Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VALERIA RAMIREZ, individually, on a representative basis, and on behalf of all others similarly situated; ERIKA SIGALA, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. INLAND SOUTHERN CALIFORNIA 211, a California Nonprofit Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2305899 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** <u>Hearing</u> Date: August 14, 2025 Time: 8:30 a.m. Dept.: 1

I, Brian J. Mankin, state and declare:

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

COUNSEL'S EXPERIENCE

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

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period of November 2, 2019, through October 28, 2024.

8. The updated Gross Settlement Amount is $285,030.24 and, as set forth in the in the Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is $126,384.37, as detailed here:

Gross Settlement Amount	**$ 285,030.24**
Attorneys' Fees (1/3)	$ 95,010.08
Litigation Costs	$ 21,635.79
Administrator Costs	$ 7,000.00
PAGA Penalties	$ 20,000.00
Class Representative Service Awards	$ 15,000.00
Net Settlement Amount	**$ 126,384.37**

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was successful, as 99.1% of the Notice Packets were delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, as 99.7% of the Class participated in the Settlement and there were no objections.

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

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUEST FEE AND COST AWARDS

14. As set forth above, I have handled 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

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

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

16. It has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund, which the CA Supreme Court upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of $95,010.08, which is one-third of the Settlement Amount.

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

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

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

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

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

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

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

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

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

comprising millions 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 $148,810, which reflects the fact that we are seeking a very small multiplier – further reinforcing the reasonableness of the requested fees.

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin *Trial Counsel / Partner* (23 Years)	**$950**	**74**[2]	**$70,300**
Misty Lauby *Handling Attorney / Partner* (16 Years)	**$650**	**127.9**	**$83,135**
Grand Total for All Attorneys			**$153,435**

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

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

this fee request.

27. In the course of prosecuting this action, my office has incurred expenses necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, messenger services, postage, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be $21,635.79, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since the Settlement Agreement provided for capped costs up to $25,000, the savings will be placed in the Net Settlement Amount for distribution to the Participating Class Members. Defendant does not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

28. I also believe that the service award of $7,500 each to Plaintiffs and Class Representatives is fair and warranted. They came forward and worked directly with my office in analyzing the claims and documents, providing valuable information, and he gave up the ability to pursue his separate individual claims as part of the settlement. (See their declarations for supporting information.) Indeed, their participation was an essential element of Defendant's desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiffs also took on various risks, including the risk that they could have been ordered to pay Defendant's costs if they lost and the risk of retaliation and being black-balled in the industry. Defendant does not oppose the requested service awards.

SUBMISSION TO THE LWDA

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

EXHIBITS AND CONCLUSION

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 23, 2025, at Riverside, California.

By: ______________________________
Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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

Kathleen Carter (SBN 157790)
Jeffrey R. Gillette (SBN 123346)
MESSNER REEVES, LLP
611 Anton Boulevard, Suite 450
Costa Mesa, California 92626
Tel: (949) 612-9128 / Fax: (310) 889-0896
Email: kcarter@messner.com
jgillette@messner.com

Attorneys for Defendant, Inland Southern California 211

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VALERIA RAMIREZ, individually, on a representative basis, and on behalf of all others similarly situated; ERIKA SIGALA, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. INLAND SOUTHERN CALIFORNIA 211, a California Nonprofit Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2305899 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This "Class Action and PAGA Settlement Agreement and Release of Claims" is entered into by and between Plaintiffs Valeria Ramirez and Erika Sigala, individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant Inland Southern California 211, and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Valeria Ramirez and Erika Sigala v. Inland Southern California 211,* Riverside County Superior Court, Case No. CVRI2305899.

2. "Aggrieved Employee(s)" means all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period.

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

4. "Class" is defined all current and former nonexempt (hourly paid) employees employed by Defendant in California during the Class Period.

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

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

7. "Class Data" means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include, for each Class Member: the individual's full name; last known address; Social Security Number; and total Weeks Worked during the PAGA Period and the Class Period.

8. "Class Period" is deemed to be any time during the period of November 2, 2019 through October 28, 2024 (90 days after mediation), or, if applicable, the Alternate End Date.

9. "Class Representatives" or "Plaintiffs" means and refers to Plaintiff Valeria Ramirez and Plaintiff Erika Sigala.

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

11. "Court" (or "Judge") means the California Superior Court, County of Riverside.

12. "Defendant" means and refers to Defendant Inland Southern California 211.

13. "Defendant's Counsel" or "Defense Counsel" means and refers to Messner Reeves, LLP.

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

15. "Escalator Clause:" Defendant represents that there are 18,800 Workweeks during the period from 11/02/2019 to 07/30/2024 (date of mediation). Should the total Workweeks worked by all Class Members during the Class Period exceed 20,680 Workweeks (which is 10% more than Defendant's representation), then Defendants shall, in their sole discretion, have the option to either: (a) increase the Gross Settlement Amount by $11.52 (GSA divided by 18,880) for each additional Workweek above 20,680, or (b) end the Class Period on the date that the Workweek count totals 20,680 (the "Alternative End Date").

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

17. "Individual Class Payment" refers to each Participating Class Members share of the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

18. "Individual PAGA Payment" refers to each Aggrieved Employee's share of the PAGA Penalties, as further discussed in Paragraph 47(h) below.

19. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 47(b) below.

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

21. "Notice Packet" means the Notice, "Request for Exclusion Form", the "Objection Form", and the "Dispute Form" to be sent to all Class Members.

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

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

24. "PAGA Period" is deemed to be any time during the period of November 2, 2022 through October 28, 2024, or, if applicable, the Alternative End Date.

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

26. "Parties" or "Settling Parties" mean Plaintiffs and Defendant, collectively.

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

28. "Preliminary Approval Order" means the judicial order to be entered by the Court, upon the application or motion of the 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.

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

30. "Released Class Claims" or "Class Claims" means all Participating Class Members, including Plaintiffs, release the Released Parties from all claims stated in the Complaint and based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) unfair and unlawful competition. The operative release period for the Released Class Claims is the Class Period. Participating Class Members, including Plaintiffs, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

31. "Released PAGA Claims" means Plaintiffs on behalf of themselves, the State of California and the LWDA shall release the Released Parties from all PAGA claims that Plaintiffs alleged in the Complaint against the Released Parties, based on the facts stated in the November 2, 2023 PAGA notice letter by Plaintiff Valeria Ramirez to the LWDA and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

32. “Released Parties” means Defendant, together with its officers, directors, employees, and agents.

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

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

35. “Gross Settlement Amount” or “GSA” is $217,500, subject to the Escalator Clause, as further discussed in Paragraph 47(a) below.

36. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to Class Representatives Valeria Ramirez and Erika Sigala in addition to their Individual Class Payment as a Participating Class Member and Individual PAGA Payment as an Aggrieved Employee.

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

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

39. “Workweeks” or “Weeks Worked” in the context of a Class Members means any and all workweeks during the Class Period during which the Class Member performed work for

Defendant in California. Likewise, in the context of Aggrieved Employees, it means any and all Weeks Worked during the PAGA Period during which the Aggrieved Employee performed work for Defendant in California.

B. <u>General Terms</u>

40. On November 2, 2023, Plaintiffs filed the instant class action, alleging that Defendant violated various sections of the Labor Code. On the same day, Plaintiffs gave written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Then, on about July 18, 2023, Plaintiffs filed a first amended complaint adding causes of action under PAGA. Defendant filed its answer to the first amended complaint on March 27, 2024.

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

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

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

44. On July 30, 2024, the Parties attended mediation sessions with Steve Rottman, Esq., a well-respected wage-and-hour mediator. At the conclusion of the mediation, and after

extensive arms-length negotiations, the Parties reached the Settlement detailed herein.

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

46. Agreement to Class Certification for Settlement Purposes Only. The Parties agree to certification of the class for settlement purposes only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in this Action., Defendant expressly reserves its rights and declare that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserves their rights and declares that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

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

(a) Settlement Amount: The Parties agree to settle this Action for the Gross Settlement Amount, subject to the Escalator Clause and Defendant's obligation to separately pay its share of employer-side payroll taxes owed on the wage portion of Individual Class Payments. The Gross Settlement Amount includes payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, and Settlement Administration Costs.

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

(c) Individual Class Payments: The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, i.e., Class Members who do not opt out of the Settlement, during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period. The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Class Payment for each Participating Class Member according to the number of Weeks Worked, so that the amount actually distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement Amount.

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

(e) Service Payment to Class Representatives: The amount, if any, awarded to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to exceed $7,500 each, in exchange for the service that Plaintiffs performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payment to Plaintiffs will be paid out of the Gross Settlement Amount. The Class Representatives will be issued an IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiffs 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.

(f) Attorneys’ Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys’ fees of one-third of the Gross Settlement Amount, plus reasonable litigation costs not to exceed $25,000 (“Attorney’s Fees and Cost Award”). Defendant agrees not to oppose any contention by Class Counsel that attorneys’ fees should be based on the common fund theory. The Attorneys’ Fee and Cost Award shall be paid from the Gross Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys’ fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Gross Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys’ fees and costs awarded by the Court.

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

(h) PAGA Penalties: The Parties agree that $20,000 is allocated to PAGA Penalties, and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, $15,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under PAGA and $5,000 (25%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a Workweek basis, which will be treated as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

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

Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

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

ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

D. Release by the Participating Class Members

48. Upon entry of the Final Approval Order and Defendant's funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

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

50. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code §

206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

E. <u>Release of PAGA Claims</u>

51. Upon entry of the Final Approval Order and Defendant's funding of the Gross Settlement Amount, Plaintiffs – in their individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

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

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

F. <u>Release by Plaintiffs and Class Representatives</u>

54. With the exception of Valeria Ramirez's individual claims for discrimination and wrongful termination ("Ramirez Individual Claims") which are specifically excluded from release herein and the subject of a separate settlement and release agreement, Class Representatives do hereby, for themselves and their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representative's employment with Defendant or the remuneration for or termination of such employment (the "Class Representatives' Claims"). The release of Class

Representatives' Claims expressly excludes the separate individual settlement agreement between Plaintiff Valeria Ramirez and Defendant.

55. Without limiting the generality of the foregoing and subject to the exception of the Ramirez Individual Claims as noted above, this general release by Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991;42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for minimum wages; (ii) all claims for overtime

wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) failure to reimburse business expenses; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations, (ix) unfair and unlawful competition; and (x) all other penalties recoverable for such claims under PAGA.

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

57. With the express exception of the Ramirez Individual Claims, Plaintiffs expressly waive and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

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

G. Interim Stay of Proceedings

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

H. Notice Process

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

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

pursuant to this Agreement.

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

62. Total Class Members. At least five (5) calendar days prior to mailing the Notice Packet, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Gross Settlement Amount and the Net Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the total number of Class Members triggers the Escalator Clause, the Settlement Administrator shall notify the Parties of the increased Gross Settlement Amount, and shall modify the Notice (where needed) to reflect the increased Gross Settlement Amount and Net Settlement Amount and related increased payments from the Gross Settlement Amount and Net Settlement Amount, including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval.

63. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, in English and Spanish, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. For all Class Members, the Notice Packet will include the Notice, a Request for Exclusion Form, an Objection Form, and a Dispute Form. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any

envelopes are returned.

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

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

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

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

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

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by completing the Request for Exclusion Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Any such request must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall attach each Request for Exclusion to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under the Class portion of this Agreement, including the right to object, appeal or comment on the Class Settlement; (ii) will not be entitled to receive any payments under the Class portion of this Agreement; and (iii) will not be bound by the Class portion of this Agreement, or the judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant and their agents and employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

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

Settlement.

(c) Objections to Settlement. Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the Class terms of this Agreement by completing the Objection Form provided within the Notice Packet. Any Class Member that intends to object must mail the Objection Form to the Settlement Administrator. The Objection Form must be postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall provide any objections, regardless of manner, to Class Counsel and Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who submits an Objection Form remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an Objection Form does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

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

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

(f) Class Members will have until the Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement

Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

69. Funding of the Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within fifteen (15) calendar days after the Effective Date.

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

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

payment order, the Settlement Administrator will issue a replacement check.

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

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

I. <u>Duties of the Parties Prior to the Court's Approval</u>

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

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

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

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

(d) Preliminarily approving this Settlement; and

(e) Advising the LWDA of the proposed Settlement.

J. <u>Duties of the Parties Following Court's Final Approval</u>

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

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

(b) Approving Class Counsel's application for an Attorneys' Fees and Costs Award, the Service Payments to the Class Representatives, and payment of Settlement

Administration Costs to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving Settlement.

K. Voiding the Agreement

74. 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.

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

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

L. Other Terms

77. 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.

78. 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.

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

preliminary and final approval of the Settlement, and the final entry of judgment.

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

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

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

83. No Publicity. The Parties will not publicize the Settlement or disclose it to third parties prior to the Court granting preliminary approval, except as required or necessary to

effectuate its terms and comply with law. After the Final Approval Order, Class Counsel and Class Representatives agree that they will not discuss the Settlement with the media, any settlement and verdict reporting service, any social media postings or other Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

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

To the Class:

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

To Defendant:

Kathleen Carter
kcarter@messner.com
Jeffrey R. Gillette
jgillette@messner.com
Messner Reeves, LLP
611 Anton Boulevard, Suite 450
Costa Mesa, California 92626
Tel: (949) 612-9128 / Fax: (310) 889-0896

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

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

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

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

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

90. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior

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

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

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

93. 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.

94. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

95. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel, on behalf of the Parties, the Class, and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

Dated: Feb 20, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

Valeria Ramirez (Feb 20, 2025 17:53 PST)

Valeria Ramirez

Dated: Feb 25, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

Erika Sigala (Feb 25, 2025 14:41 PST)

Erika Sigala

Dated: ________________

DEFENDANT INLAND SOUTHERN CALIFORNIA 211

____

By: ________________________

Title: ________________________

APPROVED AS TO FORM:

Dated: ________________

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin, Esq.
Misty M. Lauby, Esq.
Attorneys for Plaintiff

Dated: ________________

DEFENSE COUNSEL:
MESSNER REEVES, LLP

____
Kathleen Carter, Esq.
Jeffrey R. Gillette, Esq.
Attorneys for Defendant

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Erika Sigala

Dated: ________________ **DEFENDANT INLAND SOUTHERN CALIFORNIA 211**

____

By: ______________________

Title: ______________________

APPROVED AS TO FORM:

Dated: February 21, 2025 **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin, Esq.
Misty M. Lauby, Esq.
Attorneys for Plaintiff

Dated: ________________ **DEFENSE COUNSEL:**
MESSNER REEVES, LLP

____
Kathleen Carter, Esq.
Jeffrey R. Gillette, Esq.
Attorneys for Defendant

Dated: ______ __ ____ **PLAINTIFF AND CLASS REPRESENTATIVE**

____
Erika Sigala

Dated: 2/12/25 ____ **DEFENDANT INLAND SOUTHERN CALIFORNIA 211**

____

By: Kimberly Starrs ______

Title: President & CEO ______

APPROVED AS TO FORM:

Dated: _____ __ ______ **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin, Esq.
Misty M. Lauby, Esq.
Attorneys for Plaintiff

Dated: 2/20/2025 ___ **DEFENSE COUNSEL:**
MESSNER REEVES, LLP

Jeffrey R. Gillette ______________________________
Kathleen Carter, Esq.
Jeffrey R. Gillette, Esq.
Attorneys for Defendant

EXHIBIT “B”

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAR 17 2025

E. Escobedo

MAR 18 2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VALERIA RAMIREZ, individually, on a representative basis, and on behalf of all others similarly situated; ERIKA SIGALA, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiffs,

vs.

INLAND SOUTHERN CALIFORNIA 211, a California Nonprofit Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2305899
[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]

~~[PROPOSED]~~ ORDER:

1) **PRELIMINARILY APPROVING CLASS ACTION AND PAGA 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**

Having reviewed the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement" or "S.A."), which is attached as Exhibit A to the Supplemental Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on February 27, 2025, between Plaintiffs Valeria Ramirez and Erika Sigala and Defendant Inland Southern California 211 (collectively, the "Parties"), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted in support of the motion on February 21, 2025, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

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

2. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class, for settlement purposes only: "All current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period of November 2, 2019, through October 28, 2024."

3. Additionally, the "Aggrieved Employees" are defined to include "all current and former nonexempt (hourly paid) employees employed by Defendant in California during the PAGA Period of November 2, 2022, through October 28, 2024."

4. The class action settlement set forth in the Settlement Agreement between Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the

range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

5. For settlement purposes only, the Court appoints Plaintiffs Valeria Ramirez and Erika Sigala as Class Representatives, and Brian Mankin and Misty Lauby as Class Counsel.

6. The Court approves Phoenix Settlement Administrators to act as the Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement Agreement, including but not limited to paragraphs 59 to 71. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

7. The Court approves, as to form and content, the Class Notice, Exclusion Form, Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively) that the Class Members may use. The Court further finds the Class Notice, Exclusion Form, Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed settlement and of their options in connection with the settlement.

8. Class Members who wish to request exclusion, object to the Settlement or dispute Weeks Worked via the Exclusion Form and/or Objection Form and/or Dispute Form are directed to mail the appropriate form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice.

9. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form, Objection Form, and Dispute Form by first class mail to the Class Members in English in accordance with the Settlement Agreement and schedule set forth below.

10. The Court finds that the deadlines and method set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

11. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members not later than 10 days after it receives the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement 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.

12. 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 forty-five (45) 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 Notice.

13. 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.

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

March 17, 2025	Preliminary Approval (PA) hearing
April 10, 2025 *(24 days after PA)*	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
May 26, 2025 *(45 days after mailing)*	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: August 14, 2025 Time: 8:30 a.m.	Final Approval Hearing

15. 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 Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representatives.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

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

Date: 3/12/25

Honorable Harold Hopp

EXHIBIT “C”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00565 Ramirez v Inland SoCal211 (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
Valeria Ramirez							
14000-00565 Ramirez v Inland SoCal211							
11-02-2023	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	26.00	5.20
	26 copies @ .20 each - initial letters to company						
11-02-2023	Approved	E108 Postage	Chiarito, Tracie	10.12	0.00	1.00	10.12
	Postage for November 2023						
11-02-2023	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA to submit PAGA letter						
11-03-2023	Approved	Attorney Service	Chiarito, Tracie	1,510.02	0.00	1.00	1,510.02
	OneLegal Order #21560235 - file complaint						
11-14-2023	Approved	Attorney Service	Chiarito, Tracie	145.04	0.00	1.00	145.04
	Bosco Inv #9875866 Serve: Inland Southern California 211, a California Nonprofi t Corporation Summons; Complaint; Civil Case Cover Sheet; Certifi cate of Counsel; Notice ofDepartment Assignment; Notice of Case Management Conference (To: Misty M. Lauby);Notice of Case Management Conference (To: Valeria Ramirez); Notice of CaseManagement Conference (To: Inland Southern California 211); ADR Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 11/07/2023						
11-15-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal Order #21630841 - file Proof of Service						
12-21-2023	Approved	E125 Mediation fees	Chiarito, Tracie	14,000.00	0.00	1.00	14,000.00
	Steve Rottman Inv #5028 for 7/30/24 mediation						
12-22-2023	Approved	Attorney Service	Chiarito, Tracie	17.24	0.00	1.00	17.24
	OneLegal Order #21877987 - file Joint Statement						
03-29-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order # 22542819 - file FAC						
08-08-2024	Approved	E119 Experts	Chiarito, Tracie	5,480.00	0.00	1.00	5,480.00
	Berger Consulting Group Inv #12144						
08-26-2024	Approved	Attorney Service	Chiarito, Tracie	39.89	0.00	1.00	39.89
	OneLegal Order #23601359 - file Ntc of Settlement and Stip and Order to Cont CMC/Set MPA						
01-14-2025	Approved	Attorney Service	Chiarito, Tracie	44.71	0.00	1.00	44.71
	OneLegal Order #24495963 - file Stip and Order to Cont MPA						
03-03-2025	Approved	Attorney Service	Chiarito, Tracie	86.01	0.00	1.00	86.01
	OneLegal Order #24773428 - file MPA						
03-06-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #24808559 - file addl PA docs						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00565 Ramirez v Inland SoCal211 (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
Valeria Ramirez							
14000-00565 Ramirez v Inland SoCal211							
03-19-2025	Approved	E112 Court fees	Chiarito, Tracie	13.00	0.00	1.00	13.00
	Receipt for Riverside Superior Court - copy of signed PA order						
07-23-2025	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
	Estimated costs to file MPA and supporting documents via OneLegal						
						Project Total	**21,635.79**
						Client Total	**21,635.79**
						Grand Total	**21,635.79**

EXHIBIT “D”