

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

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

JOSHUA LORENZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HAWK TRANSPORTATION INC., a
California Corporation; BEANT
BHANGU, an Individual; JEET SINGH,
an Individual; MANPRIT SANDHU, an
Individual; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2303256
*[Assigned to 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: January 15, 2025

Time: 8:30 a.m.

Dept.: S26

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. 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
3 2001. 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 16 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 upwards of 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in close to half of those actions to date, and
12 anticipate receiving 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 as of that time - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

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

26 6. I was named by the LA Times as one "Southern California Leading Lawyers" in
27 the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023).

1 7. For the last five consecutive years, I have been selected by my peers as a “Super
2 Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

3 **ADEQUACY OF THE SETTLEMENT**

4 8. The Class, as conditionally certified by this Court, consists of all current and
5 former California resident truck drivers employed by Defendant Hawk Transportation, Inc.,
6 during the Class Period (which is April 7, 2019, through May 8, 2024).

7 9. The Gross Settlement Amount is \$210,000 and, as set forth in the in the
8 Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix Settlement
9 Administrators, the Net Settlement Amount is \$103,118.89, as detailed here:

<i>Gross Settlement Amount</i>	\$ 210,000.00
Attorneys’ Fees (1/3)	\$ 70,000.00
Litigation Costs	\$ 12,381.11
Administrator Costs	\$ 4,500.00
PAGA Penalties	\$ 10,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount/28</i>	\$ 103,118.89

10 10. The process of mailing the Notice was completely successful, as 100% of the
11 Notice Packets were successfully delivered by the Settlement Administrator.

12 11. The response from the Class Members was overwhelmingly positive, as 100% of
13 the Class participated in the Settlement and there were no objections.

14 12. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in
15 the Motion for Final Approval, this Settlement is very favorable to the Class and the release is
16 narrowly limited to the claims alleged.

17 13. Sufficient information existed to allow Class Counsel to intelligently value this
18 case. Given the parties’ arms’ length bargaining facilitated by an experienced wage and hour
19 mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the
20 fact that all Class Members elected to participate (and no objections were submitted), the
21 presumption of fairness is justified.

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

15 **ADEQUACY OF COUNSEL AND**
16 **REASONABLENESS OF REQUEST FEE AND COST AWARDS**

17 15. As set forth above, I have handled over 250 class and representative actions. I
18 have been appointed as class counsel and have successfully resolved approximately half of those
19 cases (while many are ongoing and will successfully resolve in the future) while recovering
20 hundreds of millions of dollars for my clients and Class Members. This is substantially better
21 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
22 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
23 found that only one-third of class actions are successful, compared to two-thirds that are defeated
24 and result in no payment to the class members.¹

25 16. When this case was taken on a contingency fee basis, with my firm agreeing to
26 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
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¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
2 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

3 17. It has been my experience that the benchmark for attorney fee awards in
4 California state cases is one-third of a common settlement fund, which the CA Supreme Court
5 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
6 Agreement, Class Counsel is seeking a fee of \$83,333.33, which is one-third of the Settlement
7 Amount.

8 18. There are several additional factors why I believe that the Court should award
9 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
10 resulted in a very good result for the Class, especially in light of the disputed nature of the claims
11 alleged. This result was achieved by the work and success of my office, who negotiated the
12 settlement after extensive preparation, investigation, mediation, and substantial work thereafter.

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

19 20. 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 21. Fourth, Class Counsel has been representing Plaintiff strictly on a contingency fee
23 basis. To that end, we have incurred the risk of non-recovery after investing a substantial
24 amount of time, money, and resources, and have done so since the inception of this case without
25 any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing,
26 and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a
27 small firm. While some cases result in a positive lodestar and some in a negative lodestar like
28 this case, if, despite these hardships and risks, the best my office could hope for is merely to be

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

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

14 23. For these reasons, a common fund fee award here in the amount of one-third of
15 the common fund created by Plaintiff and Class Counsel is fair and reasonable, especially where
16 the actual lodestar for my firm far surpasses the amount requested (as discussed below).

17 24. At my office, this case was handled by Peter Carlson while I performed the role of
18 the supervising attorney. Peter Carlson's experience is set forth in his declarations, but in sum,
19 he works exclusively with me on employment law matters and has been in practice for 10 years.
20 Peter bills at the hourly rate of \$650/hour. I have been in practice for 22 years, with most of
21 those years handling complex litigation and for over the last 15 years, my practice has almost
22 entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour.

23 25. I believe these rates are comparable to those of other attorneys with equal or
24 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 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.

26. The table below includes a summary of the hours worked, plus additional hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter. The actual aggregated lodestar between the attorneys that worked on this case is approximately \$104,820, which reflects that we are seeking a ***negative multiplier*** – further reinforcing the reasonableness of the requested fees.

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (23 Years)	\$775	31	\$24,025
Peter Carlson <i>Handling Attorney / Sr. Associate</i> (10 Years)	\$650	124.3	\$80,795
Grand Total for All Attorneys			\$104,820

27. Thus, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

1 28. In the course of prosecuting this action, my office has incurred expenses
2 necessary to the effective representation of the Class. These expenses included but were not
3 limited to: court filings, copying and management of documents, messenger services, postage,
4 fax transmission expenses, transportation, mediation fees, expert fees, and other incidental
5 expenses directly related to this action. My firm's expenses through the final approval hearing
6 are estimated to be \$12,381.11, which includes filing this motion, process/server costs, and
7 service expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since
8 the Settlement Agreement provided for capped costs up to \$25,000, the savings of over \$12,000
9 will be placed in the Net Settlement Amount for distribution to the Participating Class Members.
10 Defendants do not oppose this request for costs.

11 **REASONABLENESS OF REQUESTED SERVICE AWARD**

12 29. I also believe that the service award of \$10,000 to Plaintiff and Class
13 Representative Joshua Lorenz is fair and warranted. He came forward and worked directly with
14 my office in analyzing the claims and documents, providing valuable information. (See his
15 declaration for supporting information.) Indeed, his participation was an essential element of
16 Defendants' desire to mediate and of the pre- and post-mediation analysis that allowed Class
17 Counsel to settle the case. Of course, Plaintiff also took on various risks, including the risk that
18 he could have been ordered to pay Defendant's costs if she lost and the risk of retaliation and
19 being black-balled in the industry. Defendants do 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 E hereto).

23 **EXHIBITS AND CONCLUSION**

24 31. A true and correct copy of the Class and PAGA Settlement Agreement and
25 Release of Claims (the "Settlement Agreement") is attached hereto as **Exhibit A**.

26 32. A true and correct copy of the Order granting preliminary approval is attached
27 hereto as **Exhibit B**.

33. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C**.

34. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D**.

35. 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 enhancements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 20, 2024, at Riverside, California.

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

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

Mandeep S. Rupal (SBN 279664)
mrupal@rupallaw.com
Alexander W. Richter (SBN 333767)
alex@rupallaw.com
Natalie A. Antemate (SBN 346837)
natalie@rupallaw.com
LAW OFFICE OF MANDEEP S. RUPAL
4740 Green River Rd., Ste. 209
Corona, CA 92878
T: (951) 460-0830 | F: (951) 963-9920

Attorneys for Defendants
Hawk Transportation, Inc., Beant Bhangu, Jeet Singh, and Manprit Sandhu

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

JOSHUA LORENZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HAWK TRANSPORTATION INC., a
California Corporation; BEANT BHANGU,
an Individual; JEET SINGH, an Individual;
MANPRIT SANDHU, an Individual; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2303256
*[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 (the
2 “Agreement”) is entered into by and between Plaintiff Joshua Lorenz, individually and on behalf
3 of all others similarly situated, and on behalf of the State of California, and Defendants Hawk
4 Transportation, Inc., Beant Bhangu, Jeet Singh, and Manprit Sandhu, and is approved by their
5 respective counsel of record, subject to the terms and conditions hereof and the Court’s approval.

6 **A. Definitions**

7 1. “Action” or “Lawsuit” means and refers to the case entitled *Joshua Lorenz v.*
8 *Hawk Transportation, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2303256,

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

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

22 4. “Aggrieved Employee(s)” means all current and former California resident truck
23 drivers employed by Defendant Hawk Transportation, Inc., during the PAGA Period.

24 5. “Agreement” or “Settlement Agreement” or “Settlement” shall mean this Class
25 Action and PAGA Settlement Agreement and Release of Claims.

26 6. “Class” is defined all current and former California resident truck drivers
27 employed by Defendant Hawk Transportation, Inc., during the Class Period.

28 7. “Class Member(s)” refers to individual members of the Class.

1 8. “Class Counsel” refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
2 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, dates of employment, and total Weeks Worked during the PAGA Period and the Class
7 Period.

8 10. “Class Period” is deemed to be any time during the period of April 7, 2019,
9 through May 8, 2024.

10 11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Joshua Lorenz.

11 12. “Complaint” refers to the operative first amended class and PAGA representative
12 action complaint filed in the Action.

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

15 14. “Defendants” means and refers to Hawk Transportation, Inc., Beant Bhangu, Jeet
16 Singh, and Manprit Sandhu.

17 15. “Defense Counsel” means and refers to The Law Office of Mandeep S. Rupal.

18 16. “Effective Date” means the latest of the following dates: (i) if no Class Member
19 timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement
20 Agreement under Code of Civil Procedure § 663, then 60 days following the date of the Court’s
21 Notice of Entry of Order regarding Final Approval of the Settlement and the judgment is final;
22 (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the
23 Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an
24 order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then
25 the date of final resolution of that appeal or other collateral attack (including any requests for
26 rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

27 17. “Escalator Clause:” Defendants represent that there are 31 Class Members who
28 worked during the Class Period. If the total number of Class Members during the Class Period

exceeds 35, then the Settlement Amount shall increase by \$6,774.19 (the Settlement Amount divided by 31) for each Class Member above 35.

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 Members share of the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

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

21. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(b) below.

22. “Notice” means the notice of proposed class settlement that will be mailed 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. “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.

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

25. “PAGA Period” is deemed to be any time during the period of April 7, 2022, through May 8, 2024.

26. “Participating Class Member” means any and all Class Members who are deemed to participate and receive an Individual Class Payment and do not opt-out by submitting timely valid Requests for Exclusion.

27. “Parties” means Plaintiff and Defendants, collectively.

1 28. “Preliminary Approval Date” means the date the Court approves the Settlement
2 Agreement and enters the Preliminary Approval Order.

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

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

15 31. “Released Class Claims” or “Class Claims” by the Participating Class Members
16 upon Final Approval of the Settlement will include all claims stated in the Complaint and those
17 based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2)
18 failure to pay for rest and recovery periods and other nonproductive time under Labor Code §
19 226.2, (3) failure to reimburse business expenses, (4) unlawful deduction of wages, (5) failure to
20 timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair
21 and unlawful competition.

22 32. “Released PAGA Claims” or “PAGA Claims” means all PAGA claims that
23 Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA
24 notice letters and only to the extent that they are alleged in the Complaint, including all PAGA
25 claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to
26 pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (3)
27 failure to reimburse business expenses, (4) unlawful deduction of wages, (5) failure to timely pay
28 wages each period, (6) failure to timely pay final wages, (7) failure to provide accurate itemized

1 wage statements, and (8) all other claims for civil penalties recoverable under the Private
2 Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the
3 LWDA notice letters and Complaint. The time period governing the PAGA Released Claims
4 shall be the PAGA Period.

5 33. “Released Parties” means Defendants, together with their officers, directors,
6 employees, and agents.

7 34. “Release Period” shall be the time period governing the Released Class Claims,
8 which shall be the same as the Class Period.

9 35. “Response Deadline” is 30 calendar days from the date the Notice is mailed to the
10 Class Members, and shall be the last date on which Class Member may: (a) mail Requests for
11 Exclusion from the Settlement, or (b) mail his/her/their Objection to the Settlement. Class
12 Members to whom notice packets are resent after having been returned undeliverable to the
13 Administrator shall have an additional 14 calendar days beyond the Response Deadline or an
14 additional 14 calendar days from the date of re-mailing, whichever is later.

15 36. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 68(a)
16 below.

17 37. “Settlement Amount” is \$210,000.00, which is the total amount Defendants agree
18 to pay under the Settlement, subject to the Escalator Clause and exclusive of Defendants’
19 obligation to fund their share of payroll taxes, as further discussed in Paragraph 47(c) below.

20 38. “Service Payment” or “Service Award” means the amount approved by the Court
21 to be paid to the Class Representative in addition to his Individual Class Payments as a
22 Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

23 39. “Work Weeks” or “Weeks Worked” in the context of a Class Member means any
24 and all Work Weeks during the Class Period during which the Class Member worked at least one
25 day in California for Defendant. Likewise, in the context of Aggrieved Employees, it means any
26 and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at
27 least one day in California for Defendant.
28

1 **B. General Terms**

2 40. On April 7, 2023, Plaintiff filed a putative class action complaint against
3 Defendant Hawk Transportation in San Bernardino County Superior Court. Plaintiff later filed a
4 first amended complaint, alleging putative class and representative PAGA claims against
5 Defendants, including the Released Class Claims and Released PAGA Claims.

6 41. On May 8, 2024, the Parties attended private mediation with Glenn Lerman, Esq.
7 Although the matter did not resolve at mediation, the Parties engaged in continued negotiations
8 through the mediator and ultimately reached this Settlement on June 10, 2024.

9 42. Defendants deny Plaintiff's claims and allegations and contends that the Action is
10 not suitable for class certification. The Court has not granted class certification.

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

13 44. The Parties have conducted a thorough investigation into the facts of the Action.
14 This includes conducting formal written discovery, engaging in a lengthy meet and confer
15 process, and then an exchange of informal discovery for mediation. Class Counsel is both
16 knowledgeable about and has done extensive research with respect to the applicable law and
17 potential defenses to the claims of the Class. Class Counsel has diligently pursued an
18 investigation of the Class Members' claims against Defendants. Based on the foregoing data and
19 on their own independent investigation and evaluation, Class Counsel is of the opinion that the
20 settlement with Defendants for the consideration and on the terms set forth in this Settlement
21 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in
22 light of all known facts and circumstances, including the risk of significant delay and uncertainty
23 associated with litigation, various defenses asserted by Defendants, and numerous potential
24 appellate issues.

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

1 46. Stipulation for Class Certification. For settlement purposes only, Defendants will
2 stipulate that the Participating Class Members may be conditionally certified as a Class. This
3 stipulation to certification is in no way an admission that class action certification is proper and
4 shall not be admissible in this or in any other action except for the sole purposes of enforcing this
5 Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties’
6 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and
7 shall have no bearing on, and shall not be admissible in connection with, the issue of whether
8 certification would be appropriate in a non-settlement context. Defendants expressly reserve
9 their rights and declare that they would continue to oppose class certification and the substantive
10 merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his
11 rights and declares that he will continue to pursue class certification and a trial should the Court
12 fail to issue Final Approval.

13 **C. Terms of Settlement**

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

15 (a) Settlement Amount: The Parties agree to settle this Action for the
16 Settlement Amount of \$210,000.00, subject to the Escalator Clause and Defendants’ obligation
17 to separately pay the share of payroll taxes owed on the wage portion of the Individual Class
18 Payments, which is the maximum amount that will be paid by Defendants and includes
19 Individual Class Payments, Class Counsel’s Attorneys’ Fees and Costs Award, the Service
20 Payments to the Class Representatives, Administration Costs, and PAGA Penalties.

21 (b) Net Settlement Amount: The “Net Settlement Amount” is defined as the
22 Settlement Amount less the Attorneys’ Fees and Costs Award, the Service Payment to the Class
23 Representative as awarded by the Court, the Administration Costs, and PAGA Penalties. If the
24 Court reduces the Attorneys’ Fees and Costs Award, Service Award, or Administrator Costs, or
25 either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be
26 placed in the Net Settlement Amount and allocated to the Participating Class Members.

27 (c) Individual Class Payments for the Class will be calculated and apportioned
28 from the Net Settlement Amount based on the number of Weeks Worked by a Class Member

1 during the Class Period. Each specific Individual Class Payment will be calculated by: (a)
2 dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating
3 Class Members during the Class Period, and (b) multiplying the result by each Participating
4 Class Members' Weeks Worked. The entire Net Settlement Amount will be disbursed to all
5 Participating Class Members. If there are any valid and timely Requests for Exclusion, the
6 Settlement Administrator shall proportionally increase the Individual Class Payment for each
7 Participating Class Member according to the number of Weeks Worked, so that the amount
8 actually distributed to Participating Class Members equals one hundred percent (100%) of the
9 Net Settlement Amount.

10 (d) Allocation of Individual Class Payments: The Individual Class Payments
11 to Participating Class Members shall be allocated as twenty percent (20%) as wages subject to
12 withholding of all applicable local, state and federal taxes, and eighty percent (80%) for interest
13 and statutory penalties (pursuant to, *e.g.*, California Labor Code sections 203, 210, 226) from
14 which no taxes will be withheld. The Settlement Administrator will issue to each Participating
15 Class Member (as applicable) an Internal Revenue Service Form W-2 and comparable state
16 forms with respect to the wage allocation and/or a Form 1099 with respect to the penalties and
17 interest allocations.

18 (e) Service Payment to Class Representative: The amount, if any, awarded to
19 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
20 exceed \$10,000, in exchange for the services that Plaintiff performed on behalf of the Class.
21 Defendants agrees not to oppose this request. The Service Payment to the Class Representative
22 will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form
23 1099 in connection with these payments and shall be solely and legally responsible to pay all
24 applicable taxes on this payment. The Parties agree that any amount awarded as the Service
25 Payments to the Class Representatives less than the requested amount shall not be a basis for
26 Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for
27 the Service Payment, the difference shall be added to the Net Settlement Amount to be
28 distributed to the Participating Class Members.

1 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a
2 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
3 Settlement Amount, plus reasonable litigation costs not to exceed \$25,000 ("Attorneys' Fees and
4 Cost Award"). Defendants agree not to oppose any contention by Class Counsel that attorneys'
5 fees should be based on the common fund theory. The Attorneys' Fee and Cost Award shall be
6 paid from the Settlement Amount, and, except for this award, Defendants shall have no further
7 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
8 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
9 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
10 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
11 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
12 Counsel an IRS Form 1099 reflecting the attorneys' fees and costs awarded by the Court.

13 (g) Administration Costs: The fees and other charges of the Administrator
14 will be paid from the Settlement Amount, not to exceed \$4,500, unless (1) the Escalator Clause
15 is triggered (whereby any reasonable increase in Settlement Administration Costs shall be paid
16 from the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved
17 by all Parties and the Court.

18 (h) PAGA Penalties: The Parties agree that \$10,000 is allocated to PAGA
19 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
20 amount, \$7,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
21 Private Attorney General Act of 2004 ("PAGA") and \$2,500 (25%) will form the Individual
22 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
23 on a Work Week basis, which will be treated as civil penalties and shall be reported as required
24 on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

25 (i) Tax Liability: Class Counsel and Defendants make no representations as
26 to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and
27 the Class Members are not relying on any statement or representation by Class Counsel or
28 Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees

1 understand and agree that they will be solely responsible for the payment of any taxes and
2 penalties assessed on their respective Individual Class Payments and Individual PAGA
3 Payments, described herein. Forms 1099 will be distributed in the manner required by the
4 Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code,
5 the regulations promulgated thereunder, or other applicable tax law, is changed after the date of
6 this Agreement, the processes set forth in this Section may be modified in a manner to bring
7 Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and
8 Aggrieved Employees understand and agree that they will be solely responsible for the payment
9 of any taxes and penalties assessed on their respective payments described herein.

10 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
11 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
12 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
13 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
14 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
15 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
16 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
17 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
18 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
19 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
20 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
21 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
22 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
23 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
24 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
25 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
26 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
27 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
28 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
2 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
3 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
4 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
5 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

17 **D. Release by the Participating Class Members**

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

23 49. Each Participating Class Member will be deemed to have made the foregoing
24 release of the Released Class Claims as if by manually signing it.

25 50. Class Representative, on behalf of himself and the Class, acknowledges and
26 agrees that the claims for unpaid wages and untimely payment of wages in the Action are
27 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
28 them. Class Representative, on behalf of himself and the Class, acknowledges and agrees that

1 Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
2 in pertinent part as follows: “An employer shall not require the execution of any release of any
3 claim or right on account of wages due, or to become due, or made as an advance on wages to be
4 earned, unless payment of those wages has been made.”

5 **E. Release of PAGA Claims**

6 51. Upon entry of the Final Approval Order and Defendants’ funding of the
7 Settlement Amount and the required employer-side payroll taxes, and except as to such rights or
8 claims as may be created by this Agreement, Plaintiff and Aggrieved Employees will forever
9 completely release and discharge the Released Parties from the Released PAGA Claims for the
10 Release Period

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

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

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

17 54. The Class Representative does hereby, for himself and his spouses, heirs,
18 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
19 guardians, personal representatives, and assigns forever and completely release and discharge
20 Defendants and the Released Parties from any and all charges, complaints, claims, liabilities,
21 obligations, promises, agreements, controversies, damages, actions, causes of action, suits,
22 rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties,
23 civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of
24 any nature whatsoever, from the beginning of time through the execution of this Agreement,
25 whether known or unknown, suspected or unsuspected, all claims arising out of, based upon, or
26 relating to Class Representative’s employment with Defendants or the remuneration for or
27 termination of such employment (the “Class Representative’s Claims”). The Release of Class
28

1 Representative's Claims is expressly conditioned on and subject to the terms of the separate
2 individual settlement agreements entered into by and among Plaintiff and Defendants.

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

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

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

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
27 **THAT THE CREDITOR OR RELEASING PARTY DOES**
28 **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

1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
2 **WITH THE DEBTOR OR RELEASED PARTY.**

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
4 full and complete release and discharge of all parties, Plaintiff expressly acknowledges that this
5 Settlement Agreement is intended to include in its effect, without limitation, all claims that
6 Plaintiff knew of, as well as all claims that they do not know or suspect to exist in his favor
7 arising out of, based upon, or relating to Class Representative's employment with Defendants
8 and against the Released Parties, or any of them, for the time period from the beginning of time
9 to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates
10 the extinguishment of any such Class Representative's Claims. Notwithstanding the above, the
11 general release by the Plaintiff shall not extend to claims for workers' compensation benefits,
12 claims for unemployment benefits, claims for state disability benefits, or other claims that may
13 not be released by law.

14 **G. Interim Stay of Proceedings**

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

18 **H. Notice Process and Settlement Administration**

19 59. Appointment of Administrator. The Parties have agreed to the appointment of the
20 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
21 using standard devices to obtain forwarding addresses, independently reviewing and verifying
22 documentation associated with any claims or opt-out requests, resolving any disputes regarding
23 the calculation or application of the formula for determining the Individual Class Payment and
24 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class
25 Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other
26 tasks as set forth herein or as the Parties mutually agree or that the Court orders. The Parties
27 have verified that as condition of appointment, the Administrator agrees to be bound by this
28

1 Agreement, and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
2 payment of the Administration Costs.

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

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

22 62. Total Class Members. At least five (5) calendar days prior to mailing the Notice,
23 the Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing
24 a preliminary calculation of all payments to be paid from the Settlement Amount, including the
25 estimated Individual Class Payments to each Class Member and Individual PAGA Payments to
26 each Aggrieved Employee (a person's name shall be redacted and a control number used in place
27 of the name). In the event that the total number of Class Members triggers the Escalator Clause,
28 the Administrator shall notify the Parties of the increased Settlement Amount, and shall modify

the Notice (where needed) to reflect the increased Settlement Amount and related increased payments from the Settlement Amount, including increased Attorneys' Fees and Costs and any increased Administration Costs, all of which shall be subject to Court approval.

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

64. Returned Notice Packets. The Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Administrator learning of the failed mailing and its receipt of the updated address. The 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 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 wish to exclude themselves (opt-out). 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. Class Members may dispute their Weeks Worked by timely submitting evidence to the Settlement 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 and PAGA Payments. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

67. Declaration of Due Diligence. The Administrator shall provide counsel for the Parties, at least 25 days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice. The Administrator's declaration of due diligence shall be suitable for filing in Court and attest to the Administrator's due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the 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, the number of written objections, and attach the objections and a list of the employees that opted-out (if any.). 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.

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

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

1 “I WISH TO BE EXCLUDED FROM THE CLASS IN THE
2 HAWK TRANSPORTATION LAWSUIT. I UNDERSTAND
3 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
4 CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
5 PAYMENT FROM THIS LAWSUIT.”

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

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

26 (c) Objections to Settlement. Only Participating Class Members may object
27 to the class action components of the Settlement and/or this Agreement. Any Participating Class
28 Member, other than Plaintiff, who does not submit a valid and timely Request for Exclusion may
29 object to the terms of this Agreement. To object, a Participating Class Member shall inform the

1 Administrator, in writing, of his or her objection which must be postmarked by the Response
2 Deadline at the address set forth in the Notice. Such written objection shall include the
3 Objecting Class Member's full name, address, telephone number, last four digits of the social
4 security number or date of birth, signature, and dates of employment with Defendants, in
5 addition to the case name and number, the basis for the objection, including any legal support
6 and each specific reason in support of the objection, as well as any documentation or evidence in
7 support thereof, and, if the Objecting Participating Class Member is represented by counsel, the
8 name and address of his or her counsel. The Administrator shall provide objections, if any, to
9 Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the
10 Administrator shall attach the same to its declaration of due diligence and file with the Court
11 prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive
12 monetary compensation from the Settlement. Plaintiff and Defendants shall not be responsible
13 for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel
14 related to any objections to the Settlement. In the alternative, Participating Class Members may
15 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
16 Approval hearing. Submitting an objection does not preserve the right to appeal a final
17 judgment; the right to appeal is preserved by becoming a party of record by timely and properly
18 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

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

24 (e) Responses to Objections. Each Party retains the right to response to any
25 objection raise by a Participating Class Member, including the right to file responsive documents
26 in Court. Counsel for the Parties may file a response to any objections submitted by an Objecting
27 Participating Class Member at least five (5) court days before the date of the Final Approval
28 Hearing, or as otherwise ordered or accepted by the Court.

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

6 69. Funding of the Gross Settlement Amount. Defendants shall deposit the Gross
7 Settlement Amount, plus Defendants' share of payroll taxes owed on Individual Class Payments,
8 with the Administrator by the later of April 1, 2025, or 15 days after the Effective Date.

9 70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
10 Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class
11 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
12 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
13 Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, mail to the
14 Aggrieved Employees their portion of the PAGA Penalties, and will pay itself the Settlement
15 Administration Costs.

16 71. Deadline for Cashing Settlement Checks. Participating Class Members and
17 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
18 Administrator to cash their settlement checks. The release will be binding upon all Participating
19 Class Members who do not cash their checks within the 180-day period. In the event that any
20 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
21 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
22 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
23 Counsel of the results. If a new address is located by these means, the Administrator will have
24 ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
25 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen
26 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of
27 settlement checks. Without limiting the foregoing, in the event a Participating Class Member
28 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a

1 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
2 payment on such check. If the check in question has not been negotiated prior to the stop
3 payment order, the Settlement Administrator will issue a replacement check.

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

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

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

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

- 16 (a) Approving as to form and content the proposed Notice;
17 (b) Directing the mailing of the Notice by first class mail to the Class
18 Members;
19 (c) Preliminarily approving this Settlement;
20 (d) Preliminarily certifying the class for purposes of this Settlement; and
21 (e) Advising the LWDA of the proposed Settlement; and
22 (f) Scheduling the Final Approval Hearing on the issue of whether this
23 Settlement should be finally approved as fair, reasonable and adequate.

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

25 73. Not later than sixteen (16) court days before the calendared Final Approval
26 Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a
27 request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), and a
28 proposed Final Approval Order:

1 (a) Approving the Settlement, adjudging the terms thereof to be fair,
2 reasonable and adequate, and directing consummation of its terms and provisions;

3 (b) Approving Class Counsel's application for an award of attorneys' fees and
4 reimbursement of litigation costs and expenses, Service Payment to the Class Representative,
5 and the payment to the Administrator for costs of administering the settlement; and

6 (c) Entering judgment approving settlement.

7 **K. Voiding the Agreement**

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

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

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

19 **L. Other Terms**

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

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

24 79. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
25 accomplish the terms of this Agreement, including but not limited to, execution of such
26 documents and to take such other action as may reasonably be necessary to implement the terms
27 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
28 contemplated by this Agreement and any other efforts that may become necessary by order of the

1 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
2 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
3 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's
4 preliminary and final approval of the settlement, and the final entry of judgment.

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

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

18 82. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
19 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
20 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
21 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
22 Agreement with the intention of avoiding further disputes and litigation with the attendant
23 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
24 related documents such as the notices, and motions for preliminary and final approval, shall,
25 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be
26 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
27 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
28

part of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

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

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

<i>To the Class</i>	<i>To Defendants</i>
Brian J. Mankin <i>brian@lmfirm.com</i> Lauby, Mankin & Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 T: (951) 320-1444 F: (951) 320-1445	Mandeep Rupal <i>mrupal@rupallaw.com</i> Law Office of Mandeep S. Rupal 4740 Green River Rd., Ste. 209 Corona, CA 92878 T: (951) 460-0830 F: (951) 963-9920

85. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff

1 and Defendants expressly waive the common-law and statutory rule of construction that
2 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
3 and represent that the language in all parts of this Agreement shall be in all cases construed as a
4 whole, according to its fair meaning.

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

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

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

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

23 90. Integration Clause. This Settlement Agreement contains the entire agreement
24 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
25 or contemporaneous agreements, understandings, representations, and statements, whether oral
26 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
27 hereunder may be waived except in writing.
28

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

92. Integration. 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.

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

94. 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 17, 2024

PLAINTIFF AND CLASS REPRESENTATIVE


Joshua Allen Lorenz (Jun 17, 2024 14:40 PDT)

Joshua Lorenz

Dated: _____

DEFENDANT HAWK TRANSPORTATION, INC.

By: _____ (name)

_____ (title)

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92. Integration. 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.

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Dated: Jun 17, 2024

PLAINTIFF AND CLASS REPRESENTATIVE


Joshua Allen Lorenz (Jun 17, 2024 14:40 PDT)

Joshua Lorenz

Dated: 07 / 11 / 2024

DEFENDANT HAWK TRANSPORTATION, INC.



By: JEET SINGH (name)

OP MGR (title)

1 Dated: 07 / 10 / 2024

DEFENDANT BEANT BHANGU

Beant Bhangu

Beant Bhangu

5 Dated: _____

DEFENDANT JEET SINGH

Jeet Singh

10 Dated: _____

DEFENDANT MANPRIT SANDHU

Manprit Sandhu

APPROVED AS TO FORM:

15 Dated: June 17, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin

Brian J. Mankin
Attorneys for Plaintiffs

21 Dated: June 27, 2024

DEFENSE COUNSEL
LAW OFFICE OF MANDEEP S. RUPAL

Mandeep S. Rupal

Mandeep S. Rupal, Esq.
Attorneys for Defendants

1 Dated: _____

DEFENDANT BEANT BHANGU

2
3
4 _____
Beant Bhangu

5 Dated: 07 / 10 / 2024

DEFENDANT JEET SINGH

6
7 *JEET SINGH*

8 _____
Jeet Singh

9 Dated: _____

DEFENDANT MANPRIT SANDHU

10
11
12 _____
Manprit Sandhu

13
14 **APPROVED AS TO FORM:**

15 Dated: June 17, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

16
17
18 *Brian J. Mankin*
19 _____
Brian J. Mankin
Attorneys for Plaintiffs

20
21 Dated: June 27, 2024

DEFENSE COUNSEL
LAW OFFICE OF MANDEEP S. RUPAL

22
23 *Mandeep S. Rupal*
24 _____
Mandeep S. Rupal, Esq.
Attorneys for Defendants

1 Dated: _____

DEFENDANT BEANT BHANGU

2
3
4 _____
Beant Bhangu

5 Dated: _____

DEFENDANT JEET SINGH

6
7
8 _____
Jeet Singh

9 Dated: 07 / 10 / 2024

DEFENDANT MANPRIT SANDHU

10
11 _____
Manprit Sandhu

12 _____
Manprit Sandhu

13
14 **APPROVED AS TO FORM:**

15 Dated: June 17, 2024

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

16
17
18 _____
Brian J. Mankin

19 Brian J. Mankin
Attorneys for Plaintiffs

20
21 Dated: June 27, 2024

DEFENSE COUNSEL
LAW OFFICE OF MANDEEP S. RUPAL

22
23 _____
Mandeep S. Rupal

24 Mandeep S. Rupal, Esq.
Attorneys for Defendants

EXHIBIT “B”

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SEP 17 2024

By 
Deputy

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

JOSHUA LORENZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HAWK TRANSPORTATION INC., a
California Corporation; BEANT
BHANGU, an Individual; JEET SINGH,
an Individual; MANPRIT SANDHU, an
Individual; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2303256

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

~~PROPOSED~~ ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT

1 Having considered the Class Action and PAGA Settlement Agreement and Release of
2 Claims(the "Settlement Agreement") between Plaintiff Joshua Lorenz and Defendants Hawk
3 Transportation, Inc., Beant Bhangu, Jeet Singh, and Manprit Sandhu ("Defendants")
4 (collectively, the "Parties"), as well as the Memorandum of Points and Authorities in Support of
5 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
6 submitted in support of the motion, and all supporting legal authorities and documents, IT IS
7 HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Classes, for settlement purposes only:

20 All current and former California resident truck drivers employed
21 by Defendant Hawk Transportation, Inc. during the Class Period
22 (April 7, 2019, through May 8, 2024)

23 3. As set forth in the Settlement Agreement, "Aggrieved Employees" includes: all
24 current and former California resident truck drivers employed by Defendant Hawk
25 Transportation, Inc., during the PAGA Period (April 7, 2022, through May 8, 2024).

26 4. The class action settlement set forth in the Settlement Agreement between
27 Plaintiff and Defendants is preliminarily approved as it appears to be proper, to fall within the
28 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only

1 to any objections that may be raised at the Final Approval Hearing.

2 5 For settlement purposes only, the Court appoints Plaintiff Joshua Lorenz as Class
3 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

4 6 The Court approves Phoenix Settlement Administrators to act as the
5 Administrator.

6 7 The Court approves, as to form and content, the Class Notice and finds that the
7 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
8 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
9 proposed settlement terms and of their options, including: (1) the nature of the action, the
10 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
11 (2) Named Plaintiff's and Class Counsel's applications for the Class Representative Service
12 Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to
13 determine the Class Member's estimated Individual Class Payment; (4) Class Members' rights to
14 appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out
15 request if a Class Member wishes to do so; and (6) how to obtain additional information
16 regarding the action and the Settlement. Counsel for the Parties are authorized to correct
17 typographical errors and make clarifications, to the extent the same are found or needed, so long
18 as such corrections do not materially alter the substance of the documents.

19 8 The Court approves the procedure for Class Members to participate in, request
20 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
21 and the Class Notice.

22 9 The Court finds that the deadlines and method set forth in the Settlement
23 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
24 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
25 entitled to notice, and otherwise satisfy the requirements of California law and due process.

26 10 The Court directs the Settlement Administrator to perform address verification
27 measures and mail the Class Notice by first class mail to the Class Members as set forth in the
28 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement

1 Agreement and in conformity with this Order. The Parties are also ordered to carry out the
2 Settlement according to the terms of the Settlement Agreement.

3 11. All Class Members shall be deemed to participate in the Settlement, although any
4 Class Member who wishes to comment on or object to the Settlement or who elects not to
5 participate in the Settlement has until 30 days after the mailing of the Class Notice to submit an
6 objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

7 12. The Court approves the handling of unclaimed funds set forth in the Settlement
8 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
9 failure to timely cash a settlement check shall be issued to the State Controller's Office in the
10 name of the Class Member, as set forth in the Settlement Agreement.

11 13. The following dates shall govern for purposes of this settlement:

12	September 17, 2024	Preliminary Approval (PA) hearing
13	October 11, 2024	<u>24 days after PA</u> : Deadline for Administrator to complete first
14		mailing of the Notice
15	November 11, 2024	<u>30 days after mailing Notice</u> : Deadline for Class Members to
16		submit Requests for Exclusion and Objections to the settlement.
17	16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
18	9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
19	5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
20	Date: 1/15/2025	Final Approval Hearing
21	Time: 8:30 am	

22 14. A final approval hearing shall be held in this Court on the date and time above to
23 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
24 finally approved by the Court, (2) the amount of the Class Counsel Fees Payment and Class
25 Counsel Litigation Expenses Payment to award to Class Counsel; and (3) the amount of the
26 Class Representative Service Payment. The Court may continue or adjourn the final approval
27 hearing without further notice to the Class Notice.
28

1 15. Counsel for the parties shall file memoranda, declarations, or other statements and
2 materials in support of their request for final approval of the Settlement, attorneys' fees,
3 litigation costs, Class Representative's Service Payment, Administration Costs, and payment to
4 LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set
5 by the Code of Civil Procedure and the California Rules of Court.

6 16. Neither this Order, the Settlement Agreement, nor any document referred to
7 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
8 may be construed as, or may be used as an admission by or against Defendants or any of the
9 other Released Parties (as defined in the Settlement Agreement) of any fault, wrongdoing or
10 liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
11 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
12 be evidence of, an admission or concession with regard to the denials or defenses by Defendants
13 or any of the other Released Parties and shall not be offered in evidence in any action or
14 proceeding against Defendants or any of the Released Parties in any court, administrative agency
15 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
16 the Settlement Agreement, or any related agreement or release.

17 17. The Court may, for good cause shown, extend any of the deadlines set forth in
18 this Order.

19 18. In the event that the Settlement Agreement does not receive final approval or the
20 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
21 shall be vacated.

22 19. Pending the Final Approval hearing, all proceedings in this action, other than
23 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
24 Order, are stayed.

25 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
26 in connection with the administration of the Settlement which are not materially inconsistent
27 with either this Order or the terms of the Settlement.
28

(CIVSB2303256)

IT IS SO ORDERED

Date:

1.17.2024

C. Towns

Judge of the Superior Court Christian Towns

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EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00534 Lorenz v Hawk
Transportation (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>Joshua Lorenz</u> <u>14000-00534 Lorenz v Hawk Transportation</u>									
04-07-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	454.83	0.00	1.00	454.83
TurboCourt Order #7860476 - file complaint									
04-07-2023	Approved		Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	140.00	8.40
140 copies @ .06 each - initial letters to company									
04-07-2023	Approved		Billable	E108 Postage	Chiarito, Tracie	37.20	0.00	1.00	37.20
Postage for April 2023									
04-10-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
Check #10003 to LWDA - submit PAGA letter									
04-13-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,000.00	0.00	1.00	1,000.00
Complex fees for San Bernardino Superior Court									
04-19-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	136.29	0.00	1.00	136.29
Bosco Inv #8698214 Serve: Hawk Transportation Inc., a California Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/14/2023									
06-21-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8081729 - file FAC									
06-22-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8086108 - file Plaintiff CMC Statement and Request to Continue									
06-27-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	108.85	0.00	1.00	108.85
Bosco Inv #9075691 Serve: Hawk Transportation Inc., a California Corporation Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; ADR Court: San Bernardino County Superior Court - Central District Completed on: 06/23/2023									
06-30-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	68.90	0.00	1.00	68.90

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00534 Lorenz v Hawk
Transportation (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>Joshua Lorenz</u> <u>14000-00534 Lorenz v Hawk Transportation</u>									
Bosco Inv #9075718 Serve: Manprit Sandhu, an Individual Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; InitialCase Management Conference Order; Guidelines for the Complex Litigation Program;ADR Court: San Bernardino County Superior Court - Central District Closed on: 06/30/2023									
06-30-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	108.85	0.00	1.00	108.85
Bosco Inv #9075712 Serve: Jeet Singh, an Individual Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; InitialCase Management Conference Order; Guidelines for the Complex Litigation Program;ADR Court: San Bernardino County Superior Court - Central District Closed on: 06/30/2023									
06-30-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	108.85	0.00	1.00	108.85
Bosco Inv #9075699 Serve: Beant Bhangu, an Individual Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet; InitialCase Management Conference Order; Guidelines for the Complex Litigation Program;ADR Court: San Bernardino County Superior Court - Central District Closed on: 06/30/2023									
07-24-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8146204 - file (3) Notice and Acknowledgement of Receipts									
07-31-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.27	0.00	1.00	9.27
LoopUp Inv #429295 Dated 07-31-2023									
09-25-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
Turbo Court Order #8278816 - file Joint Statement									
10-12-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11752205 for 10/11/23 CMC									
01-11-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00534 Lorenz v Hawk
Transportation (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>Joshua Lorenz</u> <u>14000-00534 Lorenz v Hawk Transportation</u>									
Bosco Inv #10202921 File and conform in Dept. S26. -Informal Discovery Conference Brief Court: San Bernardino County Superior Court - Central District Completed on: 01/09/2024									
01-23-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
Bosco Inv #10272303 File and conform in Dept. S26. -Stipulation: Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 01/19/2024									
03-01-2024	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	8,395.00	0.00	1.00	8,395.00
ADR Services, Inc. Invoice #24-1274-GEL-01 for 5/8/24 mediation with Glenn Lerman, Esq.									
06-24-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	586.52	0.00	1.00	586.52
Bosco Inv #11035028 Have the subpoena for PEI Ohio Inc. issued in the Ohio court. Court: San Bernardino County Superior Court - Central District Completed on: 6/10/2024									
06-24-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	275.00	0.00	1.00	275.00
Bosco Inv #11035042 Serve: PEI Ohio Inc. Court: San Bernardino County Superior Court - Central District Completed on: 6/10/2024									
08-22-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	164.45	0.00	1.00	164.45
Bosco Inv #11651097 File and Conform: Motion Proposed Order Declaration (3) Court: San Bernardino County Superior Court - Central District Completed on: 08/20/2024									
09-17-2024	Approved		Billable	E112 Court fees	Chiarito, Tracie	3.14	0.00	1.00	3.14
Receipt for San Bernardino Superior Court for copy of signed PA order									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00534 Lorenz v Hawk
Transportation (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>Joshua Lorenz</u>									
<u>14000-00534 Lorenz v Hawk Transportation</u>									
09-18-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11861541 for 9/17/24 MPA									
10-01-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	20.86	0.00	1.00	20.86
OnLegal Order #23752248 - file Notice of Ruling									
12-20-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	350.00	0.00	1.00	350.00
Estimated cost to file MFA and supporting documents via Bosco									
01-23-2025	Approved		Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated cost for Courtcall for MFA									
Project Total									12,381.11
Client Total									12,381.11
Grand Total									12,381.11

EXHIBIT “D”