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

ISABELLE FLORES, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PREMIER MEDICAL TRANSPORT,
INC., a California Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CVRI2402632
*[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**

Hearing

Date: July 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.

1 **COUNSEL’S EXPERIENCE**

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

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

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

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

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

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former nonexempt (hourly paid) employees employed by Defendant in California at any time during the Class Period (which is May 14, 2020, through December 31, 2024).

8. The Gross Settlement Amount is \$1,950,000 and, as set forth in the in the Declaration of Mayra Gonzalez on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$1,202,000, as detailed here:

<i>Gross Settlement Amount</i>	\$ 1,950,000.00
Attorneys' Fees (1/3)	\$ 650,000.00
Litigation Costs	\$ 25,000.00
Administrator Costs	\$ 18,000.00
PAGA Penalties	\$ 50,000.00
Class Representative Service Award	\$ 5,000.00
<i>Net Settlement Amount</i>	\$ 1,202,000.00

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was completely successful, as 100% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, with zero objections and only three opt-outs, meaning 99.84% of the Class participated in the Settlement.

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

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

13. I believe that the settlement is fair, reasonable, adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible

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

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

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

25 15. When this case was taken on a contingency fee basis, with my firm agreeing to
26 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
27
28

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

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

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

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

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

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

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

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

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

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

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

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

27 25. The reasonableness of these rates is reinforced by facts showing that local
28 attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office –

1 and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles
2 Department of Water and Power is paying outside counsel at minimum rates of \$1,800 for
3 partners, \$1,180 per hour for associates with 7 years of experience or more, and LADWP even
4 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>.

6 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
7 enormous and statistically significant compilation of data, comprising millions billing entries
8 from a hundred thousand individual timekeepers who worked at thousands of law firms. The
9 Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners
10 and associates in major metropolitan areas. For the southern California area: (a) the rate for
11 partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles,
12 and (b) the rates for associates with seven or more years of experience, the median rate is \$674
13 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the
14 information provided in the Real Rate Report is not based on self-reported numbers, surveys,
15 sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual
16 hours and fees billed by law firms, which makes it “a much better reflection of true market rates
17 than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24,
18 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

20 27. Here, the combined lodestar for my firm totals \$310,225. This includes Mr.
21 Carlson’s 232.5 hours that he billed on this matter (as testified to in his declaration) plus my 143
22 hours (including 108 hours I have billed on the case plus 35 future hours I will bill in finalizing
23 and filing the motion, preparing for and attending the approval hearing, and working with the
24 administrator and defense counsel to issue checks, respond to class members and finalize this
25 matter). Thus, our total lodestar reflects a modest lodestar multiplier of 2.08. Thus, the requested
26 fee is warranted and appropriate because of the results achieved for the Class Members, both in
27 terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly
28 supported the Settlement. Defendant does not oppose this fee request.

1 28. In the course of prosecuting this action, my office has incurred expenses
2 necessary to the effective representation of the Class. These expenses included but were not
3 limited to: court filings, copying and management of documents, messenger services, postage,
4 fax transmission expenses, transportation, mediation fees, expert fees, and other incidental
5 expenses directly related to this action. My firm's expenses through the final approval hearing
6 are estimated to be \$25,331.43, which includes filing this motion, process/server costs, and
7 service expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since
8 the Settlement Agreement provided for capped costs up to \$25,000, our request is limited to
9 \$25,000. Defendant does not oppose this request for costs.

10 **REASONABLENESS OF REQUESTED SERVICE AWARD**

11 29. I also believe that the service award of \$5,000 to Class Representative Isabelle
12 Flores is fair and warranted. She came forward and worked directly with my office in analyzing
13 the claims and documents, providing valuable information. (See her declaration for supporting
14 information.) Indeed, her participation was an essential element of Defendant's desire to
15 mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case.
16 Of course, Plaintiff also took on various risks, including the risk that she could have been
17 ordered to pay Defendant's costs if she lost and the risk of retaliation and being black-balled in
18 the industry. Defendant does not oppose the requested service awards.

19 **SUBMISSION TO THE LWDA**

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

22 **EXHIBITS AND CONCLUSION**

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 18, 2025, at Riverside, California.

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

EXHIBIT “A”

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

ISABELLE FLORES, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PREMIER MEDICAL TRANSPORT, INC.,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CVRI2402632
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

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

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

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Flores v. Premier*
8 *Medical Transport, Inc.*, Riverside County Superior Court, Case No. CVRI2402632.

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

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

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

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

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

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

22 8. "Class Period" is deemed to be any time during the period of May 14, 2020,
23 through December 31, 2024.

24 9. "Class Representative" or "Plaintiff" means and refers to Plaintiff Isabelle Flores.

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

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

28 12. "Defendant" means and refers to Defendant Premier Medical Transport, Inc.

1 13. “Defendant’s Counsel” or “Defense Counsel” means and refers to O’Hagan
2 Meyer.

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

11 15. “Escalator Clause:” Defendant represents that there are approximately 1,700 Class
12 Members, who collectively worked a total of approximately 77,000 Workweeks during the Class
13 Period. If the total count of Workweeks (as contained in the Class Data) exceeds 84,700 (10%
14 more than Defendant’s representation), then the Settlement Amount shall increase by \$25.32
15 (Settlement Amount divided by 4,400) for each additional Workweek above 84,700.

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

19 17. “Individual Class Payment” refers to each Participating Class Members share of
20 the Net Settlement Amount, as further discussed in Paragraph 48(c) below.

21 18. “Individual PAGA Payment” refers to each Aggrieved Employees share of the
22 PAGA Penalties, as further discussed in Paragraph 48(c) below.

23 19. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 48(b)
24 below.

25 20. “Notice” means the notice of proposed class settlement that will be sent to the
26 Class Members, and which will advise each Class Member of the settlement and his or her
27 estimated Individual Class Payment and Individual PAGA Payment, total Weeks Worked, and
28 will further advise of the setting of a Final Approval Hearing.

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

3 22. “Objecting Class Member” means a Class Member, other than Plaintiff, who
4 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 66(c)
5 below.

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

10 24. “PAGA Period” is deemed to be any time during the period of May 14, 2023,
11 through December 31, 2024.

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

15 26. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.

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

18 28. “Preliminary Approval Order” means the judicial Order to be entered by the
19 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
20 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the
21 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
22 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees
23 and costs. Provided that the motion is consistent with the terms herein, Defendant will not object
24 to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to review
25 and comment upon the motion before it is filed.

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

1 30. “Released Class Claims” or “Class Claims” by the Participating Class Members
2 upon Final Approval of the Settlement will include all claims stated in the Complaint and those
3 based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2)
4 failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest
5 breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) timely
6 pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and
7 unlawful competition. The time period governing the Released Class Claims shall be the Class
8 Period.

9 31. “Released PAGA Claims” means any and all PAGA claims that Plaintiff alleged
10 against the Released Parties on behalf of herself and the State of California and LWDA, based on
11 the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in
12 the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to
13 pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4)
14 failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested
15 vacation, (7) failure to timely pay wages each period, (8) failure to timely pay wages upon
16 separation of employment, (9) failure to provide accurate itemized wage statements, and (10) all
17 other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code
18 §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint.
19 The time period governing the Released PAGA Claims shall be any time during the PAGA
20 Period.

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

23 33. “Release” shall mean the release and discharge of the Released Class Claims by
24 Plaintiff and all Participating Class Members and their assignees.

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

27 35. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 65(a)
28 below.

1 36. “Settlement Amount” is \$1,950,000, subject to the Escalator Clause and exclusive
2 of Defendant’s obligation to fund its share of payroll taxes, as further discussed in Paragraph
3 48(c) below.

4 37. “Service Payment” or “Service Award” means the amount approved by the Court
5 to be paid to Class Representative Isabelle Flores in addition to her Individual Class Payment as
6 a Participating Class Member and Individual PAGA payment as an Aggrieved Employee.

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

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

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

25 **B. General Terms**

26 41. On May 14, 2024, Plaintiff filed the instant class action, alleging that Defendant
27 violated various sections of the Labor Code. On the same day, Plaintiff gave written notice by
28 online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail

1 to Defendant of the specific provisions of the Labor Code alleged to have been violated,
2 including the facts and theories to support the alleged violations. Then, on about July 19, 2024,
3 Plaintiff filed a First Amended Complaint adding causes of action under PAGA. Defendant filed
4 its Answer to the First Amended Complaint on August 20, 2024.

5 42. Defendant denies Plaintiff's claims and allegations, and contends that the Action
6 is not suitable for class certification.

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

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

20 45. On November 13, 2024, Plaintiff and Defendant participated in a full-day
21 mediation with Todd Smith, Esq., a well-respected wage-and-hour mediator. At the conclusion
22 of mediation and extensive arms-length negotiations, the Parties entered into this Settlement.

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

27 47. Stipulation for Class Certification. For settlement purposes only, Defendant will
28 stipulate that the Class Members described herein who do not Request Exclusion from the Class

1 may be conditionally certified as a Class. This stipulation to certification is in no way an
2 admission that class action certification is proper and shall not be admissible in this action except
3 for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to
4 issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall
5 become null and void ab initio and shall have no bearing on, and shall not be admissible in this
6 Action in connection with, the issue of whether certification would be appropriate in a non-
7 settlement context. Defendant expressly reserve its rights and declare that it would continue to
8 oppose class certification and the substantive merits of the case should the Court fail to issue
9 Final Approval. Plaintiff expressly reserves her rights and declares that she will continue to
10 pursue class certification and a trial should the Court fail to issue Final Approval.

11 **C. Terms of Settlement**

12 48. The financial terms of the Settlement are as follows:

13 (a) Settlement Amount: The Parties agree to settle this Action for the
14 Settlement Amount, which is the maximum amount that will be paid by Defendant unless the
15 Escalator Clause is triggered and except for the employer's share of payroll taxes. The
16 Settlement Amount includes payments to the Participating Class Members, PAGA Penalties (to
17 the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payment
18 to the Class Representative, and Settlement Administration Costs. Defendant shall separately
19 pay the employer's share of its payroll tax obligations, which shall be reported through the
20 Settlement Administrator.

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

28 (c) Individual Class Payments for the Class will be calculated and apportioned

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

11 (d) Allocation of Individual Class Payments: The Individual Class Payments
12 to Participating Class Members will be allocated as follows: twenty percent (20%) will be
13 allocated as wages subject to withholding of all applicable local, state and federal taxes; and
14 eighty percent (80%) will be allocated for interest and statutory penalties (pursuant to, e.g.,
15 California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The
16 Settlement Administrator will issue to each Participating Class Member an Internal Revenue
17 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form
18 1099 with respect to the penalties and interest allocations.

19 (e) Service Payment to Class Representative: The amount, if any, awarded to
20 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
21 exceed \$5,000, in exchange for the service that Plaintiff performed on behalf of the Class.
22 Defendant agrees not to oppose this request. The Service Payment to Plaintiff will be paid out of
23 the Settlement Amount. The Class Representative will be issued an IRS Form 1099 for this
24 payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
25 this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff
26 less than the requested amount shall not be a basis for Class Counsel to void this Settlement
27 Agreement. Should the Court approve a lesser amount for the Service Payment, the difference
28 shall be added to the Net Settlement Amount for distribution to Participating Class Members.

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

14 (g) Settlement Administration Costs: The fees and other charges of the
15 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$18,000,
16 unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement
17 Administration Costs shall be paid from the increased Settlement Amount, subject to Court
18 approval), or (2) as otherwise approved by all Parties and the Court.

19 (h) PAGA Penalties: The Parties agree that \$50,000 is allocated to PAGA
20 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
21 amount, \$37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
22 Private Attorney General Act of 2004 ("PAGA") and \$12,500 (25%) will form the Individual
23 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
24 on a Work Week basis, treated entirely as civil penalties, and which shall be reported as required
25 on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

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

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

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

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

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

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

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

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

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

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

Representative, on behalf of herself and the Class, acknowledges and agrees 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. Release of PAGA Claims

52. Upon entry of the Final Approval Order and Defendant’s funding of the Settlement Amount, Plaintiff – in her 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.

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

54. 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. Interim Stay of Proceedings

55. 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.

G. Notice Process

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

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

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

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

Costs, all of which shall be subject to Court approval, and shall update Notice accordingly.

60. 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.

61. 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) days after the remailing of the Notice Packet.

62. 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.

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

64. 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.

65. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice 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 Plaintiff, 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 this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and 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 Plaintiff, who does not submit a valid and timely Request for Exclusion may object to the 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 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 files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiff 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 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.

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

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

9 66. Funding of the Settlement Amount. Defendant shall deposit the Settlement
10 Amount, plus Defendant's share of payroll taxes, within 15 days of the Effective Date.

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

18 68. Deadline for Cashing Settlement Checks. Participating Class Members and
19 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
20 Administrator to cash their settlement checks. The release will be binding upon all Participating
21 Class Members who do not cash their checks within the 180-day period. In the event that any
22 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
23 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
24 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
25 Counsel of the results. If a new address is located by these means, the Administrator will have
26 ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
27 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen
28 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of

1 settlement checks. Without limiting the foregoing, in the event a Participating Class Member
2 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a
3 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
4 payment on such check. If the check in question has not been negotiated prior to the stop
5 payment order, the Settlement Administrator will issue a replacement check.

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

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

14 **H. Duties of the Parties Prior to the Court's Approval**

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

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

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

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

24 (d) Preliminarily approving this Settlement;

25 (e) Preliminarily certifying the class for purposes of this Settlement; and

26 (f) Advising the LWDA of the proposed Settlement.

27 **I. Duties of the Parties Following Court's Final Approval**

28 70. In connection with the Final Approval Hearing provided for in this Agreement,

Class Counsel shall submit a proposed Final Approval Order:

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

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

(c) Entering judgment approving settlement.

J. Voiding the Agreement

71. 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.

72. If more than six percent (6%) of the Class Members submit and timely and valid opt-out of the Settlement, then Defendant may, in its sole discretion, withdraw from the Settlement. Defendant must exercise its right to withdraw from the Settlement within thirty (30) days after expiration of the opt-out period. If Defendant exercises its option under this paragraph, the Settlement shall be considered void ab initio and shall be of no force or effect, and Defendant shall be responsible for paying all costs incurred by the Settlement Administrator.

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

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

K. Other Terms

75. 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.

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

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

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

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

25 80. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
26 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
27 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
28 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.

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

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

<i>To the Class:</i>	<i>To Defendant:</i>
Brian J. Mankin <i>brian@lmlfirm.com</i> Lauby, Mankin & Lauby LLP 5198 Arlington Ave, PMB 513	Jack E. Jimenez, Esq. <i>jjimenez@ohaganmeyer.com</i> O'Hagan Meyer 550 S. Hope St., Suite 2400

Riverside, CA 92504
Tel: (951) 320-1444
Fax: (951) 320-1445

Los Angeles, California 90071
Telephone: 213.647.0076

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

84. 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.

85. 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.

86. 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 Plaintiff and Defendant may agree to seek the help of the Mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

87. 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.

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

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

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

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

19
20 Dated: Feb 7, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

21 
22 Isabelle Hope Flores (Feb 7, 2025 11:19 PST)
23 Isabelle Flores

24 Dated: _____

DEFENDANT PREMIER MEDICAL TRANSPORT, INC.

25
26 _____
27 By: Paul Scarborough
28 Title: President of Premier Medical Transport, Inc.

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18 signatures shall have the same force and effect as an original.

19
20 Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

21
22 _____
Isabelle Flores

23
24 Dated: 2/12/2025

DEFENDANT PREMIER MEDICAL TRANSPORT, INC.

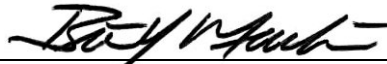
25
26 
By: Paul Scarborough

27 Title: President of Premier Medical Transport, Inc.
28

1 **APPROVED AS TO FORM:**

2
3 Dated: 2/7/2025

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

4 

5 _____
6 Brian J. Mankin
7 Attorneys for Plaintiff

8 Dated: _____

DEFENSE COUNSEL:
O'HAGAN MEYER

9
10 _____
11 Jack E. Jimenez, Esq.
12 Attorneys for Defendant
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1 **APPROVED AS TO FORM:**

2
3 Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

4
5 _____
6 Brian J. Mankin
Attorneys for Plaintiff

7
8 Dated: 2/12/25

DEFENSE COUNSEL:
O'HAGAN MEYER

9 *Jack Jimenez*
10 _____
11 Jack E. Jimenez, Esq.
12 Attorneys for Defendant
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EXHIBIT “B”

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

ISABELLE FLORES, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PREMIER MEDICAL TRANSPORT,
INC., a California Corporation; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CVRI2402632

*[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

1 Having reviewed the Class Action and PAGA Settlement Agreement (the “Settlement
2 Agreement” or “S.A.”), which is attached as Exhibit A to the Declaration of Brian Mankin in
3 Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on
4 February 18, 2025, between Plaintiff Isabelle Flores and Defendant Premier Medical Transport,
5 Inc. (“Defendant”) (collectively, the “Parties”), as well as the Memorandum of Points and
6 Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action
7 Settlement, the documents submitted in support of the motion, and all supporting legal
8 authorities and documents, IT IS HEREBY ORDERED:

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

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only: All current and former nonexempt (hourly paid) employees
21 employed by Defendant in California during the Class Period (May 14, 2020, through December
22 31, 2024).

23 3. Additionally, the “Aggrieved Employees” are defined to include: all current and
24 former nonexempt (hourly paid) employees employed by Defendant in California during the
25 PAGA Period (May 14, 2023, through December 31, 2024).

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

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

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

4 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
5 Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement
6 Agreement, including but not limited to paragraphs 56 to 68, including translating the Notice
7 Packet into Spanish and mailing the Notice Packet in English and Spanish. The Settlement
8 Administrator shall file a declaration concurrently with the Motion for Final Approval,
9 authenticating a copy of every Objection Form and Exclusion Form received by the Settlement
10 Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final
11 approval, the Settlement Administrator must give notice of such continuance to any objecting
12 party.

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

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

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

25 10. The Court finds that the deadlines and method set forth in the Settlement
26 Agreement for the mailing of the Notice and related forms described herein meet the
27 requirements of due process, provide the best notice practicable under the circumstances,
28 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 4, 2025	Preliminary Approval (PA) hearing
March 28, 2025 (24 days after PA)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
May 12, 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: July 14, 2025 Time: 8:30 a.m.	Final Approval Hearing

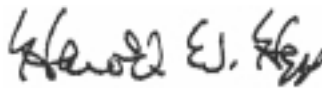
1 15. A final approval hearing shall be held in this Court on the date and time above to
2 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
3 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
4 Counsel; and (3) the amount of the Service Payment to the Class Representative.

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

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

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

17
18 Date: March 14, 2025



Honorable Harold Hopp

EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (inactive Included)
Group By Staff Member Group
Client - Project = 14000-00584 Isabelle Flores v
Premier Medical Transport (Active Only)
Activity 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>Isabelle Flores</u> <u>14000-00584 Isabelle Flores v Premier Medical Transport</u>							
05-14-2024	Approved	Attorney Service	Charito, Tracie	1,512.08	0.00	1.00	1,512.08
	Onelgal Order #22895294 - file complaint						
05-14-2024	Approved	E108 Postage	Charito, Tracie	24.91	0.00	1.00	24.91
	Postage for May 2024						
05-14-2024	Approved	E101 Copying	Charito, Tracie	0.20	0.00	56.00	11.20
	56 copies @ .20 each - initial letters to companies						
05-16-2024	Approved	E112 Court fees	Charito, Tracie	75.00	0.00	1.00	75.00
	Check #10016 to LWDA to submit PACA letter						
05-21-2024	Approved	Attorney Service	Charito, Tracie	150.08	0.00	1.00	150.08
	Bosco Inv #11061165 Serve: Premier Medical Transport, Inc., a California Corporation Summons: Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference (To: Brian Mankin); Notice of Case Management Conference (To: Isabelle Flores); Notice of Case Management Conference (To: Premier Medical Transport, Inc.); ADR Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 05/16/2024						
05-22-2024	Approved	Attorney Service	Charito, Tracie	19.30	0.00	1.00	19.30
	Onelgal Order #22951649 - file POS						
07-19-2024	Approved	Attorney Service	Charito, Tracie	19.30	0.00	1.00	19.30
	Onelgal Order #23359378 - file FAC						
07-24-2024	Approved	Attorney Service	Charito, Tracie	15.39	0.00	1.00	15.39
	Onelgal Order # 23360944 - submit POS on FAC						
07-31-2024	Approved	E125 Mediation fees	Charito, Tracie	10,000.00	0.00	1.00	10,000.00
	Invoice from Todd Smith, Esq. for 11/13/24 mediation						
11-19-2024	Approved	E119 Experts	Charito, Tracie	13,185.00	0.00	1.00	13,185.00
	Berger Consulting Group Inv #13203						
11-26-2024	Approved	Attorney Service	Charito, Tracie	42.64	0.00	1.00	42.64
	Onelgal Order #24211545 - file Stip to Cont/Set MPA						
02-24-2025	Approved	Attorney Service	Charito, Tracie	86.01	0.00	1.00	86.01
	Onelgal Order #24743178 - file MPA						
03-13-2025	Approved	Attorney Service	Charito, Tracie	17.50	0.00	1.00	17.50
	Onelgal Order #24908819 - submit revised proposed order						
03-14-2025	Approved	Attorney Service	Charito, Tracie	23.02	0.00	1.00	23.02
	Onelgal Order #24924255 - file revised PA order						

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00584 Isabelle Flores v
Premier Medical Transport (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Isabelle Flores</u>							
<u>14000-00584 Isabelle Flores v Premier Medical Transport</u>							
06-19-2025	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
Estimated costs to file MFA and supporting documents via OneLegal							
Project Total							25,331.43
Client Total							25,331.43
Grand Total							25,331.43

EXHIBIT “D”