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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ANA ORTEGA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AGGRESSIVE TRANSPORT LTD-USA,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CV-23-003207
*[Assigned to Hon. John R. Mayne, Dept 21, for
all purposes]*

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

Hearing

Date: August 21, 2025

Time: 8:30 a.m.

Dept.: 21

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 Stanislaus 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.

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1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since
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 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 300 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former California resident truck drivers employed by Defendant and who drove in California at any time during the Class Period of June 8, 2019, through October 25, 2024.

8. The Gross Settlement Amount is \$450,000 and, as set forth in the in the Declaration of Kevin Lee on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$230,689.29, as detailed here:

<i>Gross Settlement Amount</i>	\$ 450,000.00
Attorneys' Fees (1/3)	\$ 150,000.00
Litigation Costs	\$ 22,310.71
Administrator Costs	\$ 7,000.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 230,689.29

9. The process of mailing the Notice Packet was completely successful, as all of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, as 100% of the Class participated in the Settlement and there were no objections or workweek disputes.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very 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 an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

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

submitted in support thereof, Defendant vigorously challenged Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants 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 REQUEST FEE AND COST AWARDS

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

15. When this case was taken on a contingency fee basis, with my firm 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

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

1 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

2 16. It has been my experience that the benchmark for attorney fee awards in
3 California state cases is one-third of a common settlement fund, which the CA Supreme Court
4 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
5 Agreement, Class Counsel is seeking a fee of \$150,000.00, which is one-third of the Settlement
6 Amount.

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

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

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

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

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

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

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

16 23. At my office, this case was handled by Misty Lauby while I performed the role of
17 the supervising attorney. Ms. Lauby's experience is set forth in her declarations, but in sum, she
18 works exclusively with me on employment law matters and has been in practice for 16 years and
19 bills at the hourly rate of \$650/hour. I have been in practice for over 23 years, with most of those
20 years handling complex litigation and for over the last 18 years, my practice has almost entirely
21 consisted of handling class action wage and hour matters. My billing rate is \$950/hour.

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

25. 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 \$153,065, which reflects the fact 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)	\$950	81²	\$76,950
Misty Lauby <i>Handling Attorney / Partner</i> (16 Years)	\$650	117.1	\$76,115
Grand Total for All Attorneys			\$153,065

² Includes an estimated 15 hours of additional work preparing for and attending the hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court’s questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on), as well as 20 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to ensuring timely payment from Defendants, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator’s declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto).

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

5 27. In the course of prosecuting this action, my office has incurred expenses
6 necessary to the effective representation of the Class. These expenses included but were not
7 limited to: court filings, copying and management of documents, messenger services, postage,
8 mediation fees, expert fees, and other incidental expenses directly related to this action. My
9 firm's expenses through the final approval hearing are estimated to be \$22,310.71, which
10 includes filing this motion, process/server costs, and service expenses (see the itemized statement
11 of these costs attached hereto as Exhibit C). Since the Settlement Agreement provided for
12 capped costs up to \$25,000, the savings will be placed in the Net Settlement Amount for
13 distribution to the Participating Class Members. Defendant does not oppose this request for
14 costs.

15 **REASONABLENESS OF REQUESTED SERVICE AWARD**

16 28. I also believe that the service award of \$10,000 to Plaintiff and Class
17 Representative Ana Ortega is fair and warranted. She came forward and worked directly with
18 my office in analyzing the claims and documents, providing valuable information, and she gave
19 up the ability to pursue his separate individual claims as part of the settlement. (See her
20 declaration for supporting information.) Indeed, her participation was an essential element of
21 Defendant's desire to mediate and of the pre- and post-mediation analysis that allowed Class
22 Counsel to settle the case. Of course, Plaintiff also took on various risks, including the risk that
23 she could have been ordered to pay Defendant's costs if she lost and the risk of retaliation and
24 being black-balled in the industry. Defendant does not oppose the requested service award.

25 **SUBMISSION TO THE LWDA**

26 29. The Motion and declarations, including the Settlement Agreement, have
27 concurrently been submitted to the LWDA. (*See Exhibit E hereto*).

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 30, 2025, at Stanislaus, California.


Brian J. Mankin, Esq.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ANA ORTEGA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AGGRESSIVE TRANSPORT LTD-USA, a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CV-23-003207
*[Assigned to Hon. John R. Mayne, Dept. 21,
for all purposes]*

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

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Ana Ortega, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendant Aggressive Transport Ltd-USA,
4 and is approved by their respective counsel of record, subject to the terms and conditions hereof
5 and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Ortega v. Aggressive*
8 *Transport Ltd-USA*, Stanislaus County Superior Court, Case No. CV-23-003207.

9 2. "Administrator" means and refers to Phoenix Settlement Administrators, the
10 third-party class action settlement administrator agreed to by the Parties, that will provide the
11 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 Settlement Amount to
14 the Administrator for administering this Settlement, including, but not limited to, printing,
15 distributing, and tracking documents for this Settlement, tax reporting, and deposit of the
16 employee and employer share of payroll taxes, unclaimed property due diligence, reporting and
17 remittance obligations, distributing the Settlement Amount, and providing necessary reports and
18 declarations, as requested by the Parties. The Administration Costs shall be paid from the
19 Settlement Amount, including, if necessary, any such costs in excess of the amount represented
20 by the Administrator as being the maximum costs necessary to administer the Settlement.

21 4. "Aggrieved Employee(s)" all current and former California resident truck drivers
22 employed by Defendant and who drove in California at any time during the PAGA Period.

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

25 6. "Class" is defined as all current and former California resident truck drivers
26 employed by Defendant and who drove in California at any time during the Class Period.

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

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

3 9. “Class Data” means a complete list that Defendant will diligently and in good
4 faith compile from its records and provide to the Administrator on one spreadsheet which shall
5 include, for each Class Member, the individual’s full name, last known address, Social Security
6 Number, total Weeks Worked during the PAGA Period and the Class Period.

7 10. “Class Period” is deemed to be any time during the period of June 8, 2019,
8 through October 25, 2024.

9 11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Ana Ortega.

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

12 13. “Court” (or “Judge”) means the California Superior Court, County of Stanislaus.

13 14. “Defendant” means and refers to Aggressive Transport Ltd-USA.

14 15. “Defendant’s Counsel” or “Defense Counsel” means and refers to Tyson &
15 Mendes.

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

25 17. “Escalator Clause:” Defendant represents that there are approximately 81 Class
26 Members who collectively worked approximately 7,120 work weeks in California during the
27 Class Period. The Parties agree that, should the total number of Workweeks exceed 7,832 (which
28 is 10% more than Defendant’s representation), then the Settlement Amount shall increase by

1 \$63.20 (Settlement Amount divided by 7,120) for each additional Workweek above 7,832.

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

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

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

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

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

16 23. “Response Deadline” is 30 calendar days from the date the Notice is mailed to the
17 Class Members.

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

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

25 26. “PAGA Period” is deemed to be any time during the period of June 8, 2022,
26 through October 25, 2024.

27 27. “Participating Class Member” means any and all Class Members who are deemed
28 to participate and receive an Individual Class Payment and do not opt-out by submitting a timely

and valid Request for Exclusion.

28. “Parties” means Plaintiff and Defendant, collectively.

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

30. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice Packet 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 Plaintiff’s motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

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

32. “Released Class Claims” includes all claims stated in the Complaint and those based solely upon the facts in the complaint, including: (a) failure to pay minimum wages, (b) failure to pay nonproductive time under Labor Code 226.2, (c) failure to reimburse business expenses; (d) failure to failure to timely pay wages upon separation of employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful competition, and (h) all other claims for statutory penalties based on the facts or claims alleged in the Complaint. The time period governing the Released Class Claims shall be the Class Period.

33. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the LWDA notice letter, including all PAGA claims seeking civil penalties premised upon: (a) failure to pay minimum wages, (b) pay nonproductive time under Labor Code § 226.2, (c) failure to reimburse business expenses, (d) failure to timely pay wages (§204)(e) failure to failure to timely pay wages each

1 period and upon separation of employment, (f) failure to provide accurate itemized wage
2 statements, and (g) all other claims for civil penalties recoverable under the Private Attorneys
3 General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the Complaint.
4 The time period governing the Released PAGA Claims shall be any time during the PAGA
5 Period.

6 34. “Released Parties” means Defendant and its parents, subsidiaries, directors,
7 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
8 and present, and each of them and anyone acting in concert with foregoing.

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

11 36. “Service Payment” or “Service Award” means an amount up to \$10,000.00
12 approved by the Court to be paid to Class Representative Ana Ortega in addition to her
13 Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an
14 Aggrieved Employee.

15 37. “Settlement Amount” is \$450,000.00, subject to the Escalator Clause and
16 exclusive of Defendant’s obligation to fund its share of payroll taxes, as further discussed in
17 Paragraph 47(c) below.

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

23 **B. General Terms**

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

27 40. On June 8, 2023, Plaintiff filed a putative class action complaint against
28 Defendant in Stanislaus County Superior Court. Plaintiff later filed the operative First Amended

1 Complaint, alleging putative class and representative PAGA claims, including: (a) failure to pay
2 minimum wages, (b) failure to pay nonproductive time under Labor Code 226.2, (c) failure to
3 reimburse business expenses; (d) failure to failure to timely pay wages upon separation of
4 employment, (e) failure to provide accurate itemized wage statements, (f) unfair and unlawful
5 competition, and (g) related claims under PAGA.

6 41. Defendant denies Plaintiff's claims and allegations and contend that the Action is
7 not suitable for class certification.

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

10 43. The Parties have conducted a thorough investigation into the facts of the Action.
11 This includes conducting an extensive exchange of informal discovery, including a sampling of
12 payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about
13 and has done extensive research with respect to the applicable law and potential defenses to the
14 claims of the Class. Class Counsel has diligently pursued an investigation of the Class
15 Members' claims against Defendant. Based on the foregoing data and on their own independent
16 investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant
17 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
18 and adequate and is in the best interest of the Class Members in light of all known facts and
19 circumstances, including the risk of significant delay and uncertainty associated with litigation,
20 various defenses asserted by Defendant, and numerous potential appellate issues.

21 44. On October 25, 2024, Plaintiff and Defendant participated in a full-day mediation
22 with Hon. Daniel Buckley (Ret.), a retired judge who now serves as a mediator. At the
23 conclusion of mediation, extensive arm's-length negotiations, and after issuance of a mediator's
24 proposal, the Parties reached a global settlement and entered into this Agreement.

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 Defendant 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, Defendant 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. Defendant expressly reserves its
9 rights and declare that it would continue to oppose class certification and the substantive merits
10 of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights
11 and declares that she will continue to pursue class certification and a trial should the Court fail to
12 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, subject to the Escalator Clause and Defendant's obligation to separately pay
17 the share of payroll taxes owed on the wage portion of the Individual Class Payments, which is
18 the maximum amount that will be paid by Defendant and includes Individual Class Payments,
19 Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class
20 Representative, 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 Class.

27 (c) Calculation of Individual Class Payments: The Individual Class Payment
28 for each Class Member will be calculated by the Administrator using the Class as follows.

Compensable workweeks will be all Weeks Worked by the Class Members during the Class Period. The dollars per compensable work week will be calculated by dividing the total Weeks Worked by Class Members into the Net Settlement Amount to determine a per work week value (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks Worked by a Participating Class Member during the Class Period to determine the distribution for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100 percent of the Net Settlement Amount.

(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, *e.g.*, California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Administrator will issue to each Participating Class Member an Internal Revenue Service 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 Payment to Class Representative: The amount, if any, awarded to the Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed \$10,000, in exchange for the service that Plaintiff performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payment to the Class Representative will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form 1099 in connection with this payment and shall be solely and legally responsible to pay all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to the Class Representative 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 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

1 (f) Attorneys' Fees and Costs Award: Defendant agrees 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 ("Attorney's Fees and
4 Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys'
5 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
6 paid from the Settlement Amount, and, except for this award, Defendant 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 amount of attorneys' fees and costs awarded by the
13 Court.

14 (g) Administration Costs: The fees and other charges of the Administrator
15 will be paid from the Settlement Amount, not to exceed \$6,492.56, unless (1) the Escalator
16 Clause is triggered (whereby any reasonable increase in Administration Costs shall be paid from
17 the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all
18 Parties and the Court.

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

27 (i) Tax Liability: Class Counsel and Defendant make no representations as to
28 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the

1 Class Members are not relying on any statement or representation by Class Counsel or Defendant
2 in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and
3 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
4 their respective Individual Class Payments and Individual PAGA Payments, described herein.
5 Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the
6 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
7 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
8 set forth in this Section may be modified in a manner to bring Defendant into compliance with
9 any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand
10 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
11 on their respective payments described herein.

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

1 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
3 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
4 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
5 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
6 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
7 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

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

20 48. Upon entry of the Final Approval Order and Defendant's funding of the
21 Settlement Amount and the required employer-side payroll taxes, and except as to such rights or
22 claims as may be created by this Agreement, Plaintiff and the Participating Class Members, on
23 behalf of themselves and their respective representatives, agents, heirs, and assigns, will forever
24 completely release and discharge the Released Parties from the Released Class Claims for the
25 Class Period.

26 49. Each Participating Class Member will be deemed to have made the foregoing
27 Release as if by manually signing it.
28

1 50. Class Representative, on behalf of herself and the Class, acknowledges and agrees
2 that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and
3 that the payments set forth herein constitute payment of all sums allegedly due to her. Class
4 Representative, on behalf of herself and the Class, acknowledges and agrees that Labor Code §
5 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent
6 part as follows: “An employer shall not require the execution of any release of any claim or right
7 on account of wages due, or to become due, or made as an advance on wages to be earned, unless
8 payment of those wages has been made.”

9 **E. Release of PAGA Claims**

10 51. Upon entry of the Final Approval Order and Defendant’s funding of the
11 Settlement Amount and the required employer-side payroll taxes, Plaintiff – in her individual
12 capacity and on behalf of the State of California and LWDA – shall completely release and
13 discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

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

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

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

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

19 56. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
20 Section 1542 of the Civil Code of the State of California and does so understanding and
21 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
22 of the State of California states:

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

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

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

15 **G. Interim Stay of Proceedings**

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

19 **H. Notice Process**

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

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

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

19 62. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
20 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
21 calculation of all payments to be paid from the Settlement Amount, including the estimated
22 Individual Class Payments to each Class Member and Individual PAGA Payments to each
23 Aggrieved Employee (a person's name shall be redacted and a control number used in place of
24 the name). In the event that the total Workweeks worked by all Class Members triggers the
25 Escalator Clause, the Administrator shall notify the Parties of the increased Settlement Amount,
26 and related increased payments from the Settlement Amount, including increased Attorneys'
27 Fees and Costs and any increased Administration Costs, all of which shall be subject to Court
28 approval.

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

6 64. Returned Notice Packets. The Administrator will take steps to ensure that the
7 Notice is received by all Class Members, including utilization of the National Change of Address
8 Database maintained by the United States Postal Service to review the accuracy of and, if
9 possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an
10 updated address is located within ten (10) calendar days following both the Administrator
11 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
12 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
13 request or objection must be returned by the later of the Response Deadline or fifteen (15) days
14 after the remailing of the Notice.

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

18 66. Disputes Regarding Class Data. Class Members are deemed to participate in the
19 Settlement unless they opt out, and Aggrieved Employees may not opt out of the Released
20 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
21 Payment and Individual PAGA Payment, as well as the number of weeks he/she worked during
22 the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked if they
23 feel they should be credited with more Weeks Worked in the Class Period and/or PAGA Period
24 in California than Defendant's records show by timely submitting evidence to the Administrator.
25 Defendant's records will be presumed determinative absent reliable evidence to rebut
26 Defendant's records, but the Administrator will evaluate the evidence submitted by the Class
27 Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to
28 meet and confer in good faith about the evidence to determine the Class Member's actual

1 number of Work Weeks and estimated Individual Class Payment and Individual PAGA Payment.
2 If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
3 Court to render a final decision. Class Members and Aggrieved Employees will have until the
4 Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

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

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

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

17 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE
18 AGGRESSIVE TRANSPORT LAWSUIT. I UNDERSTAND
19 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
20 CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
21 PAYMENT FROM THIS LAWSUIT."

22 To be valid, any Request for Exclusion must include the full name, address, telephone
23 number, last four digits of the social security number or date of birth, and signature of the Class
24 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
25 Administrator at the specified address set forth in the Notice. Any such Request must be made in
26 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
27 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
28 Member who timely requests exclusion in compliance with these requirements: (i) will not have

1 any rights under this Agreement, including the right to object, appeal, or comment on the
2 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
3 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
4 who is an Aggrieved Employee who requests timely exclusion will still be subject to the
5 Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA
6 Payment. All Parties and their counsel, including Defendant's respective members, member
7 managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections,
8 directly or indirectly, through any means.

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

14 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
15 does not submit a valid and timely Request for Exclusion may object to the terms of this
16 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her
17 objection which must be postmarked by the Response Deadline at the address set forth in the
18 Notice. Such objection shall include the Objecting Class Member's full name, address,
19 telephone number, last four digits of the social security number or date of birth, signature, and
20 dates of employment with Defendant, in addition to the case name and number, the basis for the
21 objection, including any legal support and each specific reason in support of the objection, as
22 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
23 represented by counsel, the name and address of his or her counsel. The Administrator shall
24 provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days
25 of receipt, and the Administrator shall attach the same to its declaration of due diligence and file
26 with the Court prior to the Final Approval Hearing. An Objecting Class Member remains
27 eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not
28 be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his

1 or her counsel related to any objections to the Settlement. Submitting an objection does not
2 preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by
3 becoming a party of record by timely and properly intervening or filing a motion to vacate the
4 judgment under Code of Civil Procedure § 663.

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

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

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

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

20 70. Funding of the Settlement Amount. Defendant shall fund the Settlement Amount,
21 plus Defendant's share of payroll taxes, based on the payment plan below by wiring the full
22 amount owed of each installment payment to the Administrator on or before each payment due
23 date.

24 (a) By June 15, 2025, Defendant shall fund one-half (50 percent) of the Settlement
25 Amount, plus the required employer-side taxes on that sum. The Administrator
26 shall hold this money in an interest-bearing account pending receipt of the full
27 Settlement Amount. In the event that Defendant fails to make this payment
28 within 5 calendar days of the due date, Class Counsel shall send a notice of

1 default to Defendant's Counsel. Defendant will then have seven (7) calendar days
2 after issuance of the notice of default to cure and bring all payments up to the
3 current required amount. If Defendant fails to timely cure the late payment, all
4 remaining balances shall immediately become due and payable.

5 (b) By the later of April 30, 2026, or 15 days after the Effective Date, Defendant shall
6 fund the second half (50 percent) of the Settlement Amount, plus the required
7 employer-side taxes on that sum, which represents the remaining balance of the
8 Settlement Amount.

9 71. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
10 full Settlement Amount into the Administrator's account, the Administrator will mail the
11 Individual Class Payments and Individual PAGA Payment to Participating Class Members and
12 Aggrieved Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award,
13 any Service Payment to the Class Representative, the payment to the LWDA for PAGA
14 penalties, and will pay itself the Administration Costs.

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

1 payment on such check. If the check in question has not been negotiated prior to the stop
2 payment order, the Administrator will issue a replacement check.

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

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

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

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

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

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

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

- 26 (a) Approving the Settlement, adjudging the terms thereof to be fair,
27 reasonable and adequate, and directing consummation of its terms and provisions;
28

(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 Representative, and the payment to the Administrator for costs of administering the settlement; and

(c) Entering judgment approving Settlement.

K. Voiding the Agreement

75. 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.

76. If the Settlement is voided or fails for any reason, Plaintiff 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.

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

L. Other Terms

78. 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.

79. 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.

80. 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

1 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
2 preliminary and final approval of the settlement, and the final entry of judgment.

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

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

16 83. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
17 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
18 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
19 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
20 Agreement with the intention of avoiding further disputes and litigation with the attendant
21 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
22 related documents such as the notices, and motions for preliminary and final approval, shall,
23 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
24 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
25 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
26 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
27 approved, the stipulation will be of no force or effect.

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

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

18 *To the Class:*

19 Brian J. Mankin
20 **brian@lmlfirm.com**
21 Lauby, Mankin & Lauby LLP
22 5198 Arlington Ave, PMB 513
23 Riverside, CA 92504
24 Tel: (951) 320-1444 | Fax: (951) 320-1445

25 *To Defendant:*

26 Michael Lehman, Esq. [CSB No. 133523]
27 **mlehman@tysonmendes.com**
28 TYSON & MENDES
29 5250 N. Palm Ave, Ste 231
30 Fresno, CA 93704
31 Tel: (559) 500-2294

1 86. Construction. The Parties hereto agree that the terms and conditions of this
2 Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and
3 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
4 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
5 and Defendant expressly waive the common-law and statutory rule of construction that
6 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
7 and represent that the language in all parts of this Agreement shall be in all cases construed as a
8 whole, according to its fair meaning.

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

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

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

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

27 91. Integration Clause. This Settlement Agreement contains the entire agreement
28 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.

92. 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.

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: Jan 19, 2025

PLAINTIFF AND CLASS REPRESENTATIVE


Ana Ortega (Jan 19, 2025 18:17 PST)

Ana Ortega

Dated: _____

DEFENDANT AGGRESSIVE TRANSPORT LTD-USA

By: _____ (name)

_____ (title)

1 or contemporaneous agreements, understandings, representations, and statements, whether oral
2 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
3 hereunder may be waived except in writing.

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

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

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

17
18 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

19
20 _____
Ana Ortega

21
22 Dated: January 21, 2025

DEFENDANT AGGRESSIVE TRANSPORT LTD-USA

23 _____
24 By: Brad MacDonald

25 Chief Executive Officer
26
27
28

1 **APPROVED AS TO FORM:**

2
3 Dated: 1/20/2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

4 

5
6 Brian J. Mankin
Attorneys for Plaintiff

7
8 Dated: January 21, 2025

DEFENSE COUNSEL
TYSON & MENDES

9 

10 Michael Lehman, Esq.
11 Attorneys for Defendant

EXHIBIT “B”

FILED

FEB 13 2025

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

ANA ORTEGA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

AGGRESSIVE TRANSPORT LTD-USA,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CV-23-003207

*[Assigned to Hon. John R. Mayne, Dept 21, 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 Ana Ortega and Defendant Aggressive
3 Transport Ltd-USA (collectively, the "Parties"), as well as the Memorandum of Points and
4 Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action
5 Settlement, the documents submitted in support of the motion, and all supporting legal
6 authorities and documents, IT IS HEREBY ORDERED:

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

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

19 All current and former California resident truck drivers employed
20 by Defendant Aggressive Transport Ltd-USA during the Class
21 Period of June 8, 2019, through October 25, 2024.

22 3. As set forth in the Settlement Agreement, "Aggrieved Employees" includes: all
23 current and former California resident truck drivers employed by Defendant Aggressive
24 Transport Ltd-USA during the PAGA Period of June 8, 2022, through October 25, 2024.

25 4. The class action settlement set forth in the Settlement Agreement between
26 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
27 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
28 to any objections that may be raised at the Final Approval Hearing.

1 5. For settlement purposes only, the Court appoints Plaintiff Ana Ortega as Class
2 Representative, and Brian Mankin and Misty Lauby as Class Counsel.

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

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

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

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

25 10. The Court directs the Settlement Administrator to perform address verification
26 measures and mail the Class Notice by first class mail to the Class Members as set forth in the
27 timeline below and to otherwise carry out the Settlement according to the terms of the Settlement
28 Agreement and in conformity with this Order. The Parties are also ordered to carry out the

Settlement according to the terms of the Settlement Agreement.

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

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

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

February 13, 2025	Preliminary Approval (PA) hearing
March 10, 2025	<u>24 days after PA</u> : Deadline for Administrator to complete first mailing of the Notice
April 9, 2025	<u>30 days after mailing Notice</u> : Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
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.
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.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: <u>Aug 21, 2025</u> Time: <u>8:30 am</u>	Final Approval Hearing

14. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to award to Class Counsel; and (3) the amount of the Class Representative Service Payment. The Court may continue or adjourn the final approval

1 hearing without further notice to the Class Notice.

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

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

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

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

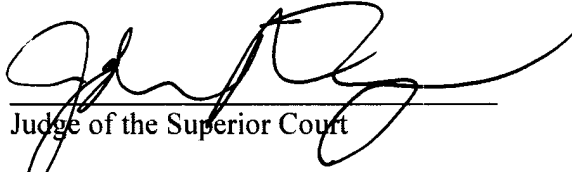
23 19. Pending the Final Approval hearing, all proceedings in this action, other than
24 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
25 Order, are stayed.

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

IT IS SO ORDERED.

Date:

2/13/25



Judge of the Superior Court
JOHN R. MAYNE

EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00551 Ortega v Aggressive Transport (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
<u>Ana Ortega</u> <u>14000-00551 Ortega v Aggressive Transport</u>							
06-07-2023	Approved	E112 Court fees	Charito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA - submit PACA letter						
06-07-2023	Approved	E108 Postage	Charito, Tracie	64.16	0.00	1.00	64.16
	Postage for June 2023						
06-07-2023	Approved	E101 Copying	Charito, Tracie	0.20	0.00	56.00	11.20
	56 copies @ .20 each - initial letters to company						
06-09-2023	Approved	Attorney Service	Charito, Tracie	1,494.53	0.00	1.00	1,494.53
	Onelgal Order #20574569 - file Complaint						
06-15-2023	Approved	Attorney Service	Charito, Tracie	247.01	0.00	1.00	247.01
	Bosco Inv #9004343 Serve: Aggressive Transport Ltd-USA, a California Corporation Summons: Class Action Complaint; Civil Case Cover Sheet; Notice of Case Management Conference; ADR Court: Stanislaus County Superior Court - Civil Completed on: 06/12/2023						
06-20-2023	Approved	Attorney Service	Charito, Tracie	17.04	0.00	1.00	17.04
	Onelgal Order #20636469 - file Proof of Service						
08-22-2023	Approved	Attorney Service	Charito, Tracie	17.04	0.00	1.00	17.04
	Onelgal Order #21044823 - file FAC						
08-30-2023	Approved	Attorney Service	Charito, Tracie	17.04	0.00	1.00	17.04
	Onelgal Order #21113225 - file POS						
08-30-2023	Approved	Attorney Service	Charito, Tracie	231.54	0.00	1.00	231.54
	Bosco Inv #9424173 Serve: Aggressive Transport Ltd-USA, a California Corporation Amended Summons: First Amended Complaint; Amended Civil Case Cover Sheet; Notice of Case Management Conference; ADR Court: Stanislaus County Superior Court - Civil Completed on: 08/25/2023						
09-19-2023	Approved	Attorney Service	Charito, Tracie	17.04	0.00	1.00	17.04
	Onelgal Order #21237007 - file CMS						
10-06-2023	Approved	Attorney Service	Charito, Tracie	30.35	0.00	1.00	30.35
	Receipt for VCourt for 10-9-23 CMC						
11-20-2023	Approved	E125 Mediation fees	Charito, Tracie	9,950.00	0.00	1.00	9,950.00
	Signature Resolution Inv #54650 for 5/1/24 mediation with Judge Buckley						
01-22-2024	Approved	Attorney Service	Charito, Tracie	39.84	0.00	1.00	39.84
	Onelgal Order #22008038 - file Stip and Order to Cont CMC						

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00551 Ortega v Aggressive Transport (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
Ana Ortega 14000-00551 Ortega v Aggressive Transport							
05-28-2024	Approved	Attorney Service	Charito, Tracie	39.84	0.00	1.00	39.84
		Onel legal Order #22918706 - file stip to cont CMC					
09-25-2024	Approved	E119 Experts	Charito, Tracie	3,000.00	0.00	1.00	3,000.00
		DMA Invoice #1088					
09-30-2024	Approved	E119 Experts	Charito, Tracie	1,175.00	0.00	1.00	1,175.00
		DMA Invoice #310866					
10-31-2024	Approved	E119 Experts	Charito, Tracie	5,500.00	0.00	1.00	5,500.00
		DMA Invoice #310905					
11-04-2024	Approved	Attorney Service	Charito, Tracie	40.99	0.00	1.00	40.99
		Onel legal Order #24068658 - file Stip and Order to Cont CMC and Set MPA					
12-23-2024	Approved	E108 Postage	Charito, Tracie	24.37	0.00	1.00	24.37
		UPS individual checks to client					
01-22-2025	Approved	Attorney Service	Charito, Tracie	85.85	0.00	1.00	85.85
		Onel legal Order #24550966 - file MPA					
01-22-2025	Approved	Attorney Service	Charito, Tracie	22.87	0.00	1.00	22.87
		Onel legal Order #24552295 - file client dec					
07-30-2025	Approved	Attorney Service	Charito, Tracie	150.00	0.00	1.00	150.00
		Estimated costs to file MFA and supporting documents via Onel legal					
08-21-2025	Approved	Attorney Service	Charito, Tracie	60.00	0.00	1.00	60.00
		Estimated costs for VCourt for MFA hearings					

Project Total 22,310.71
Client Total 22,310.71
Grand Total 22,310.71

EXHIBIT “D”