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

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

MANPREET SINGH and ANDRE STOKES,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiffs,

vs.

HSD TRUCKING, INC., a California
Corporation; PARDEEP SINGH, an
Individual; SARBJIT DHUDWAL, an
Individual; and DOES 3 through 20, inclusive;

Defendants.

CASE NO.: CIVSB2403148

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

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

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 Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

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

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 461 current and former California resident truck drivers employed by Defendant HSD Trucking, Inc. in California during the Class Period of January 17, 2020, through September 30, 2025.

8. As set forth in the Declaration from Phoenix Settlement Administrators, the Net Settlement Amount is \$432,491.30, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 780,000.00
Attorneys' Fees	\$ 260,000.00
Litigation Costs	\$ 9,508.70
Administrator Costs	\$ 8,000.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Awards	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 432,491.30

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

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

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

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

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

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

ADEQUACY OF COUNSEL AND
REASONABLENESS OF REQUEST FEE AND COST AWARDS

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

15. When this case was taken on a contingency fee basis, with Class Counsel agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, Class Counsel paid all costs including filing fees, court costs, research

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

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

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

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

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

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

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

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

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

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

15 23. At my office, this case was handled by Peter Carlson while I performed the role of
16 the supervising attorney. Peter Carlson's experience is set forth in his declarations, but in sum,
17 he works exclusively with me on employment law matters and has been in practice for 11 years.
18 Mr. Carlson bills at the hourly rate of \$750/hour. I have been in practice for over 23 years, with
19 most of those years handling complex litigation and for over the last 18 years, my practice has
20 almost entirely consisted of handling class action wage and hour matters. My billing rate is
21 \$950/hour.

22 24. I believe these rates are comparable to those of other attorneys with equal or
23 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
24 indicates that the benchmark rates are: \$878/hour for a 11–19-year attorney and \$1,057/hour for
25 a 20+ year attorney).

26 25. The reasonableness of these rates is reinforced by facts showing that local
27 attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office –
28 and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles

1 Department of Water and Power is paying outside counsel at minimum rates of \$1,800 for
2 partners, \$1,180 per hour for associates with 7 years of experience or more, and LADWP even
3 pays first year associates \$745 per hour. See <https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits>.

4
5 26. 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
6 enormous and statistically significant compilation of data, comprising millions billing entries
7 from a hundred thousand individual timekeepers who worked at thousands of law firms. The
8 Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners
9 and associates in major metropolitan areas. For the southern California area: (a) the rate for
10 partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles,
11 and (b) the rates for associates with seven or more years of experience, the median rate is \$674
12 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the
13 information provided in the Real Rate Report is not based on self-reported numbers, surveys,
14 sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual
15 hours and fees billed by law firms, which makes it “a much better reflection of true market rates
16 than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24,
17 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

18
19 27. My firm has performed considerable work and invested significant time on the
20 litigation and settlement of this matter, all to the benefit of the Class. This includes Mr.
21 Carlson’s 159.8 hours that he billed on this matter (as testified to in his declaration) plus my 45
22 hours. The requested fee is warranted and appropriate because our total lodestar is \$162,600,
23 resulting in only a small multiplier (1.59), which is justified given the results achieved for the
24 Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class
25 Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

26 28. In the course of prosecuting this action, my office has incurred expenses
27 necessary to the effective representation of the Class. My firm’s expenses through the final
28 approval hearing are estimated to be \$9,508.70, which includes filing this motion, process/server

1 costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit
2 B). Defendants do not oppose this request for costs.

3 **REASONABLENESS OF REQUESTED SERVICE AWARD**

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

13 **SUBMISSION TO THE LWDA**

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

16 **EXHIBITS AND CONCLUSION**

17 31. Attached here as Exhibit A is true and correct copy of the Settlement Agreement.

18 32. Attached here as Exhibit B is a true and correct copy of an itemized statement of
19 my firm's litigation costs.

20 33. Attached here as Exhibit C is a true and correct copy of the LWDA's
21 confirmation of receipt of this Motion and Declarations.

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

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on December 15, 2025 at Riverside, California.

27
28 By:


Brian J. Mankin, Esq.

EXHIBIT “A”

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
Memorandum of Understanding - Settlement Terms

On May 5, 2025, Plaintiffs Manpreet Singh and Andre Stokes (“Plaintiffs” and “Class Representatives”) and Defendants HSD Trucking, Inc., Pardeep Singh, and Sarbjit Dhudwal (“Defendants”) (collectively, Plaintiffs and Defendants shall be referred to as the “Parties”) mediated the proceeding entitled *Singh v. HSD Trucking, Inc. et al.*, San Bernardino County Superior Court Case No. CIVSB2403148 (the “Action”).

The mediation was held with Hon. Jonathan Cannon (Ret.). At the conclusion of mediation, the Parties reached the following settlement of the class and representative PAGA claims pled in the Action (the “Class Settlement”), which is intended to be a full and final resolution of the Action. Following the Parties’ agreement to settle the Action, the Parties also agreed to settle separate individual claims for Plaintiff Singh, which is addressed in a separate agreement (the “Individual Settlement”).

This Memorandum of Understanding (the “Agreement” or “MOU”) is intended to confirm the essential terms of the Class Settlement reached between the Parties and assist in the preparation of a full and comprehensive settlement agreement, whose terms shall not be inconsistent with the terms below.

1. **Key Definitions:**

- a. “Aggrieved Employees” means all current and former California resident truck drivers employed by Defendant HSD Trucking, Inc. in California during the PAGA Period.
- b. “Class Members” means all current and former California resident truck drivers, including Plaintiffs, employed by Defendant HSD Trucking, Inc. in California during the Class Period.
- c. “Class Period” is the period from January 17, 2020, through the date the Court enters an Order granting preliminary approval of the settlement.
- d. “Complaint” means the operative Second Amended Complaint on file in this Action.
- e. “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.
- f. “PAGA Period” is the period from January 17, 2023, through the date the Court enters an Order granting preliminary approval of the settlement.

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- g. “Participating Class Members” are Class Members who do not submit a timely and valid opt-out from the Class Settlement.
- h. “Released Class Claims” means the claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (3) failure to reimburse business expenses, (4) unlawful deduction of wages, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.
- i. “Released PAGA Claims” means the PAGA claims that Plaintiffs alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters 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 for rest and recovery periods and other nonproductive time under Labor Code § 226.2, (3) failure to reimburse business expenses, (4) unlawful deduction of wages, (5) failure to timely pay wages each period, (6) failure to timely pay final wages, (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties.
- j. “Released Parties” means Defendants Pardeep Singh, Sarbjit Dhudwal, and HSD Trucking, Inc. together with its officers, shareholders, directors, employees, and agents.

2. **Gross Settlement Amount:** The Gross Settlement Amount is **\$780,000**, which is the maximum amount Defendants agree to pay, jointly and severally, under the Class Settlement, except (1) Defendants shall separately pay the employer share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) if the Escalator Clause is triggered (as defined below), Defendants are required to pay those additional amounts, thus increasing the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Attorneys’ Fees, Attorneys’ Costs, Class Representatives’ Service Awards, and the Settlement Administrator Costs. The Gross Settlement Amount shall be all-in with no reversion to Defendants. The employer share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants.

3. **Workweek Information and Escalator Clause.** It is estimated that there are 400 Class Members who worked approximately 15,000 workweeks during the Class Period. As such, the Parties agree that, should the total number of workweeks exceed 16,500 (which is 10% more than Defendants’ representation at the time of mediation), then the Gross Settlement Amount shall increase by \$52 (Gross Settlement Amount divided by 15,000) for each additional workweek above 16,500. Alternatively, Defendants have the option of shortening the Class Period end date to where total workweeks do not

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exceed 16,500. However, in no event shall the Class Period end before May 5, 2025 (the date of mediation).

4. **Net Settlement Amount:** The following amounts, if approved by the Court, will be subtracted from the Gross Settlement Amount to derive the Net Settlement Amount:

- a. **Attorneys' Fees:** Defendants will not oppose Plaintiffs' request for attorneys' fees of up to 1/3 of the Gross Settlement Amount.
- b. **Attorneys' Costs:** Defendants will not oppose Plaintiffs' request for reimbursement of litigation costs of up to \$25,000, which will be paid from the Gross Settlement Amount. Any unused funds of this cost allocation will revert to Participating Class Members.
- c. **Service Award:** Defendants will not oppose Plaintiffs' requests for service awards up to \$10,000 to each Plaintiff in exchange for a full release and Civil Code § 1542 waiver (subject to the terms of the Plaintiff's Singh's Individual Settlement). Plaintiffs' general release and Civil Code § 1542 waiver shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Any portion of the service award(s) not approved by the Court will revert to Participating Class Members.
- d. **Administration Costs:** Plaintiff will obtain bids from several Settlement Administrators. The selected administrator shall provide a fixed (not to exceed) bid, which will be the amount that the Parties seek in costs for the Settlement Administrator, subject to Court Approval.
- e. **PAGA Penalties:** PAGA Penalties of \$50,000 shall be made from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the LWDA.

5. **Distribution of Net Settlement Amount and Tax Allocations:**

- a. The entire Net Settlement Amount will be distributed to Participating Class Members, without a claims process, on a non-reversionary basis.
- b. Each Participating Class Member shall receive an Individual Class Payment, which shall be paid pro-rata based on the number of workweeks worked during the Class Period by each Participating Class Member.
- c. The settlement funds paid to the Participating Class Members will be treated as follows: 20% as IRS form W-2 wages and 80% as interest and penalties reportable on IRS form 1099. The Class Members are responsible for taxes and accounting on their payments received.
- d. Participating Class Members and Aggrieved Employees will have 180 days to cash settlement checks. Any uncashed checks will be sent to the California State Controller in the name of the employee.

Manpreet Singh and Andre Stokes v. HSD Trucking, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2403148
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6. **Class Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, the Participating Class Members will fully release and discharge the Released Parties of the Released Class Claims.

- a. With the exception of the Plaintiffs, Class Members shall not waive section 1542 of the California Civil Code.
- b. Plaintiffs, the Settlement Class, and each and every Class Member acknowledge and agree that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiffs, the Settlement Class, and each and every Class Member acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
- c. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Class Settlement. Defendants maintain the right, in their sole discretion, to revoke the settlement and any stipulation to class certification prior to the final fairness hearing in the event 10% or more the Class Members opt out of the settlement.

7. **PAGA Release:** Upon the Effective Date occurring and Defendants fully funding the Gross Settlement Amount and separate amount of payroll taxes described herein, Plaintiffs – in their individual capacities and on behalf of the State of California and the LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims.

- a. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and Released PAGA Claims. Any Class Member who submits a timely and valid opt-out will only be excluded from the class portion of the settlement. Thus, if any person who submits an opt-out also qualifies as an Aggrieved Employee, that person will receive his/her share of the PAGA Penalties and will be bound by the Released PAGA Claims.

8. **Funding:** Defendants, jointly and severally, shall fund the Gross Settlement Amount under a two-part payment plan, as follows: (1) by the later of November 2, 2026, or 15 days after the Effective Date, Defendants shall fund one-half of the Gross Settlement Amount (\$390,000, subject to increase if the Escalator Clause is triggered), plus Defendants' share of payroll taxes, and (2) by the later of July 1, 2027, or 15 days after the Effective Date, Defendants shall fund the remaining one-half of the Gross Settlement Amount (\$390,000, subject to increase if the Escalator Clause is triggered), plus Defendants' share of payroll taxes.

9. **No Admissions:** Defendants' signatures on this MOU are not, and shall not be construed as an admission of liability and the signed MOU shall be inadmissible in any proceeding other than as necessary to enforce it.

10. **Next Steps:** The Parties will work together expeditiously to obtain preliminary and final approval of this settlement. Plaintiff's counsel will prepare the first draft of the long-form settlement agreement and deliver it to counsel for Defendants within 45 calendar days after the date on which this MOU is fully signed, along with a draft of the Class Notice. Defendants and their counsel will provide

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any changes within two weeks of receipt. Plaintiff will then promptly file a motion for preliminary approval of this settlement. Class certification shall be for settlement purposes only.

11. **Enforceability as to Class Settlement:** Any provisions of California Evidence Code §§ 1115-1128 notwithstanding, this MOU is binding and, if the parties fail to prepare and/or execute a long-form settlement agreement, a court, upon motion, may enter judgment pursuant to this MOU and California Code of Civil Procedure § 664.6, and this MOU is admissible in evidence for purposes of enforcement pursuant to California Evidence Code § 1123.

12. **Confidentiality:** The Parties and attorneys will keep the settlement confidential through preliminary approval. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement.

Dated: May 8, 2025


Manpreet Singh (May 8, 2025 08:22 PDT)
Plaintiff Manpreet Singh

Dated: See attached page.

See attached page.
Plaintiff Andre Stokes

Dated: 5-23-25


Defendant HSD Trucking, Inc.

By: PARDEEP SINGH (name)
CEO (title)

Dated: 5-23-25


Defendant Pardeep Singh

Dated: 5-23-25


Defendant Sarbjit Dhudwal

APPROVED AS TO FORM:

Dated: See attached page.

See attached page.
Lauby, Mankin & Lauby LLP
Counsel for Plaintiff

Dated: May 23, 2025


Murphy Austin Adams Schoenfeld LLP
Counsel for Defendants

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Dated: See previous page.

See previous page.

Plaintiff Manpreet Singh

Dated: May 8, 2025

ANDRE Stokes

ANDRE Stokes (May 8, 2025 18:09 PDT)

Plaintiff Andre Stokes

Dated: 5-23-25


Defendant HSD Trucking, Inc.

By: PARDEEP SINGH (name)

(title)

Dated: 5-23-25


Defendant Pardeep Singh

Dated: 5-23-25


Defendant Sarbjit Dhudwal

APPROVED AS TO FORM:

Dated: May 9, 2025


Lauby, Mankin & Lauby LLP
Counsel for Plaintiff

Dated: See previous page.

See previous page.

Murphy Austin Adams Schoenfeld LLP
Counsel for Defendants

EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00572 Singh v HSD Trucking
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Mandeep Singh</u> <u>14000-00572 Singh v HSD Trucking</u>							
01-17-2024	Approved	E108 Postage	Charito, Tracie	29.40	0.00	1.00	29.40
Postage for January 2024							
01-17-2024	Approved	E101 Copying	Charito, Tracie	0.06	0.00	112.00	6.72
112 copies @ .06 - initial letters to company							
01-18-2024	Approved	E112 Court fees	Charito, Tracie	75.00	0.00	1.00	75.00
Receipt for LWDA - submit PAGA letter							
03-14-2024	Approved	Attorney Service	Charito, Tracie	1,498.13	0.00	1.00	1,498.13
Onelgal Order #22028923 - file complaint							
03-27-2024	Approved	Attorney Service	Charito, Tracie	71.85	0.00	1.00	71.85
Bosco Inv #10666930 File and conform -Amended Summons -First Amended Complaint -Amended Civil Case Cover Sheet Court: San Bernardino County Superior Court - Central District Completed on: 03/25/2024							
04-12-2024	Approved	Attorney Service	Charito, Tracie	231.58	0.00	1.00	231.58
Bosco Inv #10748204 Serve: HSD Trucking, Inc., a California Corporation Amended Summons; First Amended Complaint; Amended Civil Case Cover Sheet;Notice of Trial Setting Conference and Notice of Case Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/09/2024							
05-20-2024	Approved	Attorney Service	Charito, Tracie	20.68	0.00	1.00	20.68
Onelgal Order #22668397 - file Proof of Service							
07-17-2024	Approved	Attorney Service	Charito, Tracie	59.95	0.00	1.00	59.95
Bosco Inv #11429971 File and conform: Amendment to Complaint (2) Court: San Bernardino County Superior Court - Central District Completed on: 7/16/2024							
07-31-2024	Approved	Attorney Service	Charito, Tracie	191.85	0.00	1.00	191.85
Bosco Inv #11439539 Serve: Sarbjit Dhudwal Amended Summons; Amendment to Complaint (Re: Doe 2); First Amended Class Action and Representative PAGA Complaint; Notice of Trial Setting Conference and Notice of Case Assignment; Amendment to Complaint (Re: Doe 1); ADR Court: San Bernardino County Superior Court - Central District Completed on: 07/26/2024							

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00572 Singh v HSD Trucking
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Mandeep Singh</u> <u>14000-00572 Singh v HSD Trucking</u>							
08-08-2024	Approved	E108 Postage	Chiarito, Tracie	1.38	0.00	1.00	1.38
		Postage for August 2024					
08-15-2024	Approved	Attorney Service	Chiarito, Tracie	191.85	0.00	1.00	191.85
		Bosco Inv #11439525 Serve: Pardeep Singh Amended Summons; Amendment to Complaint (Re: Doe 1); First Amended Class Action and Representative PAGA Complaint; Notice of Trial Setting Conference and Notice of Case Assignment; Amendment to Complaint (Re: Doe 2); ADR Court: San Bernardino County Superior Court - Central District Completed on: 08/08/2024					
08-27-2024	Approved	Attorney Service	Chiarito, Tracie	20.68	0.00	1.00	20.68
		OneLegal Order #23536291 - file POS (2)					
09-06-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
		Bosco Inv #11729506 File and Conform in Dept S26 Joint Statement Court: San Bernardino County Superior Court - Central District Completed on: 09/03/2024					
09-16-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
		Courtcall ID #11859363 for 9/10/24 CMC					
10-09-2024	Approved	Attorney Service	Chiarito, Tracie	106.45	0.00	1.00	106.45
		Bosco Inv #11940460 File and conform in Dept. S26. -Stipulation to Allow Second Amended Complaint; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 10/08/2024					
11-04-2024	Approved	Attorney Service	Chiarito, Tracie	20.86	0.00	1.00	20.86
		OneLegal Order #23967471 - file FAC					
11-06-2024	Approved	E125 Mediation fees Chiarito, Tracie		500.00	0.00	1.00	500.00
		JAMS Statement #1200062348 for Initial Non-Refundable Fee					
11-07-2024	Approved	E125 Mediation fees Chiarito, Tracie		5,900.00	0.00	1.00	5,900.00
		JAMS Invoice #7417096 for 5/15/25 mediation with Judge Cannon					
03-26-2025	Approved	Attorney Service	Chiarito, Tracie	92.45	0.00	1.00	92.45

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00572 Singh v HSD Trucking
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount		
<u>Mandeep Singh</u>									
<u>14000-00572 Singh v HSD Trucking</u>									
05-30-2025	Approved	Attorney Service	Chiarito, Tracie	92.45	0.00	1.00	92.45		
								Bosco Inv #12951483	
								File and conform in Dept. S26.	
								-Stipulation and Proposed Order	
								advance fee	
Court: San Bernardino County Superior Court - Central District									
Completed on: 3/24/2025									
09-12-2025	Approved	Attorney Service	Chiarito, Tracie	86.62	0.00	1.00	86.62		
								Onelgal Order #26236555 - file MPA	
								Approved	
								E 112 Court fees	
								Receipt for San Bernardino Superior Court - copy of signed PA order	
10-01-2025	Approved	Attorney Service	Chiarito, Tracie	23.63	0.00	1.00	23.63		
								Onelgal Order #26624140 - file Status Report	
								Approved	
								Attorney Service	
								Chiarito, Tracie	
12-15-2025	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00		
								Estimated cost to file MFA and supporting documents	

Project Total 9,508.70
Client Total 9,508.70
Grand Total 9,508.70

EXHIBIT “C”