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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

VIRGINIA ALVARADO, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ALTA RESOURCES CORP., a Wisconsin
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2304861

*[Assigned to the Hon. Joseph Ortiz, Dept S17,
for all purposes]*

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

Hearing:

Date: June 12, 2025

Time: 1:30 p.m.

Dept.: 17

I, Brian J. Mankin, state and declare:

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

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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 1,303 current and former non-exempt employees who worked for Defendant Alta in California at any time during the Class Period of April 12, 2019, through the date of Preliminary Approval, which was January 13, 2025.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$1,224,222.22, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 2,000,000.00
Attorneys' Fees (1/3)	\$ 666,666.67
Litigation Costs	\$ 27,611.11
Administrator Costs	\$ 14,000.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 10,000.00
Civil Code § 1542 Waiver to Plaintiff	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 1,224,222.22

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 no one opted out of the settlement.

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

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

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

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

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

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

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

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

9 17. There are several additional factors why I believe that the Court should award
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
11 resulted in a common fund settlement amount of \$2,000,000, whereby some Class Members will
12 receive as much as **\$4,287.35**, while the average payment is \$939.54. This is an *excellent result*
13 in light of the disputed nature of the claims alleged. This result was achieved by the work and
14 success of my office, who negotiated the settlement after extensive litigation, discovery,
15 preparation, investigation, mediation, and substantial work thereafter.

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

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

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

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

11 21. As exemplified by the contingent nature of high risk class action litigation, I can
12 further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c)
13 an individual settlement in lieu of a class recovery, as demonstrated below

14 **Sample of Cases with Zero Recovery for Class Counsel**

15 The following is a small sample of cases in which Plaintiff's Counsel have received zero
16 recovery on class/PAGA cases due to the company's financial condition.

- 17 • Heavily litigated Class/PAGA action that Class Counsel certified as a class, prevailed
18 on summary adjudication, fully prepared for trial and one day before the start of trial,
19 ***Defendant filed for bankruptcy, resulting in complete loss of attorneys fees and all***
20 ***costs advanced*** (*Garza v. Quality Conversation*, San Bernardino Superior Court Case
21 No. CIVDS1506788);
- 22 • Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all fees***
23 ***and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No.
24 RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No.
25 CIVSB2215927);
- 26 • In a pending matter, Class Counsel has litigated the case for over **5 years** with an
27 estimated 1,000 plus hours in attorney time, leading to the class certification in favor
28 of Plaintiff on all claims for over 1,500 class members. Despite all the work invested

1 into the matter, including preparing for an upcoming trial, the likely outcome will
2 either be (1) defendants filing bankruptcy that will result in zero recovery, or (2) a
3 greatly discounted settlement based on defendant's financial obstacles and ability-to-
4 pay;

- 5 • ***Class Counsel have been forced to dismiss class and PAGA cases without any***
6 ***compensation or reimbursement of fees or costs due to the financial condition of***
7 ***Defendant***, (*Cox v. NurseLoop*, San Bernardino Superior Court Case No.
8 CIVSB2225440; *Joyce v. GES Distribution*, Riverside Superior Court Case No.
9 RIC1905739);
- 10 • Of course, there is also the reality that a Defendant may prevail on the merits,
11 whereby Class Counsel will receive no compensation and lose it out of pocket costs
12 entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a
13 PAGA case, only to have the appellate court reverse the decision and rule in favor of
14 Defendant, thereby reversing the fee and cost award and resulting in no recovery of
15 fees or costs.

16 ***Sample of Cases with Zero Recovery for Class Counsel***

17 Even when my office achieves a settlement and what appears to be a "favorable"
18 outcome, there are countless times when the fees requested by my firm still result in a ***large***
19 ***negative attorney fee multiplier***, including the following examples:

- 20 • ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior
21 Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years,
22 and obtained class certification. Yet, despite the fact that a settlement was
23 eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel
24 due to financial condition;
- 25 • ***Negative 4.24 multiplier:*** In *Sacks v. Natural Energy*, San Bernardino
26 Superior Court Case No. CIVDS1811288, the matter resulted in a settlement
27 with a negative 4.24 multiplier for Class Counsel due to financial condition;
28

- **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case No. RIC2002410, Class Counsel's lodestar was nearly the same amount as the gross settlement amount – thus, resulting in a negative 2.85 multiplier.

Class/PAGA Cases Converted to Small Individual Settlements

There are also many situations when my office is forced to convert matters into small individual settlements (and therein lose substantial attorneys fees) for a variety of reasons, including due the financial constraints of a defendant, or because a company may engage in a “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant engages in a reverse auction and settles a class/PAGA case with another firm that will take less (i.e., cherry picking), thereby cutting off Class Counsel's recovery. There are indeed numerous examples of this occurring that result in an individual settlement, thereby causing my office to bear the burden of a loss in attorneys' fees.

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

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

24. At my office, the day to day case management was handled by my associate attorney, Kristina Carlson, while I performed the role of the supervising attorney. As set forth in her declaration, Ms. Carlson works exclusively with me on employment law matters. She has been in practice for 11 years and bills at the hourly rate of \$600/hour. I have been in practice for 23 years, with most of those years handling complex litigation and for over the last 17 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour. I believe these rates are consistent with Plaintiffs and Defense attorneys who handle complex class action litigation, if not somewhat lower.

1 25. Class Counsel’s hourly rates are comparable to those of other attorneys with equal
2 or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
3 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
4 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023
5 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard.
6 The Real Rate Report is based on an enormous and statistically significant compilation of data,
7 comprising millions of billing entries from a hundred thousand individual timekeepers who
8 worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to
9 provide the hourly rates for partners and associates in major metropolitan areas. For the southern
10 California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for
11 the middle and upper quartiles, and (b) the rates for associates with seven or more years of
12 experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And,
13 perhaps most importantly, the information provided in the Real Rate Report is not based on self-
14 reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate
15 Report is based on the actual hours and fees billed by law firms, which makes it “a much better
16 reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS*
17 *Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*,
18 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of
19 independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in
20 the community for similar work.”

21 26. I have billed 157 hours on this case, including an estimated 35 hours that I will
22 bill in finalizing and filing the motion, preparing for and attending the approval hearing, and
23 working with the Settlement Administrator and defense counsel to finalize this matter. Including
24 Ms. Carlson’s 248.30 hours, our combined work results in a total lodestar of \$270,655, meaning
25 that we are seeking a fair and reasonable 2.4 multiplier.

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

1 28. In the course of prosecuting this action, Class counsel have incurred expenses that
2 were incidental and necessary to the effective representation of the Class. These expenses
3 included but were not limited to: court filings, messenger services, postage, fax transmission
4 expenses, transportation, mediator fees, and other incidental expenses directly related to this
5 action. The Settlement Agreement provided up to \$30,000 in costs. Through final approval, my
6 office incurred \$27,611.11 in litigation costs (see Exhibit “B” attached hereto). The saving will
7 be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not
8 oppose this request for costs.

9 **REASONABLENESS OF REQUESTED SERVICE AWARD**

10 29. I also believe that the service award and waiver of Civil Code § 1542 to Plaintiff
11 is fair and warranted for the reasons outlined in her declaration and in the motion. She came
12 forward and worked directly with my offices in analyzing the claims and documents, providing
13 valuable information. (See Plaintiff’s declaration for supporting information.) Indeed, her
14 participation was an essential element of Defendant’s desire to mediate and of the pre and post
15 mediation analysis that allowed Class Counsel to settle the case. In addition to foregoing
16 separate individual claims, she also took on various risks, including the risk that she could have
17 been ordered to pay Defendant’s costs if she lost and the risk of retaliation and being black-
18 balled in the industry. She also provided a full release of all claims, thereby agreeing to forego
19 her individual claims. Defendant does not oppose the requested service award.

20 **SUBMISSION TO THE LWDA**

21 30. The Motion and declarations, including the Settlement Agreement, have
22 concurrently been submitted to the LWDA. (See Exhibit “C”).

23 **EXHIBITS AND CONCLUSION**

24 31. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
25 “A.”

26 32. Attached hereto as Exhibit “B” is a true and correct copy of an itemized statement
27 of my firm’s litigation costs.
28

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 20, 2025, at Riverside, California.

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

EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff VIRGINIA ALVARADO (“Plaintiff”) and defendant ALTA RESOURCES CORP. (“ALTA”). The Agreement refers to Plaintiff and ALTA collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against ALTA captioned *Virginia Alvarado v. Alta Resources Corp.* (Case No. CIVSB2304861), initiated on April 12, 2023 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by ALTA in California and classified as a non-exempt employee who worked for ALTA during the PAGA Period.
- 1.5 “Class” means all persons employed by ALTA in California and classified as a non-exempt employee who worked for ALTA during the Class Period.
- 1.6 “Class Counsel” means Brian J. Mankin and Kristina Bui Carlson of LAUBY, MANKIN & LAUBY LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute and settle the Action.
- 1.8 “Class Data” means Class Member identifying information in ALTA’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks worked in the Class Period and PAGA Pay Periods worked in the PAGA Period.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from April 12, 2019 to Preliminary Approval (subject to Paragraph 8 below).
- 1.13 “Class Representative” means the named Plaintiff in the Complaints in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, as well as the amount for signing a full release and section 1542 waiver and foregoing the right to bring a separate individual claims against ALTA.
- 1.15 “Court” means the Superior Court of California, County of San Bernardino.
- 1.16 “Defense Counsel” means Brian D. Martin and April L. Szabo of Atkinson, Andelson, Loya, Ruud & Romo.
- 1.17 “Effective Date” means the date by when both of the following have occurred:
 - (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the entered Judgment is served on ALTA; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means Two Million dollars (\$2,000,000) which is the total amount ALTA agrees to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment,

Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

- 1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 "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 worked during the PAGA Period.
- 1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.26 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ALTA for at least one day during the PAGA Period.
- 1.30 "PAGA Period" means the period from April 12, 2022 to Preliminary Approval (subject to Paragraph 8 below).
- 1.31 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.32 "PAGA Notice" means Plaintiff's April 12, 2021 letter to ALTA and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

- 1.36 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.37 “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaints, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse for business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages upon termination; (g) violations of the California Business & Professions Code §§ 17200 et seq. These claims include, but are not limited to, California Labor Code sections 200, 201-203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 et seq. (“Released Class Claims”). The Released Class Claims extend to all theories of relief regardless of whether the claim is, was or could have been alleged under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California’s Business and Professions Code section 17200), and includes all types of relief available for the above-referenced claims, including, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The operative release period for the Released Class Claims is the Class Period.
- 1.38 “Released PAGA Claims” means all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq., that were alleged, or reasonably could have been alleged, based on the allegations, the facts, and/or legal theories under PAGA contained in the Complaints and the and in Plaintiff’s PAGA Notice to the LWDA (including any amendments thereto), including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to reimburse for business expenses; (e) failure to provide complete and accurate wage statements; (f) failure to pay wages each pay period and upon termination (“Released PAGA Claims”). The Released PAGA Claims include, but are not limited to, California Labor Code sections 200, 201-203, 204, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and all related provisions of the California Code of Regulations, and the California Industrial Wage Orders. The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties, but does not otherwise alter the release provide if the aggrieved employee is also a Participating Class Member.
- 1.39 “Released Parties” means: ALTA and each of its former and present directors, officers, shareholders, owners, agents, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41 “Response Deadline” means forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43 “Workweek” means any calendar week during which a Class Member worked for ALTA for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On April 12, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against ALTA for (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair competition.
- 2.2 On July 21, 2023, the court granted a stipulation to the filing of a First Amended Complaint (“FAC”) adding claims under the Private Attorneys General Act (“PAGA”). ALTA denies the allegations in the Complaints, denies any failure to comply with the laws identified in in the Complaints and denies any and all liability for the causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to ALTA and the LWDA by sending the PAGA Notice.
- 2.4 On August 29, 2024, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq. which led to this Agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained through informal discovery, documents and a sampling of time and payroll information of putative class members. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6 The Court has not granted class certification.
- 2.7 The Settlement is intending to resolve all class and PAGA representative claims brought in, related, and pursuant to the Action, and related requests for relief, including but not limited to all claims for Plaintiff’s attorney fees and costs.

3. **MONETARY TERMS.**

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraphs 8 and 9 below, ALTA promises to pay Two Million dollars (\$2,000,000) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments. ALTA has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ALTA.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than Ten Thousand dollars (\$10,000), plus Seven Thousand Five Hundred dollars (\$7,500) in exchange for signing a full release and Civil Code § 1542 waiver and foregoing the right to bring separate individual claims. ALTA will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more one-third of the Gross Settlement Amount, which is currently estimated to be Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six dollars and Sixty-Seven cents (\$666,666.67) and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand dollars (\$30,000). ALTA will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel

assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ALTA harmless, and indemnifies ALTA, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$14,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$14,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wage damages and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifty Thousand dollars (\$50,000) to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees

assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, ALTA estimates there were 1,295 Class Members as of July 21, 2024, who collectively worked a total of 83,925 Workweeks, and 447 Aggrieved Employees as of July 21, 2024, who worked a total of 13,032 PAGA Pay Periods.
- 4.2 Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, ALTA will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ALTA has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ALTA must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. ALTA shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ALTA's share of payroll taxes. The funds shall be transmitted to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after ALTA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed

by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ALTA to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when ALTA fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaints or ascertained during the Action and released under 5.2, below, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaints, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.3, below ("Plaintiff's Release"). Plaintiff's Release does

not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims, as defined in Paragraph 1.37. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees (regardless of whether they are Participating Class Members) 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 the Released PAGA Claims, as defined in Paragraph 1.38.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.
- 6.4 Certification of a Conditional Class: The Parties agree to certification of a conditional class to facilitate settlement only.

7. SETTLEMENT ADMINISTRATION.

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

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, total Workweeks, and total Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, ALTA or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this

Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the

Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

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

7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members

who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 21 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **ESCALATOR CLAUSE**. Based on its records, ALTA estimates that the Class Members collectively worked a total of 83,925 Workweeks from April 12, 2019 through July 21, 2024.

Should the actual number of Workweeks worked by the Class Members during the Class Period be in excess of 83,925 by more than 10% (i.e. more than 92,317), ALTA shall have the election to either (a) cut off the Class Period when the Workweeks worked by Participating Class Members reaches 92,317, or (b) the Gross Settlement Amount shall increase in proportion to the amount of the increase exceeding the 10%. For example, if the actual Workweek count during the Class Period is 100,710 (an increase of 20% from 83,925), the Gross Settlement Amount shall correspondingly increase by 10%.

9. **ALTA'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds twenty (20) Class Members, ALTA may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ALTA withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ALTA will remain responsible for paying all Settlement Administration Expenses incurred to that point. ALTA must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the requested amounts for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ALTA that any of the allegations in the Complaints have merit or that ALTA has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ALTA's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, ALTA reserves the right to contest certification of any class for any reasons, and ALTA reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ALTA's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ALTA and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ALTA, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, ALTA nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ALTA in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from ALTA unless, prior to the Court's discharge of the Administrator's obligation, ALTA makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

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

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

To Plaintiff:

Brian J. Mankin
Kristina Bui Carlson
LAUBY, MANKIN & LAUBY LLP
4590 Allstate Dr.
Riverside, CA 92501
brian@lmlfirm.com
kristina@lmlfirm.com

To ALTA:

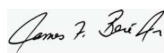
Brian D. Martin
April L. Szabo
Atkinson, Andelson, Loya, Ruud & Romo
4225 Executive Square, 7th Floor
La Jolla, CA 92037-1477
brian.martin@aalrr.com
april.szabo@aalrr.com

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

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

Dated: December 10, 2024

ALTA RESOURCES CORP.

By: 
Title: Chairman & CEO

Dated: Dec 5, 2024

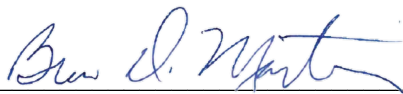
VIRGINIA ALVARADO.

By: 
Virginia Alvarado

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS

Dated: December 10, 2024

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: 
Brian D. Martin
April L. Szabo
Attorneys for Alta Resources Corp.

Dated: Dec. 6, 2024

LAUBY, MANKIN & LAUBY LLP

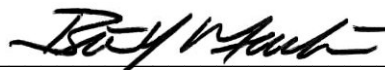
By: 
Brian J. Mankin
Kristina Bui Carlson
Attorneys for Plaintiff Virginia Alvarado

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00533 Alvarado v Alta
Resources (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>Virginia Alvarado</u> <u>14000-00533 Alvarado v Alta Resources</u>									
03-02-2023	Approved		Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	24.00	1.44
24 copies @ .06 each - letters to company requesting documents									
03-02-2023	Approved		Billable	E108 Postage	Chiarito, Tracie	17.40	0.00	1.00	17.40
Postage for March 2023									
04-12-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
Receipt for LWDA to submit PAGA letter									
04-12-2023	Approved		Billable	E108 Postage	Chiarito, Tracie	18.36	0.00	1.00	18.36
Postage for April 2023									
04-12-2023	Approved		Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	80.00	4.80
80 copies @ .06 each - LWDA and demand to preserve letter to company									
04-12-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	462.66	0.00	1.00	462.66
TurboCourt Order #7876820 - file complaint									
04-21-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	137.93	0.00	1.00	137.93
Bosco Inv# 8731655 Serve: Alta Resources Corp, a Wisconsin Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: Superior Court of California, County of San Bernardino - Justice Center Completed on: 04/19/2023									
05-11-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,000.00	0.00	1.00	1,000.00
San Bernardino Superior Court complex fees									
06-27-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11712950 for 6/28/23 CMC									
07-06-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	31.06	0.00	1.00	31.06
TurboCourt Order #8112013 - file Stip and Order re FAC									
07-21-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8142950 - file FAC									
08-04-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8173972 - file Joint Statement									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00533 Alvarado v Alta
Resources (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>Virginia Alvarado</u> <u>14000-00533 Alvarado v Alta Resources</u>									
01-05-2024	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	14,000.00	0.00	1.00	14,000.00
Steve Rottman Inv #5042 for 8/29/24 mediation									
02-05-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
Bosco InvFile and conform in Dept. S17. -Stipulation to Continue CMC: Proposed Order *advance fee* Court: Superior Court of California, County of San Bernardino - Justice Center Completed on: 02/02/24 #10353739									
09-09-2024	Approved		Billable	E119 Experts	Chiarito, Tracie	10,890.00	0.00	1.00	10,890.00
Berger Consulting Group, Inv #12643									
09-25-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
Bosco Inv #11856385 File and conform in Dept. S17. -Notice of Settlement; Proposed Order *advance fee* Court: Superior Court of California, County of San Bernardino - Justice Center Completed on: 09/24/2024									
09-26-2024	Approved		Billable	E112 Court fees	Chiarito, Tracie	2.61	0.00	1.00	2.61
Receipt for San Bernardino Superior Court - copy of signed order on stip to set MPA									
12-19-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	220.05	0.00	1.00	220.05
Bosco Inv #12374318 File and conform. -Motion -Declaration x4 -Proposed Order *advance fee* Court: Superior Court of California, County of San Bernardino - Justice Center Completed on: 12/18/2024									
05-20-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	350.00	0.00	1.00	350.00
Estimated costs to file MFA and supporting documents via Bosco									
06-12-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated costs for Courtcall for MFA									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00533 Alvarado v Alta
Resources (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>Virginia Alvarado</u>									
<u>14000-00533 Alvarado v Alta Resources</u>									
Project Total									27,611.11
Client Total									27,611.11
Grand Total									27,611.11

EXHIBIT “C”