which is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner)	Trial Counsel	23	\$775	64²	\$49,600
Kristina Carlson	Handling Attorney	10	\$600	138.8	\$83,280
Grand Total					\$132,880

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

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

4 27. In the course of prosecuting this action, Class counsel have incurred expenses that
5 were incidental and necessary to the effective representation of the Class. These expenses
6 included but were not limited to: court filings, messenger services, postage, fax transmission
7 expenses, transportation, mediator fees, and other incidental expenses directly related to this
8 action. The Settlement Agreement provided up to \$25,000 in costs. Through final approval, my
9 office incurred \$16,753.39 in litigation costs (see Exhibit "B" attached hereto). The saving will
10 be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not
11 oppose this request for costs.

12 **REASONABLENESS OF REQUESTED SERVICE AWARD**

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

22 **SUBMISSION TO THE LWDA**

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

25 **EXHIBITS AND CONCLUSION**

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 14, 2024, at Riverside, California.

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

EXHIBIT “A”

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Attorneys for Defendants South Star Logistics, Inc. and Aman Singh Brar

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

STEVEN TASSIN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SOUTH STAR LOGISTICS, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB2301755
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

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

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Steven Tassin, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendants South Star Logistics, Inc. and
4 Aman Singh Brar, and is approved by their respective counsel of record, subject to the terms and
5 conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Tassin v. South Star*
8 *Logistics, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2301755.

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

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

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

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

25 6. "Class" is defined as all current and former California Resident Truck Drivers
26 employed by Defendants in California at any time during the Class Period.

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

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

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

9 10. “Class Period” is deemed to be any time during the period of February 9, 2019,
10 through May 5, 2024, or an earlier period termination date if Defendants exercise their option to
11 shorten the Class Period pursuant to the escalator clause in Paragraph 17, below.

12 11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Steven Tassin.

13 12. “Complaint” refers to the operative first amended class and PAGA representative
14 action complaint filed in the Action, along with the Doe amendments thereto.

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

17 14. “Defendants” means and refers to South Star Logistics, Inc. and Aman Singh
18 Brar.

19 15. “Defendants’ Counsel” or “Defense Counsel” means and refers to Larson &
20 Gaston LLP.

21 16. “Effective Date” means the latest of the following dates: (i) if no Class Member
22 timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement
23 Agreement under Code of Civil Procedure § 663, then the date of the Court’s Notice of Entry of
24 Order regarding Final Approval of the Settlement; (ii) if a Class Member intervenes, or files a
25 motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar
26 days following the date the Court enters an order granting Final Approval, assuming no appeal is
27 filed; or (iii) if a timely appeal is filed, then the date of final resolution of that appeal or other
28

collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

17. “Escalator Clause:” Defendants represent that there are approximately 142 Class Members, who collectively worked a total of 6,700 Workweeks during the Class Period. Should the number of Workweeks exceed 7,538 (which is 12.5% more than Defendants’ representation), then the Settlement Amount shall increase by \$44.78 for each additional Workweek above 7,538. In the alternative, Defendants shall have the exclusive option to modify the applicable Class Period to a date prior to May 5, 2024 (but no earlier than March 6, 2024 – the date of mediation) to avoid incurring the pro rata increase.

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

19. “Individual Class Payment” refers to each Participating Class Member’s share of the Net Settlement Amount, as further discussed in Paragraph 47 (c) below.

20. “Individual PAGA Payment” refers to each Aggrieved Employee’s share of the PAGA Penalties, as further discussed in Paragraph 47(c) below.

21. “Net Settlement Amount” is the Settlement Amount less the Attorneys’ Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties, as further discussed in Paragraph 47(b) below.

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

23. “Response Deadline” is 45 calendar days from the date the Notice is mailed to the Class Members.

24. “Objecting Class Member” means a Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 68(c) below.

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

5 26. “PAGA Period” is deemed to be any time during the period of February 9, 2022,
6 through May 5, 2024, or an earlier period termination date if Defendants exercise their option to
7 shorten the Class Period pursuant to the escalator clause in Paragraph 17, above.

8 27. “Participating Class Member” means any and all Class Members who are deemed
9 to participate and receive an Individual Class Payment and do not opt-out by submitting a timely
10 and valid Request for Exclusion.

11 28. “Parties” means Plaintiff and Defendants, collectively.

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

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

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

25 32. “Released Class Claims” or “Class Claims” includes all claims alleged in the
26 Complaint or which could have reasonably be alleged based solely upon the facts in the
27 Complaint, including: (a) failure to pay minimum wages, (b) failure to pay for rest and recovery
28 periods, (c) failure to reimburse business expenses, (d) failure to failure to timely pay wages upon

1 separation of employment, (e) failure to provide accurate itemized wage statements, (f) unfair and
2 unlawful competition, and (g) all other claims for statutory penalties based on the facts or claims
3 alleged in the operative complaint. The time period governing the Released Class Claims shall be
4 the Class Period.

5 33. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims
6 that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the
7 State of California, based on the facts stated in the Complaint and in the relevant LWDA notice
8 letters, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay
9 minimum wages, (b) failure to pay for rest and recovery periods, (c) failure to reimburse business
10 expenses, (d) failure to failure to timely pay wages each period and upon separation of
11 employment, (e) failure to provide accurate itemized wage statements, (f) failure to maintain
12 employment records, and (g) all other claims for civil penalties recoverable under the Private
13 Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the
14 operative complaint. The time period governing the Released PAGA Claims shall be any time
15 during the PAGA Period.

16 34. “Released Parties” means Defendants and their parents, subsidiaries, directors,
17 owners, shareholders, officers, agents, managing agents, spouses, attorneys, servants, joint
18 employers and employees, past and present, and each of them and anyone acting in concert with
19 foregoing.

20 35. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 68(a)
21 below.

22 36. “Service Payment” or “Service Award” means an amount up to \$10,000.00
23 approved by the Court to be paid to Class Representative Steven Tassin in addition to his
24 Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an
25 Aggrieved Employee.

26 37. “Settlement Amount” is \$300,000.00, subject to the Escalator Clause and
27 exclusive of Defendants’ obligation to fund their share of payroll taxes, as further discussed in
28 Paragraph 47(c) below.

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

B. General Terms

39. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA notice letter. The LWDA did not assert jurisdiction over the PAGA Claims.

40. On February 9, 2023, Plaintiff filed a putative class action complaint against Defendants in San Bernardino County Superior Court. Plaintiff later filed the operative First Amended Complaint, alleging putative class and representative PAGA claims, including: (a) failure to pay minimum wages, (b) failure to pay for rest and recovery periods, (c) failure to reimburse business expenses, (d) failure to failure to timely pay wages upon separation of employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful competition, and (g) related claims under PAGA.

41. Defendants deny Plaintiff’s claims and allegations and contend that the Action is not suitable for class certification.

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

43. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including a sampling of payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,

1 and adequate and is in the best interest of the Class Members in light of all known facts and
2 circumstances, including the risk of significant delay and uncertainty associated with litigation,
3 various defenses asserted by Defendants, and numerous potential appellate issues.

4 44. On March 6, 2024, Plaintiff and Defendants participated in a full-day mediation
5 with Steven Serratore, Esq., a well-respected wage-and-hour mediator. At the conclusion of
6 mediation, extensive arm's-length negotiations, and after issuance of a mediator's proposal, the
7 Parties reached a global settlement and entered into this Agreement.

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

12 46. Stipulation for Class Certification. For settlement purposes only, Defendants will
13 stipulate that the Participating Class Members may be conditionally certified as a Class. This
14 stipulation to certification is in no way an admission that class action certification is proper and
15 shall not be admissible in this or in any other action except for the sole purposes of enforcing this
16 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties'
17 stipulation to class certification as part of the Settlement shall become null and void ab initio and
18 shall have no bearing on, and shall not be admissible in connection with, the issue of whether
19 certification would be appropriate in a non-settlement context. Defendants expressly reserve
20 their rights and declare that they would continue to oppose class certification and the substantive
21 merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his
22 rights and declares that he will continue to pursue class certification and a trial should the Court
23 fail to issue Final Approval.

24 **C. Terms of Settlement**

25 47. The financial terms of the Settlement are as follows:

26 (a) Settlement Amount: The Parties agree to settle this Action for the
27 Settlement Amount, subject to the Escalator Clause and Defendants' obligation to separately pay
28 the share of payroll taxes owed on the wage portion of the Individual Class Payments, which is

the maximum amount that will be paid by Defendants and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Class.

(c) The Individual Class Payment for each Class Member will be calculated by the Administrator using the Class Data provided by Defendants on a "Share Point" basis as follows:

- i. Each Class Member will be credited one (1) Share Point for each Week Worked during the Class Period.
- ii. Class Members will be credited three (3) additional Share Points for each Week Worked as a Piece-Rate Driver (e.g., paid per mile driven) for Defendant South Star Logistics, Inc. in California during the Class Period.
- iii. The Administrator shall divide the Net Settlement Amount by the total number of Share Points to arrive at the "Share Point Rate," which is the value of each Individual Share Point.
- iv. The Individual Class Payment for each Class Member will then be determined by multiplying the Class Member's Share Points by the Share Point Rate.
- v. If there are any timely submitted Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payments for each Participating Class Member so that the amount

1 actually distributed to Participating Class Members equals 100% of
2 the Net Settlement Amount.

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

10 (e) Service Payment to Class Representative: The amount, if any, awarded to
11 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
12 exceed \$10,000, in exchange for the service that Plaintiff performed on behalf of the Class.
13 Defendants agree not to oppose this request. The Service Payment to the Class Representative
14 will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form
15 1099 in connection with this payment and shall be solely and legally responsible to pay all
16 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
17 Payment to the Class Representative less than the requested amount shall not be a basis for Class
18 Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the
19 Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to
20 the Participating Class Members.

21 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
22 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
23 Settlement Amount, plus reasonable litigation costs not to exceed \$25,000 ("Attorney's Fees and
24 Cost Award"). Defendants agree not to oppose any contention by Class Counsel that attorneys'
25 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
26 paid from the Settlement Amount, and, except for this award, Defendants shall have no further
27 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
28 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to

1 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
2 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
3 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
4 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the
5 Court.

6 (g) Administration Costs: The fees and other charges of the Administrator
7 will be paid from the Settlement Amount, not to exceed \$7,000, unless (1) the Escalator Clause
8 is triggered (whereby any reasonable increase in Administration Costs shall be paid from the
9 increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all
10 Parties and the Court.

11 (h) PAGA Penalties: The Parties agree that \$30,000 is allocated to PAGA
12 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
13 amount, \$22,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
14 Private Attorney General Act of 2004 ("PAGA") and \$7,500 (25%) will form the Individual
15 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
16 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
17 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
18 Settlement.

19 (i) Tax Liability: Class Counsel and Defendants make no representations as
20 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
21 the Class Members are not relying on any statement or representation by Class Counsel or
22 Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees
23 understand and agree that they will be solely responsible for the payment of any taxes and
24 penalties assessed on their respective Individual Class Payments and Individual PAGA
25 Payments, described herein. Forms 1099 will be distributed in the manner required by the
26 Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code,
27 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
28 this Agreement, the processes set forth in this Section may be modified in a manner to bring

Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

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

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

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

D. Release by the Participating Class Members

48. Upon entry of the Final Approval Order and Defendants’ funding of the Settlement Amount and the required employer-side payroll taxes, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

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

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

E. Release of PAGA Claims

1 51. Upon entry of the Final Approval Order and Defendants’ funding of the
2 Settlement Amount and the required employer-side payroll taxes, Plaintiff – in his individual
3 capacity and on behalf of the State of California and LWDA – shall completely release and
4 discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

8 **F. Release by Plaintiff and Class Representative**

9 53. Class Representative does hereby, for himself and his spouses, heirs, successors,
10 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
11 personal representatives, and assigns forever and completely release and discharge the Released
12 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
13 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
14 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
15 damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever,
16 from the beginning of time through the execution of this Agreement, whether known or
17 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
18 upon, or relating to Class Representative’s employment with Defendants or the remuneration for
19 or termination of such employment (the “Class Representative’s Claims”).

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

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

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

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

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

1 57. It is the intent of the Parties that the Final Approval Order shall have full
2 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law with
3 regard to the Release by Participating Class Members, the Release of PAGA Claims and the
4 Release by Plaintiff and Class Representative.

5 **G. Interim Stay of Proceedings**

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

9 **H. Notice Process**

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

18 60. Disputes Regarding Administration. Any and all disputes relating to
19 administration of the Settlement by the Administrator (except for disputes regarding Class Data)
20 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
21 and conditions of this Agreement, until Plaintiff and Defendants notify the Court that all
22 payments and obligations contemplated by this Agreement have been fully carried out. Prior to
23 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the
24 dispute without the necessity of Court intervention. The Administrator shall also be responsible
25 for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class
26 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this
27 Agreement.
28

1 61. Class Data. Within fourteen (14) days after entry of the Preliminary Approval
2 Order, Defendants shall provide the Class Data to the Administrator. The Administrator will run
3 a check of the Class Members' addresses against those on file with the U.S. Postal Service's
4 National Change of Address List. The Class Data provided to the Administrator will remain
5 confidential and will not be used or disclosed to anyone, except as required by applicable tax
6 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although
7 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class
8 Counsel from communicating with Class Members regarding the Action and Settlement.

9 62. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
10 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
11 calculation of all payments to be paid from the Settlement Amount, including the estimated
12 Individual Class Payments to each Class Member and Individual PAGA Payments to each
13 Aggrieved Employee (a person's name shall be redacted and a control number used in place of
14 the name). In the event that the total Workweeks worked by all Class Members triggers the
15 Escalator Clause, the Administrator shall notify the Parties of the increased Settlement Amount,
16 and related increased payments from the Settlement Amount, including increased Attorneys'
17 Fees and Costs and any increased Administration Costs, all of which shall be subject to Court
18 approval. Pursuant to the terms of the Escalator Clause, Defendants may exercise its option to
19 modify the applicable Class Period to a date no earlier than March 6, 2024 to avoid the pro rata
20 increase.

21 63. Notice. The Notice, as approved by the Court, shall be sent by the Administrator
22 to the Class Members, by first class mail, in English and Spanish, within ten (10) calendar days
23 following the Administrator's receipt of the Class Data. The Administrator shall use standard
24 devices, including a skip trace, to obtain forwarding addresses of Class Members if any
25 envelopes are returned.

26 64. Returned Notice Packets. The Administrator will take steps to ensure that the
27 Notice is received by all Class Members, including utilization of the National Change of Address
28 Database maintained by the United States Postal Service to review the accuracy of and, if

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

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

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

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

4 68. Class Members' Rights. Each Class Member will be fully advised of the
5 Settlement, the ability to object to the settlement, and the ability to opt out or request exclusion
6 from the Class Claims portion of the Settlement. The Notice will inform the Class Members of
7 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
8 in accordance with the following guidelines:

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

13 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
14 SOUTH STAR LAWSUIT. I UNDERSTAND THAT IF I ASK TO
15 BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL
16 NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM
17 THIS LAWSUIT."

18 To be valid, any Request for Exclusion must include the full name, address, telephone
19 number, last four digits of the social security number or date of birth, and signature of the Class
20 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
21 Administrator at the specified address set forth in the Notice. Any such Request must be made in
22 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
23 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
24 Member who timely requests exclusion in compliance with these requirements: (i) will not have
25 any rights under this Agreement, including the right to object, appeal, or comment on the
26 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
27 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
28 who is an Aggrieved Employee who requests timely exclusion will still be subject to the

Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendants' respective members, member managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

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

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

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

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

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

13 69. Calculation of Employer's Share of Payroll Taxes. Within five (5) calendar days
14 of Final Approval, the Administrator shall provide Defense Counsel with the calculation of the
15 employer's share of payroll taxes to be paid by Defendant in addition to the Settlement Amount.

16 70. Funding of the Settlement Amount. Defendants shall, jointly and severally,
17 deposit the Settlement Amount, plus Defendants' share of payroll taxes owed on Individual Class
18 Payments, with the Administrator within sixty (60) days after the Effective Date or May 1, 2025,
19 whichever is later.

20 71. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
21 Settlement Amount by Defendants, the Administrator shall mail the Individual Class Payments
22 to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
23 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
24 Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and will
25 pay itself the Administration Costs.

26 72. Deadline for Cashing Settlement Checks. Participating Class Members and
27 Aggrieved Employees shall have 180 calendar days after mailing by the Administrator to cash
28 their settlement checks. The release will be binding even upon Participating Class Members who

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

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

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

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

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

- (a) Approving as to form and content the proposed Notice;
- (b) Directing the mailing of the Notice by first class mail to the Class Members;
- (c) Preliminarily approving this Settlement;

- 1 (d) Preliminarily certifying the class for purposes of this Settlement;
2 (e) Advising the LWDA of the proposed Settlement; and
3 (f) Scheduling the Final Approval Hearing on the issue of whether this
4 Settlement should be finally approved as fair, reasonable, and adequate.

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

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

- 8 (a) Approving the Settlement, adjudging the terms thereof to be fair,
9 reasonable and adequate, and directing consummation of its terms and provisions;
10 (b) Approving Class Counsel's application for an award of attorneys' fees and
11 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
12 and the payment to the Administrator for costs of administering the settlement; and
13 (c) Entering judgment approving Settlement.

14 **K. Defendants' Right to Withdraw.**

15 75. If the number of valid Requests for Exclusion received by the Administrator
16 exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not
17 obligated to, elect to withdraw from the Settlement. The Parties agree that if Defendants
18 withdraw, the Settlement shall be void ab initio, and subject to the provision of Section L, below.
19 Defendants must notify Class Counsel and the Court of their election to withdraw not later than
20 seven (7) calendar days after the Administrator sends the final list of Requests for Exclusion
21 received before Response Deadline to Defense Counsel; late elections will have no effect.

22 **L. Voiding the Agreement**

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

27 77. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will
28 have no further obligations under the Settlement, including any obligation by Defendants to pay

the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

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

M. Other Terms

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

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

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

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

83. No Admission. Defendants deny any and all liability to Plaintiff and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendants have

1 taken into account the uncertainty and risks inherent in litigation, and without conceding any
2 infirmity in the defenses that they have asserted or could assert against Plaintiff, have determined
3 that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the
4 terms and conditions set forth in this Agreement.

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

17 85. No Publicity. The Parties will not publicize the Settlement or disclose it to third
18 parties prior to the Court granting Preliminary Approval, except as required or necessary to
19 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and
20 Class Representative agree that they will not discuss the Settlement with the media, any
21 settlement and verdict reporting service, any social media postings, or other Internet postings.
22 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or
23 other case materials in the Action related to seeking and obtaining Court approval of this
24 Settlement and the related awards of attorneys' fees and costs, or to communications with Class
25 Members or their representatives about this Settlement, including through the posting of Court-
26 filed documents on Class Counsel's websites for access solely by the Class Members, or to
27 prevent the Parties or their representatives from communicating with financial or legal advisors
28

1 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that
2 the Action has been settled on terms mutually agreeable to the Parties.

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

7 *To the Class:*

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

14 *To Defendant:*

15 Victor J. Cosentino
16 *victor.cosentino@larsongaston.com*
17 LARSON & GASTON, LLP
18 200 S. Los Robles Ave, Suite 530
19 Pasadena, CA 91101
20 Tel: (626) 795-6001 | Fax: (626) 795-0016

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

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

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

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

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

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

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

23 94. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
24 because the members of the Class are numerous, it is impossible or impractical to have each
25 Class Member execute this Agreement. The Notice will advise all Class Members of the binding
26 nature of the release provided herein and such shall have the same force and effect as if this
27 Agreement were executed by each Class Member.
28

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

Dated: Jun 13, 2024

PLAINTIFF AND CLASS REPRESENTATIVE


Steven Tassin (Jun 13, 2024 17:17 CDT)

Steven Tassin

Dated: 06 / 18 / 2024

DEFENDANT SOUTH STAR LOGISTICS, INC.

aman brar

By: Aman Brar (name)

president (title)

Dated: 06 / 18 / 2024

DEFENDANT AMAN SINGH BRAR

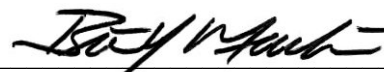
aman brar

Aman Singh Brar

APPROVED AS TO FORM:

Dated: June 13, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP


Brian J. Mankin
Attorneys for Plaintiff

Dated: June 17, 2024

DEFENSE COUNSEL
LARSON & GASTON, LLP


Victor J. Cosentino, Esq.
Attorneys for Defendants

EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = Tassin v South Star Logistics, Inc.
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Steven Tassin <u>Tassin v South Star Logistics, Inc.</u>									
02-08-2023	Approved	LWDA fees to submit PAGA letter	Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
02-09-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	454.83	0.00	1.00	454.83
TurboCourt Order #7665154 - file complaint									
02-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	100.80	0.00	1.00	100.80
Bosco Inv #8393399 Serve: South Star Logistics, Inc., a California Corporation Summons: Complaint; Civil Case Cover Sheet; ADR Information Packet Court: San Bernardino County Superior Court - Central District Closed on: 02/28/2023									
02-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #7729422 - file Notice and Acknowledgement of Receipt									
03-02-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,002.00	0.00	1.00	1,002.00
San Bernardino Superior Court complex fees									
05-12-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11695750 for 5/12/23 CMC									
05-15-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	31.06	0.00	1.00	31.06
TurboCourt Order #7989582 - file Slip and Order re FAC									
05-15-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #7989660 - file Notice of Ruling									
05-22-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8018214 - file FAC									
07-05-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8108897 - file Joint Statement									
07-21-2023	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	14,000.00	0.00	1.00	14,000.00

Invoice from Serratore Law for March 6, 2024 mediation w Steven Serratore

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = Tassin v South Star Logistics, Inc.
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Steven Tassin									
Tassin v South Star Logistics, Inc.									

07-24-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
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Courtcall ID #11721729 for 7/21/23 CMC

01-10-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
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Bosco Inv #10184947
File and Conform in Dept S26
Stipulation and Order
Advance Fees
Court: San Bernardino County Superior Court - Central District
Completed on: 01/05/2024

03-15-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
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Bosco Inv #10606205
File and Conform:
Amendment to Complaint
Court: San Bernardino County Superior Court - Central District
Completed on: 03/14/2024

03-31-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
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Bosco Inv #10768421
File and Conform in Dept S26
Joint Notice of Settlement and Stipulation and Order
Advance Fees
Court: San Bernardino County Superior Court - Central District
Completed on: 03/29/2024

07-17-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	163.05	0.00	1.00	163.05
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Bosco Inv #11423959
File and conform.
-Motion
-Declaration x3
-Proposed Order
advance fee
Court: San Bernardino County Superior Court - Central District
Completed on: 7/16/2024

08-09-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
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Courtcall ID #11850037 for 8/8/24 MPA

08-12-2024	Approved		Billable	E112 Court fees Chiarito, Tracie		3.00	0.00	1.00	3.00
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All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = Tassin v South Star Logistics, Inc.
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Steven Tassin</u>									
<u>Tassin v South Star Logistics, Inc.</u>									
Receipt for San Bernardino Superior Court - copy of signed PA order									
11-14-2024	Approved		Billable	Attorney Service	Chiarto, Tracie	300.00	0.00	1.00	300.00
Estimated cost to file MFA and supporting documents via Bosco									
12-10-2024	Approved		Billable	Attorney Service	Chiarto, Tracie	144.00	0.00	1.00	144.00
Estimated cost for Courtcall for MFA									

Project Total 16,753.39
Client Total 16,753.39
Grand Total 16,753.39

EXHIBIT “C”