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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JUAN CARLOS BAUTISTA and JAIME CERVANTES, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. SERVICEFIRST RESTORATION, INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2302978 *[Assigned to the Hon. Joseph T. Ortiz, Dept. S17, for all purposes*] **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: July 8, 2025 Time: 1:30 p.m. Dept.: S17

I, Brian J. Mankin, state and declare:

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

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COUNSEL'S EXPERIENCE

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

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 15 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 139 current and former Independent Contractors[1] and Hourly Employees[2] who worked for Defendant during the Class Period of May 12, 2019, through January 31, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately $261,514.32, after the deductions set forth in the chart below:

Gross Settlement Amount	**$ 500,000.00**
Attorneys' Fees (1/3)	$ 163,666.67
Litigation Costs	$ 13,819.01
Administrator Costs	$ 8,000.00
PAGA Penalties	$ 30,000.00
Class Representatives Service Awards	$ 23,000.00
Net Settlement Amount	**$ 261,514.32**

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

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

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

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.3% of the Class has elected to participate and no objections were submitted thus far, the presumption of fairness is justified.

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[1] "Independent Contractor" means "the eleven (11) individuals that performed contracting field/service work for Defendant in California and who Defendant classified as independent contractors during the Class Period.

[2] "Hourly Employees" means "all nonexempt employees employed by Defendant in California during the Class Period

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

ADEQUACY OF COUNSEL AND REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[3]

[3] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

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

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

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a common fund settlement amount of $500,000, whereby the Class Members classified as Independent Contractors will receive $16,344 on average and Hourly Employees will receive as much as $2,671.17 and their average is $518.88. This is an ***excellent result*** in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive litigation, discovery, preparation, investigation, mediation, and substantial work thereafter.

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

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

20. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a

substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. If, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

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

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

23. At my office, through mediation this case was primarily handled by my senior associate attorney, Peter Carlson, while I performed the role of the supervising attorney, but after mediation I took on a leading role in handling the case so that Mr. Carlson could focus on new cases. As set forth in his declaration, Mr. Carlson works exclusively with me on employment law matters and has been in practice for 11 years. He bills at the hourly rate of $750/hour. I have been in practice for 23 years, with most of those years handling complex litigation and for over the last 17 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

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

25. The table below includes a summary of the hours worked by my office, plus an estimated 35 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately $186,575, resulting in a *negative multiplier*, which is summarized in the following table:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner – LML)	**Trial Counsel**	**23**	**$950**	**79**[4]	**$75,050**
Peter Carlson (Senior Associate – LML)	**Handling Attorney**	**10**	**$750**	**148.7**	**$111,525**
Grand Total for All Attorneys				**227.7**	**$186,575**

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

27. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, messenger services, postage, mediator fees, expert costs, and other incidental expenses directly related to this action. The Settlement Agreement provided up to $20,000 in costs. Through final approval, my office incurred $13,819.01 in litigation costs (see Exhibit "B" attached hereto). The saving will be placed in the Net Settlement Amount for payment to the Class Members. Defendant does not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

28. I also believe that the requested service awards are fair and warranted for the reasons outlined in their declarations and in the motion. They came forward and worked directly with our offices in analyzing the claims and documents, providing valuable information. (See their declarations for supporting information.) Indeed, their participation was an essential element of Defendant's desire to mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case. In addition to foregoing to separate individual claims, they also took on various risks, including the risk that they could have been ordered to pay Defendant's costs if they lost and the risk of retaliation and being black-balled in the industry. They also provided a full release of all claims. Defendant does not oppose the requested service award.

SUBMISSION TO THE LWDA

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

EXHIBITS AND CONCLUSION

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 11, 2025, at Riverside, California.

By:__________________________
Brian J. Mankin, Esq.

[4] Includes an estimated 35 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JUAN CARLOS BAUTISTA and JAIME CERVANTES, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiff,

vs.

SERVICEFIRST RESTORATION, INC., a California Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2302978
[Assigned to Hon. Joseph Ortiz, Dept S17, for all purposes]

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Amended Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Juan Carlos Bautista, Jaime Cervantes and Misty Bowyer, individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant ServiceFirst Restoration, Inc., and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. <u>Definitions</u>

1. "Action" or "Lawsuit" means and refers to the case entitled *Bautista, et al. v. ServiceFirst Restoration, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2302978.

2. "Aggrieved Employee(s)" means all Independent Contractors and Hourly Employees during the PAGA Period.

3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Amended Class Action and PAGA Settlement Agreement and Release of Claims.

4. "Class" is defined to include all Independent Contractors and Hourly Employees during the Class Period.

5. "Class Member(s)" refers to individual members of the Class.

6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

7. "Class Data" means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on one spreadsheet which shall include, for each Class Member: the individual's full name, last known address, Social Security Number, a notation of whether the individual falls into the category of Independent Contractor and/or Hourly Employee, and total Weeks Worked during the PAGA Period and the Class Period.

8. "Class Period" is deemed to be any time during the period of May 12, 2019, through January 31, 2024.

9. "Class Representatives" or "Plaintiffs" means and refers to Plaintiffs Juan Carlos Bautista, Jaime Cervantes and Misty Bowyer.

10. “Complaint” refers to the operative first amended complaint, which pleads class action and PAGA representative claims.

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

12. “Defendant” means and refers to Defendant ServiceFirst Restoration, Inc.

13. “Defendant’s Counsel” or “Defense Counsel” means and refers to Navigato & Battin, LLP.

14. “Effective Date” means the latest of the following dates: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

15. “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.

16. “Hourly Employees” means all nonexempt employees employed by Defendant in California during the Class Period.

17. “Independent Contractors” means the sixteen (16) individuals that performed contracting field/service work for Defendant in California and who Defendant classified as independent contractors during the Class Period, who are identified on Exhibit A attached hereto, which shall remain confidential for privacy purposes and only be provided to the Settlement Administrator.

18. “Individual Class Payment” refers to each Participating Class Members’ share of the Net Settlement Amount, as further discussed in Paragraph 52(c) below.

19. “Individual PAGA Payment” refers to each Aggrieved Employees’ share of the PAGA Penalties, as further discussed in Paragraph 52(h) below.

20. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 52(b) below.

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

22. “Objecting Class Member” means a Class Member, other than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 72(c) below.

23. “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.

24. “PAGA Period” is deemed to be any time during the period of May 12, 2022, through January 31, 2024.

25. “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.

26. “Parties” mean Plaintiffs and Defendant, collectively.

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

28. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice to the Class, an opportunity to opt out of the

Settlement, an opportunity to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiffs' motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

29. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and from which the settlement payments shall be made.

30. "Released Class Claims" or "Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include all claims stated in the Complaint and those that could reasonably have been alleged based upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to pay for rest periods and nonproductive time, (4) failure to provide meal periods, (5) failure to provide rest breaks, (6) failure to reimburse business expenses, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition.

31. "Released PAGA Claims" means any and all PAGA claims that Plaintiffs alleged against the Released Parties, based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) misclassification, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to pay for rest and recovery periods and nonproductive time under Labor Code § 226.2, (5) failure to provide meal periods, (6) failure to provide rest breaks, (7) failure to reimburse business expenses, (8) failure to timely pay wages each period, (9) failure to timely pay wages upon separation of employment, (10) failure to provide accurate itemized wage statements, and (11) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period.

32. "Released Parties" means Defendant, together with its shareholders, officers, directors, employees, and agents.

33. "Release Period" shall be the time period governing the Released Class Claims, which shall be the same as the Class Period.

34. "Release" shall mean the release and discharge of the Released Class Claims by Plaintiffs and all Participating Class Members and their assignees.

35. "Response Deadline" is 30 calendar days from the date the Notice is mailed to the Class Members.

36. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 72(a) below.

37. "Settlement Amount" is $500,000, exclusive of Defendant's obligation to fund its share of payroll taxes, as further discussed in Paragraph 52(d) below.

38. "Service Payments" or "Service Awards" means the amount approved by the Court to be paid to Class Representatives in addition to their Individual Settlement Payments as Participating Class Members and Individual PAGA Payments as Aggrieved Employees.

39. "Settlement Administrator" or "Administrator" means and refers to Phoenix Settlement Administrators, the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

40. "Settlement Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by the Court, regardless of any additional costs that the Settlement Administrator may request or feel is necessary to administer the Settlement.

41. "Work Weeks" or "Weeks Worked" in the context of a Class Members means any and all work weeks during the Class Period during which the Class Member worked at least one

day for Defendant in California. Likewise, in the context of Aggrieved Employees, it means any and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at least one day for Defendant in California.

B. <u>General Terms</u>

42. On May 12, 2023, Plaintiff Juan Carlos Bautista filed the instant class action, alleging that Defendant violated various sections of the Labor Code. On the same day, Plaintiff Bautista gave written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

43. Defendant filed its Answer to the initial complaint on June 27, 2023.

44. Plaintiff Jaime Cervantes later retained Class Counsel and sought to be added to this Action. In that regard, on June 1, 2023, Plaintiffs submitted an Amended LWDA Notice to the LWDA and by certified mail to Defendant, setting forth the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations.

45. On October 6, 2023, Plaintiffs filed the operative First Amended Complaint which added Plaintiff Cervantes as a plaintiff and class representative and added causes of action under PAGA.

46. Defendant denies Plaintiffs' claims and allegations, and contends that the Action is not suitable for class certification.

47. The Class Representatives believe they can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

48. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including a sampling of payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant

for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

49. On December 13, 2023, Plaintiffs and Defendant participated in a full-day mediation with Glenn Lerman, a well-respected wage-and-hour mediator. At the conclusion of mediation and extensive arms-length negotiations, the Parties reached a global settlement and entered into a Memorandum of Understanding. After the initial hearing on preliminary approval, the Court requested that the Parties add an Hourly Employee to represent that segment of the Class and, to that end, Misty Bowyer is being added as a Class Representative.

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

51. <u>Stipulation for Class Certification</u>. For settlement purposes only, Defendant will stipulate that the Participating Class Members may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declare that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declares that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. <u>Terms of Settlement</u>

52. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which is the maximum amount that will be paid by Defendant (except for the employer's share of payroll taxes), which includes payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, and Settlement Administration Costs. Defendant shall separately pay the employer's share of its payroll tax obligations, which shall be reported through the Settlement Administrator.

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

(c) The allocation of payment of claims among the Participating Class Members, without the need to submit a claim form, shall be as follows:

i. 75% of the Net Settlement Amount shall be allocated to payments for the Independent Contractors, who will each receive a payment of $5,000 plus a pro-rata share of the remaining amount according to the number of Weeks Worked during the Class Period.

ii. 25% of the Net Settlement Amount shall be allocated to payments for the Hourly Employees, and this shall be paid on a pro-rata basis according to the number of Weeks Worked during the Class Period.

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: 20% will be allocated as wages subject to withholding of all applicable local, state, and federal taxes; and 80% will be allocated for interest and statutory penalties pursuant to applicable California Labor Code sections from which no taxes will be withheld. If required based on the settlement amounts, the Administrator will issue to each Participating Class Member and/or Aggrieved Employee an Internal Revenue Service ("IRS") Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payments to Class Representatives: The amount, if any, awarded to each Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed $10,000 each to Plaintiffs Juan Carlos Bautista and Jaime Cervantes, and $3,000 to Misty Bowyer, in exchange for a full release and Civil Code § 1542 waiver as well as for the service that Plaintiffs performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payments to Class Representatives Juan Carlos Bautista and Jaime Cervantes will be paid out of the Settlement Amount and the Service Payment to Class Representative Misty Bowyer will be paid by reducing Class Counsel's Attorneys' Fee Award by $3,000 (or an amount approved by the Court). The Class Representatives will be issued an IRS Form 1099 in connection with this payment. Class Representatives shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payments to Class Representatives less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount to be distributed to Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus reasonable litigation costs not to exceed $20,000 ("Attorney's Fees and Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorneys' Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Class Counsel's Fee Award will be reduced accordingly to fund the Service Payment awarded to Misty Bowyer (so that her Service Payment is funded by a reduction to Class Counsel's fees, rather than by the Net

Settlement Amount). Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Settlement Amount, not to exceed $8,000, unless otherwise approved by all Parties and the Court.

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

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

and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

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

(k) <u>"Non-Reversionary" Settlement</u>. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant.

Participating Class Members and Aggrieved Employees will not have to make a claim to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

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

D. <u>Release by the Participating Class Members</u>

53. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual Class Payments, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Release Period.

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

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

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E. Release of PAGA Claims

56. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual Class Payments, Plaintiffs – in their individual capacities and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

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

F. Release by Plaintiffs and Class Representatives

59. Upon entry of the Final Approval Order and Defendant's funding of the Settlement Amount, and all employer payroll taxes owed on the wage portion of the Individual Class Payments, Class Representatives do hereby, for themselves and their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Stipulation, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives' employment with Defendant or the remuneration for or termination of such employment (the "Class Representatives' Claims").

60. Without limiting the generality of the foregoing, this general release by Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any

claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991;42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other penalties recoverable for such claims under PAGA.

61. Plaintiffs agree that there is a risk that any injury that they may have suffered by reason of the Released Parties' relationship with them might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiffs agree to forever and fully release and discharge the Released Parties and understand that by the execution of this Settlement Agreement no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiffs with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

62. Plaintiffs expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representatives expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representatives knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representatives' claims. Notwithstanding the above, the general release by Class Representatives shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

G. Interim Stay of Proceedings

63. Pending completion of all prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

H. Notice Process

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

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

66. Class Data. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List. The Class Data provided to the

Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Class Members regarding the Action and Settlement.

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

68. Returned Notices. The Settlement 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 Settlement 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.

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

70. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of their estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Weeks Worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed

determinative absent reliable evidence to rebut Defendant's records, but the Settlement 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.

71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

72. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or 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 Plaintiffs, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion should state:

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE SERVICEFIRST LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

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

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

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

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

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

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

73. Funding of the Settlement Amount. Defendant shall deposit the Settlement Amount, plus Defendant's share of payroll taxes, with the Settlement Administrator by the later of December 1, 2024, or fifteen (15) days after the Effective Date.

74. Distribution of Funds. No later than ten (10) calendar days after the deposit of the Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payments to the Class Representatives, the payment to the LWDA for PAGA Penalties, and will pay itself the Settlement Administration Costs. To comply with California Rules of Court, rule

3.771, settlement checks shall include the following language on the check: "A Court has approved settlement of the class action and PAGA representative actions and entered judgment for claims asserted in *Bautista, et al. v. ServiceFirst Restoration, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2302978.

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

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

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

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

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

(a) Approving as to form and content the proposed Notice;

(b) Directing the mailing of the Notice by first class mail to the Class Members;

(c) Preliminarily approving this Settlement;

(d) Preliminarily certifying the class for purposes of this Settlement;

(e) Advising the LWDA of the proposed Settlement; and

(f) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payments.

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

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

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

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

(c) Entering judgment approving settlement.

K. Voiding the Agreement

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

79. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

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

L. Other Terms

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

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

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

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

85. No Admission. Defendant denies any and all liability to Plaintiffs and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to

settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiffs, have determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

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

87. 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.

88. 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:

To the Class:

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

To Defendant:

Michael W. Battin, Esq.
mike@navbat.com
Navigato & Battin, LLP
755 West A Street, Suite 150
San Diego, CA 92101
Tel: (619) 233-5365 | Fax: (619) 233-3268

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

90. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is

contractual and not merely a recital.

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

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

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

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

95. 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.

96. 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 Packet 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.

97. 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: 10/28/2024

PLAINTIFF AND CLASS REPRESENTATIVE

Juan Carlos Bautista (Oct 28, 2024 06:39 PDT)

Juan Carlos Bautista

Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____

Jaime Cervantes

Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____

Misty Bowyer

Dated: ________________

DEFENDANT SERVICEFIRST RESTORATION, INC.

____

By: ______________________

Title: ______________________

APPROVED AS TO FORM:

Dated: 10/31/2024

CLASS COUNSEL

LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin

Attorneys for Plaintiff

Dated: ________________

DEFENSE COUNSEL

NAVIGATO & BATTIN, LLP

____

Michael W. Battin, Esq.

Attorneys for Defendant

97. 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: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Juan Carlos Bautista

Dated: 11/01/2024 **PLAINTIFF AND CLASS REPRESENTATIVE**

Jaime Cervantes (Nov 1, 2024 15:12 PDT)
____
Jaime Cervantes

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Misty Bowyer

Dated: ________________ **DEFENDANT SERVICEFIRST RESTORATION, INC.**

____
By: ______________________
Title: ______________________

APPROVED AS TO FORM:

Dated: ________________ **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin
Attorneys for Plaintiff

Dated: ________________ **DEFENSE COUNSEL**
NAVIGATO & BATTIN, LLP

____
Michael W. Battin, Esq.
Attorneys for Defendant

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Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____
Juan Carlos Bautista

Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____
Jaime Cervantes

Dated: Oct 29, 2024

PLAINTIFF AND CLASS REPRESENTATIVE

Misty Bowyer (Oct 29, 2024 08:41 PDT)
____
Misty Bowyer

Dated: ________________

DEFENDANT SERVICEFIRST RESTORATION, INC.

____
By: ________________
Title: ________________

APPROVED AS TO FORM:

Dated: ________________

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin
Attorneys for Plaintiff

Dated: ________________

DEFENSE COUNSEL
NAVIGATO & BATTIN, LLP

____
Michael W. Battin, Esq.
Attorneys for Defendant

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Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____

Juan Carlos Bautista

Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____

Jaime Cervantes

Dated: ________________

PLAINTIFF AND CLASS REPRESENTATIVE

____

Misty Bowyer

Dated: 11/1/2024

DEFENDANT SERVICEFIRST RESTORATION, INC.

____

By: Christian Rovsek

Title: CEO

APPROVED AS TO FORM:

Dated: ________________

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

____

Brian J. Mankin
Attorneys for Plaintiff

Dated: 10/31/24

DEFENSE COUNSEL
NAVIGATO & BATTIN, LLP

____

Michael W. Battin, Esq.
Attorneys for Defendant

Exhibit A

Bautista, et al. v. ServiceFirst Restoration, Inc.

San Bernardino County Superior Court, Case No. CIVSB2302978

The sixteen (16) individuals that performed contracting field/service work for Defendant in California and who Defendant classified as independent contractors during the Class Period (and who therefore are the "Independent Contractors" defined in the Agreement) are as follows:

(1) Abraham Aragon Diaz

(2) Enrique Cardenas,

(3) Cesar Imery,

(4) Erik Silva-Hernandez,

(5) Gerado Flores,

(6) Gesar Luna Orozco,

(7) Filiman Octavian,

(8) Plaintiff Jaime Cervantes,

(9) Jorge L. Reyes,

(10) Plaintiff Juan Carlos Bautista,

(11) Juan Rivera,

(12) Julio Cabrera,

(13) Eric Allison,

(14) Ronald Argueta,

(15) Jose Garcia, and

(16) Joseph Moreno.

-- *End of Document* --

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00547 Bautista v Service First (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Juan Carlos Bautista							
14000-00547 Bautista v Service First							
05-11-2023	Approved	E101 Copying	Chiarito, Tracie	0.06	0.00	84.00	5.04
	84 copies @ .06 each - initial letters to company						
05-11-2023	Approved	E108 Postage	Chiarito, Tracie	18.84	0.00	1.00	18.84
	Postage for May 2023						
05-11-2023	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Fees to LWDA to submit PAGA letter						
05-12-2023	Approved	Attorney Service	Chiarito, Tracie	462.66	0.00	1.00	462.66
	TurboCourt Order #7988907 - file complaint						
05-18-2023	Approved	E108 Postage	Chiarito, Tracie	21.80	0.00	1.00	21.80
	Receipt for UPS - overnight cease and desist letter to company						
05-24-2023	Approved	Attorney Service	Chiarito, Tracie	139.37	0.00	1.00	139.37
	Bosco Inv #8878943 Serve: ServiceFirst Restoration, Inc., a California Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 05/18/2023						
06-13-2023	Approved	E112 Court fees	Chiarito, Tracie	1,002.00	0.00	1.00	1,002.00
	Receipt for San Bernardino Superior Court for complex fees						
08-01-2023	Approved	Attorney Service	Chiarito, Tracie	31.06	0.00	1.00	31.06
	TurboCourt Order #8163526 - file Sitp and Order re FAC						
08-25-2023	Approved	Attorney Service	Chiarito, Tracie	56.40	0.00	1.00	56.40
	Bosco Inv #9453432 Del Courtesy Copy of Stipulation to Allow Plaintiff To File 1st Amended Complaint toDept. S17 Fees previously paid on 8/2 court misplaced the Stip Court: San Bernardino County Superior Court - Central District Completed on: 08/24/2023						
09-27-2023	Approved	E125 Mediation fees	Chiarito, Tracie	8,395.00	0.00	1.00	8,395.00
	ADR Inv #23-5200-GEL-01 for 12/13/23 mediation w Glenn Lerman, Esq. - paid check #1014						
10-02-2023	Approved	Attorney Service	Chiarito, Tracie	39.33	0.00	1.00	39.33
	OneLegal Order #21327434 - file stip and order to cont CMC						
10-27-2023	Approved	Attorney Service	Chiarito, Tracie	13.33	0.00	1.00	13.33
	OneLegal Order #21373601 - submit Stip and Order to File FAC						
11-29-2023	Approved	Attorney Service	Chiarito, Tracie	13.33	0.00	1.00	13.33
	OneLegal Order #21432803 - submit FAC						
01-03-2024	Approved	E119 Experts	Chiarito, Tracie	1,800.00	0.00	1.00	1,800.00

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00547 Bautista v Service First (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Juan Carlos Bautista							
14000-00547 Bautista v Service First							
	Berger Consulting Inv #10320						
01-17-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #10274281 File and Conform: Notice of Settlement and Proposed Stipulation and Order **Advance Fees** Court: San Bernardino County Superior Court - Central District Completed on: 01/16/2024						
04-18-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #10872484 File and Conform in Dept S17 Proposed Stipulation and Order **Advance Fees** Court: San Bernardino County Superior Court - Central District Completed on: 04/17/2024						
07-12-2024	Approved	Attorney Service	Chiarito, Tracie	161.65	0.00	1.00	161.65
	Bosco Inv #11395025 File and conform. -Motion -Declaration x4 -Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 07/11/2024						
08-02-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11848741 for 8/5/24 MPA						
09-26-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #11865405 File and conform in Dept. S17. -Stipulation to Continue Hearing; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 9/25/2024						
11-04-2024	Approved	Attorney Service	Chiarito, Tracie	151.25	0.00	1.00	151.25

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00547 Bautista v Service First (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Juan Carlos Bautista							
14000-00547 Bautista v Service First							
	Bosco Inv #12103514 File and conform in Dept. S17. -Declaration x2 -Supplemental Declaration -Proof of Service -Proposed Order Court: San Bernardino County Superior Court - Central District Completed on: 11/01/2024						
11-07-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11876360 for 11/8/24 MPA						
11-11-2024	Approved	Attorney Service	Chiarito, Tracie	179.20	0.00	1.00	179.20
	Bosco Inv #12143724 File and conform in Dept. S17 ASAP. -Stipulation to Allow Plaintiffs to File Second Amended Complaint -Supplemental Declaration -Second Supplemental Declaration -Proof of Service. *advance fee* Court: San Bernardino County Superior Court - Central District						
11-11-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall for 11/8/24 MPA						
12-03-2024	Approved	Attorney Service	Chiarito, Tracie	20.86	0.00	1.00	20.86
	OneLegal Order #24119208 - file SAC						
12-19-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11886659 for 12/20/24 MPA						
12-23-2024	Approved	Attorney Service	Chiarito, Tracie	109.95	0.00	1.00	109.95
	Bosco Inv #12388263 File and conform in Dept. S17. -Proposed Order Court: San Bernardino County Superior Court - Central District Completed on: 12/20/2024						
01-10-2025	Approved	E112 Court fees	Chiarito, Tracie	3.14	0.00	1.00	3.14
	Receipt for San Bernardino Superior Court - copy of signed PA order						
03-18-2025	Approved	Attorney Service	Chiarito, Tracie	91.95	0.00	1.00	91.95

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00547 Bautista v Service First (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Juan Carlos Bautista							
14000-00547 Bautista v Service First							
	Bosco Inv #12894383 File and conform in Dept. S17. -Stipulation to Modify and Continue: Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 3/14/2025						
06-13-2025	Approved	Attorney Service	Chiarito, Tracie	350.00	0.00	1.00	350.00
	Estimated cost to file MFA and supporting documents via Bosco						
07-08-2025	Approved	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
	Estimated cost for Courtcall for MFA hearing(s)						
						Project Total	**13,819.01**
						Client Total	**13,819.01**
						Grand Total	**13,819.01**

EXHIBIT "C"